

# 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 fewer than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

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

**June 18, 2019**

**\*\* PLEASE NOTE LATER START TIME \*\***

**9:30 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. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Regarding 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. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

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

4. **REPORT ON CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
7. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Jordan Drew, Residential Caregiver; Maria Martinez, Office Clerk II; and Jennifer Ray, HHS Specialist IV, Health & Human Services.

#### **DEPARTMENTAL – PERSONNEL ACTIONS**

8. **HEALTH & HUMAN SERVICES – Public Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Prevention Specialist exists in non-General Fund budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Prevention Specialist, Range 60 (\$3,612 - \$4,387).

**COUNTY ADMINISTRATOR**

9. Request Board approve Amendment No. 13 to the contract between Allan D. Kotin & Associates and the County of Inyo, extending the term of the contract to the period of July 1, 2019 through September 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.
10. **Motor Pool** – Request Board award a bid to Nielsen's Equipment Maintenance of Mammoth Lakes, CA as the low bidder for the safety and communications equipping of two (2) 2019 Ford F150 Sheriff's patrol vehicles in the amount of \$18,233.78.
11. **Personnel** – Request Board approve the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services-General Labor and Employment Advice, in the amount of \$320,000 for the term of July 1, 2019 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.
12. **Recycling & Waste Management** – Request Board approve the two options of extension in the contract between the County of Inyo and Preferred Septic and Disposal for chemical toilet services at the Big Pine Transfer Station and Independence and Lone Pine landfills in an amount not to exceed \$7,800 for the period of July 1, 2019 through June 30, 2021, subject to giving written notice to the contractor before expiration of the agreement and to the Board's adoption of future County budgets.

**ENVIRONMENTAL HEALTH**

13. Request Board make the following appointments to the Integrated Solid Waste Independent Hearing Panel: Amy Weurdig to an unexpired four-year term ending April 19, 2023 in the "Public-at-Large" position; and Louis Molina to an unexpired four-year term ending April 19, 2023 in the "Technical Expert" position. (*Notices of Vacancy resulted in requests for appointment being received from Ms. Weurdig and Mr. Molina.*)

**HEALTH & HUMAN SERVICES**

14. Request Board approve the Child Welfare System Improvement Plan (SIP) 17-18 Progress Report and authorize the Chairperson to sign the SIP cover sheet.

**SHERIFF**

15. Request Board approve the application for the 2019 Financial & Operation Plan for Controlled Substance Operations U.S. Forest Service reimbursements in the amount of \$5,000, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign the agreement and all necessary documents.

**WATER**

16. Request Board approve the contracts between the County of Inyo and Lower Owens River Project Memorandum of Understanding consultants Mark Hill and Bill Platts (dba Platts Consulting), serving as individual independent contractors, for the provision of LORP Biological Resources Consulting Services in the amount of \$32,655 for Mark Hill and \$32,655 for Bill Platts for a total amount not to exceed \$65,310 for the period of July 1, 2019 to June 30, 2020, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

17. **CORONER** – Request Board receive an update on operations in the Inyo County Coroner's Office.
18. **ENVIRONMENTAL HEALTH** – Request Board receive an update on activities in the Environmental Health Department.

19. **PLANNING** – Request Board: A) receive a presentation from staff regarding the application to the Federal Energy Regulatory Commission for a Preliminary Permit for the Haiwee Pumped Storage Project; and B) provide direction regarding submittal of a comment letter, including possibly authorizing the Chairperson to sign and staff to send.
20. **SHERIFF** – Request Board: A) accept a donation in the amount of \$20,000 from Eastern Sierra Peace Officers Association for expenses associated with the K9 program; B) amend the Fiscal Year 2018-2019 Sheriff General budget (022700) as follows: increase estimated revenue in Operating Transfers In (Revenue Code 4998) by \$5,700 and increase appropriation in Law Enforcement Special (Object Code 5313) by \$5,700; and C) authorize the Auditor to transfer \$5,700 from the Canine Replacement Trust to the Sheriff General Budget (4/5<sup>ths</sup> vote required).
21. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve payment to UC Davis for a prior-year invoice in the amount of \$29,835 for training provided during the third and fourth quarters of Fiscal Year 2017-2018.
22. **COUNTY ADMINISTRATOR** – Request Board adopt the modified Fiscal Year 2018-2019 Board Approved Budget as the Preliminary Budget for Fiscal Year 2019-2020 and approve the Fixed Assets as recommended by staff (4/5<sup>ths</sup> vote required).
23. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of June 11, 2019.

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

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

**24. PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
8

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

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

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Request to hire one full time Prevention Specialist in the HHS Public Health & Prevention Division

**DEPARTMENTAL RECOMMENDATION:**

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

- A) The availability of funding for the requested position exists in non-General Fund budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified candidates apply
- C) Approve the hiring of one Prevention Specialist at Range 60 (\$3,612 - \$4,387).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A Prevention Specialist in the HHS Public Health and Prevention division recently promoted within the division, leaving a vacancy. This Prevention Specialist works within the prevention team as a WIC nutrition assistant, providing eligibility, case management, and nutrition education to WIC recipients. Additionally, this position provides nutrition education and obesity prevention activities within the Maternal, Child, and Adolescent Health (MCAH) program.

**ALTERNATIVES:**

Your Board could choose not to approve the filling of this position, which would limit our ability to offer regularly scheduled nutrition education and obesity prevention activities throughout the county, and would restrict the availability of walk-in WIC services.

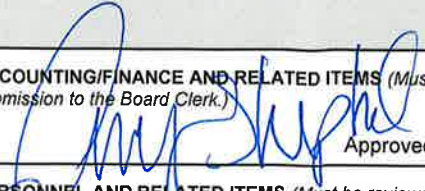

**OTHER AGENCY INVOLVEMENT:**

Local schools, pediatricians, Team Inyo for Healthy Kids

**FINANCING:**

State and Federal funding. This position is budgeted 40% in WIC (641918/19) and 60% in MCAH (641615) in the Salaries and Benefits object codes. No County General Funds.

**APPROVALS**

<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>10/3/19</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>5/31/19</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 8/14/19  
**(Not to be signed until all approvals are received)**



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
9

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Amendment #13 to the contract between the County of Inyo and Allan D. Kotin & Associates for Real Estate Consulting Services

**DEPARTMENTAL RECOMMENDATION**

Request your Board approve Amendment No. 13 to the contract between Allan D. Kotin & Associates and the County of Inyo, extending the term of the contract to the period of July 1, 2019 through September 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

**SUMMARY DISCUSSION**

In December of 2011, your Board approved a contract with Allan D. Kotin and Associates (ADK&A), a real estate consulting firm specializing in the development of public private partnerships. Mr. Kotin and his firm were retained by the County to advise and represent the County on two relatively complex real estate projects: (1) the Consolidated Office Building, for which your Board approved entering into a Build-to-Suit Lease Agreement with Wolverine/Inyo LLC in January; and, (2) the evaluation of options concerning the disposition of the Mount Whitney Fish Hatchery through discussions with the Department of Fish and Game, Sierra Nevada Conservancy, and Friends of Mount Whitney Fish Hatchery.

The recommended amendment to the ADK&A contract will allow for Mr. Kotin's continued participation in the Mount Whitney Fish Hatchery project if and when it moves forward, and also provide consultation, if and as needed, as the Consolidated Office Building project gets off the ground. This current amendment extends the term of the contract to September 30, 2019. The contract "not to exceed" amount is not increasing at this time. If, however, more substantial consulting is necessary, additional and more detailed contract amendments may become necessary.

**ALTERNATIVES**

Your Board could choose not to approve the contract amendment with ADK&A, however, this is not recommended because it will essentially limit the County's ability to meaningfully participate in discussions regarding the long-term disposition of the Mount Whitney Fish Hatchery.


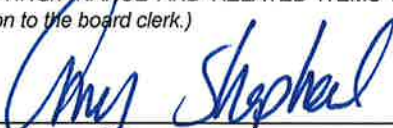
**OTHER AGENCY INVOLVEMENT**

Discussion of options for the long-term disposition of the Mount Whitney Fish Hatchery involve County staff and Mr. Kotin working with the State Department of Fish and Game, Sierra Nevada Conservancy, Friends of Mt. Whitney Fish Hatchery, the Rural Desert Southwest Brownfields Coalition, U.S. EPA, and, possibly, the State Department of General Services and the County's legislative delegation.

**FINANCING**

Funding for this contract is provided through the CAO-Accumulated Capital Outlay Budget #010201, Professional Services Object Code #5265, and was included in the Board approved Fiscal Year 2018-2019 Budget, encumbered at that time and will be rolled into the Fiscal Year 2019-2020 Budget. There are no changes in the contract amount at this time. However, if necessary, the Kotin contract may come back to your Board at a future date with the request to increase the contract amount.

**APPROVALS**

<p>COUNTY COUNSEL:</p>	<p>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></p> <p style="text-align: right;">  Approved: <u>yes</u> Date <u>5/24/19</u> </p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p style="text-align: right;">  Approved: <u>yes</u> Date <u>5/28/19</u> </p>
<p>PERSONNEL DIRECTOR:</p> <p style="text-align: center; font-size: 1.5em;">N/A</p>	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p style="text-align: right;">Approved: _____ Date _____</p>

**DEPARTMENT HEAD SIGNATURE:**  Date: 06-13-19  
 (Not to be signed until all approvals are received)



**AMENDMENT NUMBER 13 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ALLAN D. KOTIN & ASSOCIATES  
FOR THE PROVISION OF REAL ESTATE CONSULTING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and

Allan D. Kotin & Associates, of Los Angeles, CA

(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of (Blank) Services dated December 20, 2011, on County of Inyo Standard Contract No. 156, for the term of November 1, 2011 to June 30, 2019 (extended by Amendment 12);

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

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

NOW THEREFORE, County and Contractor hereby amend such Agreement as follows:

Section 2, titled, "TERM," is amended to state the following:

"The term of this agreement shall be from November 1, 2011 to September 30, 2019, unless sooner terminated as provided below."

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

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

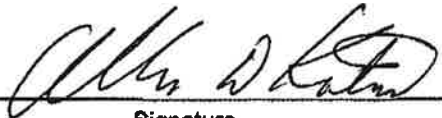


**AMENDMENT NUMBER 13 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ALLAN D. KOTIN & ASSOCIATES  
FOR THE PROVISION OF REAL ESTATE CONSULTING SERVICES  
IN WITNESS THEROF, THE PARTIES HERETO HAVE SET THEIR HANDS AND  
SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.**

**COUNTY OF INYO**

**CONTRACTOR**

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

By: 

Signature

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

ALLAN D. KOTIN

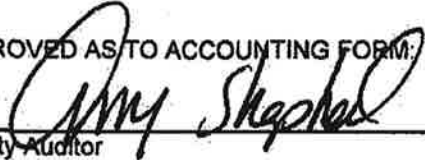
Type or Print

Dated: May 29, 2019


**APPROVED AS TO FORM AND LEGALITY:**

  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

  
Personnel Services

**APPROVED AS TO RISK ASSESSMENT:**

  
County Risk Manager



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 10

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

**FROM:** Motor Pool

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Equipping of Sheriff's Patrol Units

**DEPARTMENTAL RECOMMENDATION:** Request your Board award a bid to Nielsen's Equipment Maintenance of Mammoth Lakes as the low bidder for the safety and communications equipping of two (2) 2019 Ford F150 patrol vehicles in the amount of \$18,233.78.

**SUMMARY DISCUSSION:** Motor Pool sought bids for the service of equipping these units from several vendors, and received responsive bids from two - Nielsen's Equipment Maintenance submitted the lowest bid. This expense is necessary to equip the Sheriff's two (2) 2019 patrol units that were purchased this fiscal year and must be equipped with safety and communications equipment.

Motor Pool included \$282,000 in the FY 2018-2019 Motor Pool Budget for vehicles.

**Bid Summary:**

- Nielsen's Equipment Maintenance \$18,233.78
- Code 3 IT & System Integration \$19,877.37

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

**OTHER AGENCY INVOLVEMENT:** Inyo County Sheriff's Department

**FINANCING:**

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

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>Yes</u> Date <u>5/31/19</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:** Leslie L. Chapman Date: 6/6/19  
 (Not to be signed until all approvals are received)



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
11

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

FROM: Administration - Personnel

FOR THE BOARD MEETING OF June 18, 2019

SUBJECT: Approval of contract for Legal Services-General Labor and Employment Advice and Representation

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the contract between County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, in the amount of \$320,000 for the term of July 1, 2019 through June 30, 2020, and authorize the Chairperson to sign the Contract contingent upon Board of Supervisors approval of the FY 19/20 budget.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This firm provides the County with advice and representation in specialized employment and labor law matters. It is recommended that the County contract with Atkinson, Andelson, Loya, Ruud & Romo for these legal services. The County previously had utilized the services of their partner Irma Rodriquez Moisa to provide advice and representation in other employment and labor law matters.

**ALTERNATIVES:**

The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The Personnel Department has budgeted for this contract in FY 2019/2020 Personnel Budget Unit 010800.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: <u>yes</u>    Date <u>6/5/19</u></div>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: <u>yes</u>    Date <u>6/12/2019</u></div>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: <u>✓</u>    Date <u>6/4/19</u></div>

**DEPARTMENT HEAD SIGNATURE:** Clint Quitter    Date: 6/4/19  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)  
*by Sue D*

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo 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 County Administrator, County Counsel, or their respective designees. 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, county, 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, 2019 to June 30, 2020 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of

the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$320,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

A. Any licenses, certificates, or permits required by the federal, state, county, 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 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.epls.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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment), 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 items not specifically set forth in the Schedule of Fees (Attachment B), 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 REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

A. 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 **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 \$ N/A per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

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

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. 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 County.

E. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

## 10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be

considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

#### 11. DEFENSE AND INDEMNIFICATION.

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

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

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

#### 12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, 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 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.

**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. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. AMENDMENT.**

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

**25. NOTICE.**

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

**COUNTY OF INYO:**

Personnel Department Department  
P.O. Box 249 Address  
INDEPENDENCE, CA 93526 City and State

**CONTRACTOR:**

Atkinson, Andelson, Loya, Ruud & Romo Name  
12800 Center Court Drive, Suite 300 Address  
Cerritos, CA 90703 City and State

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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


**Irma Rodriguez Moisa**  
Type or Print Name

Dated: **May 31, 2019**

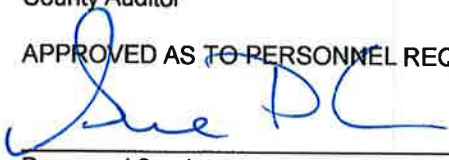
APPROVED AS TO FORM AND  
LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

dg/Contracts/MiscAgreements/IrmaRodriguezMoisa.123



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: July 2019      TO: June 30, 2020**

**SCOPE OF WORK:**

Contractor shall provide general labor and employment advice and representation upon request of Client.

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: July 1, 2019 TO: June 30, 2020**

**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 of IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo, referred to herein as Business Associate ("BA"). This Agreement is effective as of July 1, 2018, (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 HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
  - h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
  - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of

BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy

Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

- i. **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**

County of Inyo  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

By: Irma Rodriguez Moisa  
Print Name: **Irma Rodriguez Moisa**  
Title: **Partner/Attorney**  
Date: **May 31, 2019**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: July 1, 2019 TO: June 30, 2020**

**SCHEDULE OF FEES:**

**1. COMPENSATION**

Partners: \$315-\$380  
Associates: \$225-\$275  
Paralegals/Law Clerks: \$195/hr.

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice.

**2. INCIDENTAL EXPENSES:**

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopy charges (at \$0.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2019      **TO:** June 30, 2020

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the county's request and billed at 50% rate of the hourly rate.

Per diem travel from portal to portal will be at the current IRS rate.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 12

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

**FROM: Recycling Waste Management**

**FOR THE BOARD MEETING OF: June 18, 2019**

**SUBJECT: Agreement between County of Inyo and Preferred Septic for Chemical Toilet Services at Landfills**

**DEPARTMENTAL RECOMMENDATION:** Request that your Board approve the two options of extension for the contract agreement between the County of Inyo and Preferred Septic and Disposal for chemical toilet services at the Big Pine Transfer Station, Independence, and Lone Pine landfills in an amount not to exceed \$7800.00 for the period of July 1, 2019 through June 30, 2021 subject to giving written notice to the contractor before expiration of the agreement and adoption of future County budgets.

**SUMMARY DISCUSSION:** On April 17, 2018, your Board awarded Preferred Septic and Disposal the Agreement for Recycling Waste Management (RWM) chemical toilets at the Big Pine Transfer Station, and the Independence and Lone Pine landfills for on-site personnel. Servicing will be provided once per week at all locations.


The services contract is scheduled for a three-year term, 2018-2021.

**ALTERNATIVES:** Toilets must be provided for employees. This agreement provides toilet accommodations primarily for RWM site personnel and to the public on occasion. Site attendants would have to leave the sites without this service; operations require personnel to remain on site during operating hours. Alternatively, permanent toilets could be installed.

**OTHER AGENCY INVOLVEMENT:** Preferred Septic and Disposal, County Counsel, and Auditor/Controller

**FINANCING:** These services will be budgeted in the Solid Waste Budget 045700, Object Code 5265, Professional Services.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>6/13/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** (Not to be signed until all approvals are received)  Date: 6/6/19  
 Arf chemical toilets bid award.doc

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PREFERRED SEPTIC AND DISPOSAL  
FOR THE PROVISION OF CHEMICAL TOILET SERVICES SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the CHEMICAL TOILET SERVICES services of PREFERRED SEPTIC AND DISPOSAL of BISHOP, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by CAP AUBREY whose title is: RECYCLING SUPERINTENDENT. 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. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From JULY 1, 2019 through JUNE 30, 2020
- b. From JULY 1, 2020 through JUNE 30, 2021

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

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

**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 \$3900.00XXXXXXXXXX (initial term); \$3900.00XXXXXXXXXX (option 1); \$3900.00XXXXXXXXXX (option 2); for a total of \$11,700.00XXXXXXXXXXXXXXXXXXXXXXXXX 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

AGREEMENT BETWEEN COUNTY OF INYO

AND PREFERRED SEPTIC AND DISPOSAL  
FOR THE PROVISION OF CHEMICAL TOILET SERVICES SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 17th DAY OF April, 2018.

COUNTY OF INYO

CONTRACTOR

By: [Signature]

By: [Signature]  
Signature

Dated: 4-17-18

Dale Comontofski  
Print or Type Name

Dated: 4-2-2018

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Signature]

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
PREFERRED SEPTIC AND DISPOSAL**

**AND** \_\_\_\_\_  
CHEMICAL TOILET SERVICES

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

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

**SCOPE OF WORK:**

Supply and Service of three (3) Chemical Toilets to be located at the Big Pine Transfer Station, and Independence and Lone Pine Landfills.

The service will be provided no less frequently than once per week for each toilet at each location.

The chemical toilets can be a standard unit with the following additions:

- Hand-washing basin with a minimum of a 10 gallon holding tank for water.
- Soap Dispenser
- Paper towel dispenser
- Small waste basket

Three (3) chemical toilets with additions, serviced 1 time per week.

NOTE: Drain and refill each unit with a minimum of ten (10) gallons of fresh water and one (1) ounce of bleach during each service.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Recycling Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
PREFERRED SEPTIC AND DISPOSAL**

**AND**

**CHEMICAL TOILET SERVICES**

**FOR THE PROVISION OF**

**SERVICES**

**TERM:**

JULY 1, 2018

JUNE 30, 2021

**FROM:**

**TO:**

**SCHEDULE OF FEES:**

County will pay contractor \$3900.00 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR ALL THREE FISCAL YEARS \$3900.00.



**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:** Environmental Health

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Appointments to the Solid Waste Independent Hearing Panel

**DEPARTMENTAL RECOMMENDATION:** Request Board make the following appointments to the Integrated Solid Waste Independent Hearing Panel: Amy Weurdig to an unexpired four-year term ending April 19, 2023 in the "Public-at-Large" position; and Louis Molina to an unexpired four-year term ending April 19, 2023 in the "Technical Expert" position. (*Notices of Vacancy resulted in requests for appointment being received from Ms. Weurdig and Mr. Molina.*)

**SUMMARY DISCUSSION:**

Public Resources Code Section 44308 and Title 14, California Code of Regulations, Section 18060 require that a local governing body establish a hearing board to hear and decide appeals from the suspension or revocation of solid waste facility permits. Pursuant to Title 14, California Code of Regulations, Section 18060, the independent hearing board must be comprised of: 1) a member with technical expertise in waste management; 2) a member of the local governing body; and 3) a member representing the public-at-large, with each member serving a maximum of two (2) four (4) year terms.

Every year, the Board of Supervisors appoints from among itself a Supervisor to serve on the Independent Hearing Panel. Supervisor Totheroh was appointed in January to serve for the calendar year. The individual last appointed by the Board to serve in the public-at-large position has already served two terms and cannot be re-appointed, with the last term expiring April 19, 2019. The individual last appointed to serve as the technical expert served one term that also expired April 19, 2019.

In order to fill the two vacant positions, staff requested the Assistant Clerk of the Board advertise the vacancies according to the Board's policy. Letters of Interest for the positions were received by Amy Weurdig, for the public-at-large position, and Louis Molina, requesting re-appointment as the panel's technical expert.

**ALTERNATIVES:** The Board could choose not to appoint the two individuals who have applied for the Independent Hearing Panel but this is not recommended as the vacancies have already been advertised twice in order to accomplish a successful recruitment, and the County is required by State law to have this panel in place.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no cost associated with making these appointments outside of the cost to advertise the vacancies twice.

**APPROVALS**

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 board clerk.*)

Approved: \_\_\_\_\_ Date \_\_\_\_\_

PERSONNEL DIRECTOR:  <b>N/A</b>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <div style="text-align: right;">Approved: _____ Date _____</div>
---------------------------------------	--

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

Katha Barton

Date: 6/12/19

*Mrs. Amy P. Weurdig*  
370 Majorca Circle  
Bishop, CA 93514 USA  
apweurdig@gmail.com

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May 21, 2019

Board of Supervisors  
County of Inyo  
PO Box N  
Independence, CA 93526

RECEIVED  
2019 MAY 31 AM 11:27  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

Dear Sirs:

I would like to apply for the position on the Inyo County Solid Waste Hearing Panel as the Public-At-Large representative. The position would be for a four-year term. The termination date would be April 19, 2023.

Sincerely,



Amy P Weurdig  
Mobile +1-310-926-3890

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# MONO COUNTY HEALTH DEPARTMENT

## Environmental Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

June 6, 2019

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

Re: Inyo County Solid Waste Independent Hearing Panel

Dear Sirs:

I am currently serving on the above referenced panel as a technical expert, one of the named panel positions. The term of this panel is about to expire. I have been asked to serve another term in this same capacity and am requesting that I be accepted for another 4 year term as a technical expert in the field of solid waste regulations.

Should you have any questions regarding this matter, please feel free to call me at (760) 924-1845.

Sincerely,

Louis J. Molina, R.E.H.S.  
Environmental Health Director

RECEIVED  
2019 JUN -6 PM 3:11  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD



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

For Clerk's Use Only:  
AGENDA NUMBER

14

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

**FROM:** Health and Human Services, Social Services

**FOR THE BOARD MEETING:** June 17, 2019

**SUBJECT:** Approval of the Child Welfare System Improvement Plan 17-18 Progress Report

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the Child Welfare System Improvement Plan (SIP) 17-18 Progress Report and authorize the chairperson to sign the SIP cover sheet.

**SUMMARY DISCUSSION:**

The California Child Welfare Improvement and Accountability Act of 2001 require counties to participate in a Child and Family Services Review process, continually monitoring performance outcomes in Child Welfare and Juvenile Probation. Inyo County Child Welfare and Juvenile Probation just completed their first annual Progress report for 17-18. The annual update is due every year in August.

The SIP Progress Report process requires the County to submit the initial report in draft form to the California Department of Social Services (CDSS). CDSS in turn, reviews the plan and then provides feedback with both required and suggested revisions. During the current back and forth process with CDSS, the Management Analyst who wrote the SIP 17-18 Progress Report left her position, which has delayed the final submission of our SIP 17-18 Progress Report.

Now that CDSS's Outcomes and Accountability Bureau is prepared to accept our SIP 17-18 Progress Report, it is being presented to you for approval.

The four identified goals/strategies of the 2017-2022 System Improvement Plan addresses are:

1. Increasing the number of Resource Families for juvenile probation youth.
2. Implementing Child & Family Team (CFT) Meetings for all youth entering the Child Welfare or Probation system.
3. Increasing family stabilization through Family Intensive Response and Strengthening Team (FIRST) expansion.
4. Improving documentation of timely response and monthly visitation statistics through the use of digital voice transcription devices and staff trainings.

Progress to meeting our goals and the success of our strategies, is measured by 6 data elements. This update reflects that through our 4 identified goals/strategies we have improved 2 of our 6 data measurements in the fiscal year 17-18 and that progress is being made to improve all data measurements by the end of the review cycle in 2022. We have made great strides in our Resource Family Approvals (RFA) and have secured two homes that will accept juveniles within the Juvenile Probation system. Child Welfare has also reduced reentries into foster care in 12 months to less than the national average of 8.3%.

The Department is respectfully requesting approval of the Child Welfare System Improvement Plan (SIP) 17-18 Progress Report and authorize the chairperson to sign the SIP cover sheet.

**ALTERNATIVES:**

The Board could choose not to ratify the Child Welfare System Improvement Plan. Should this occur, the California Department of Social Services would be notified that stakeholders in Inyo had not yet reached a

consensus about strategies to improve outcomes for children in the Child Welfare and Juvenile Probation system.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Probation Department, California Department of Social Services

**FINANCING:**

There is no financing involved in this request.

**APPROVALS**

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

6/9/17



# California - Child and Family Services Review

## Inyo County 2017-2018

ANNUAL SIP PROGRESS REPORT

Q4 - 2017 Data



# Table of Contents

## Contents

INTRODUCTION.....	2
STAKEHOLDER PARTICIPATION.....	2
CURRENT PERFORMANCE TOWARDS SIP IMPROVEMENT GOALS.....	3
STATUS OF STRATEGIES.....	4
OBSTACLES AND BARRIERS TO FUTURE IMPLEMENTATION.....	10
PROMISING PRACTICES/ OTHER SUCCESSES.....	11
OUTCOME MEASURES NOT MEETING STATE/NATIONAL STANDARDS.....	12
WELFARE/PROBATION PLACEMENT INITIATIVES.....	13
STATE AND FEDERALLY MANDATED CHILD WELFARE/ PROBATION INITIATIVES.....	13

## **INTRODUCTION**

Our 5-year Inyo County Child Welfare Systems Improvement Plan (SIP) addresses 4 goal areas we hope to improve significantly from 2017-2022 in order to help local children, youth, and families grow more healthy and secure.

In 2017-18 we took several steps to:

- 1) Increase resource family and adoptive licensing recruitment and support.
- 2) Improve CFT collaborations between child welfare, probation, and mental health for greater placement stability and reduced numbers of children re-entering foster care after reunification.
- 3) Reduce the number of children experiencing recurrence of maltreatment and re-entry into the welfare system through WRAParound investments.
- 4) Use technology and training to ensure that timeliness of referrals and monthly visits are accurately reported.

While only 2 of our 6 SIP goals for 2017-18 from our 5-Year SIP chart were met, 2017-18 was still a significant year of change and improvement for Inyo Child Welfare & Probation programs.

Important vacated infrastructure positions including the CW Supervisor and RFA Social Worker were filled; new staff received intensive trainings to orient themselves in CWS/CMS, work better with addicted families, and to support the full implementation of CFTs; and Child Welfare, Behavioral Health, and Probation improved their communication and partnerships this year through monthly MDT meetings. A new juvenile probation officer and a new child & family program manager in Behavioral Health offered natural opportunities to review processes and create new interdivisional work flows, as well.

Newly instituted quarterly reports from the HHS Analyst and CFSR Case Review team to CW staff have led to greater awareness of recent performance measures. The first trainings and reports about the CFSR Case Reviews have helped CW staff understand more about the process measures and have sparked discussion at staff meetings about the types of services offered to parents, resource families, and children and how these services are tracked and documented.

## **STAKEHOLDER PARTICIPATION**

Jeff Thomson – Inyo County Probation Chief

Jake Morgan – Inyo County Probation Deputy Chief

Marilyn Mann – Inyo County Health and Human Services Director

Keri Oney – Inyo County HHS Deputy Director of Aging and Social Services

Holly De Vincent – Inyo County HHS Child Welfare Supervisor

Jeanette Torres – Inyo County CCR Supervisor (RFA)

Gail Zwier – Inyo County HHS Deputy Director of Behavioral Health

Karen Rathburn – Inyo HHS Behavioral Health Child & Family Program Chief

Jody Veenker – Inyo County HHS Management Analyst & Case Review QA

Miquela Beall- Inyo County Management Analyst

Stephanie Tanksley – Inyo HHS Analyst & CFSR Case Reviewer

### **CURRENT PERFORMANCE TOWARDS SIP IMPROVEMENT GOALS**

**Inyo Goal for 2017-18:** *Achieve rate of Permanency in 12 months (P1) of 20% by August 1, 2018*

**GOAL NOT ACHIEVED**

P1: Permanency in 12months (probation entering foster care)

Standard: > 40.5%

Baseline Q2 2016: 0%

Goal: 20% by August 1, 2018

Current Performance Data Q4 2017:

**Inyo Goal for 2017-18 - System Factor:** *Recruit 1 juvenile justice, and 2 general resource families*

**GOAL ACHIEVED**

11 resource families recruited in 2017-18

1 newly certified RFA family during 2017-18

8 RFA families currently in process and 2 are willing to accept juveniles

**Inyo Goal for 2017-18:** *Achieve rate of Permanency in 12 months (P1) of 20% by August 1, 2018*

**GOAL NOT ACHIEVED**

P1: Permanency in 12months (entering foster care)

Standard: > 40.5%

Baseline Q2 2016: 11.1%

Goal: 20% by August 1, 2018

Inyo Performance Data Extract Q4 2017: 14.3%

**Inyo Goal for 2017-18:** *Reduce re-entries to foster care in 12 months (P4) to less than national avg of 8.3%*

**GOAL ACHIEVED**

3-P4: Re-entry to foster care in 12 months

Standard: < 8.3%

Baseline Q2 2016: 0%

Goal: < 8.3% by August 1, 2018

Inyo Performance Data Extract Q4 2017: 0%

**Inyo Goal for 2017-18: Inyo will achieve a Recurrence of Maltreatment (S2) rate of 10% by July 2018**

**GOAL NOT ACHIEVED**

3-S2: Recurrence of Maltreatment

Standard: < 9.1%

Baseline Q2 2016: 12.2%

Goal: 10% by August 1, 2018

Inyo Performance Data Extract Q4 2017: 20%

**Inyo Goal for 2017-18: Inyo will achieve a goal of 80% for Timely Response 10 day (2B) and 88% for Monthly Visits (2F) for 2017-18**

**GOALS NOT ACHIEVED**

2B Timely Response (10-Day)

Standard: >90%

Baseline Q2 2016: 73.5%

Goal: 80% by August 1, 2018

Inyo Performance Data Extract Q4 2017: 45.3%

**GOAL NOT ACHIEVED**

2F Monthly Visits

Standard: >95%

Baseline Q2 2016: 86.4%

Goal: 88% by August 1, 2018

Inyo Performance Data Extract Q4 2017: 81.1%

2F Monthly Visits -Probation

Standard: >95%

Baseline Q2 2016: 46.2%

Goal: 88% by August 1, 2018

Inyo Performance Data Extract Q4 2017: 80%

## **STATUS OF STRATEGIES**

### **Strategy 1: Increase the Number of Resource Families for Juvenile Probation Youth**

#### **ANALYSIS**

We are measuring our progress toward increased resource and adoptive parent approval, recruitment, and retention – a systemic factor – both by tracking the numbers of resource families who are being certified, and by looking at the rates of Inyo youth who have achieved permanency in 12 months.

Our RFA Supervisor inherited a list of 18 foster family conversions and interested candidates in 2017-18. Of those, 11 moved forward with the application process. One family withdrew due to life change and another was denied. One family has completed the new certification process, 4 are close to completion, and 3 are in the beginning stages of the process. 2 RFA families are willing to accept juvenile youth, and 6 general recruitments.

For fiscal year 2017-18 Inyo Child Welfare met their P1 goal of at least 20% of youth in foster care achieving permanency, an increase from 11.1% in 2016. However, our probation placement numbers are NA for now, with 1 youth for 2 quarters placed in a group setting and not yet exiting system. It is unclear where the probation placement numbers are inputted and collected from, so this may be an issue of data integrity.

This year, 19 of the total 124 youth who had probation contact and screening, or 15%, were detained in an out-of-county group juvenile facility. More than half of the 19 youth sent out of county went multiple times to a restrictive group setting, ranging from 2 to 6 detentions for an average of about 66 total days. Thirteen of these 19 youths, or 69%, were Native American while only 12.9% of the Inyo population ages birth to 18 years is Native American, allowing us to put numbers to a disproportionate representation of a minority population that carries through to our adult county jail.

#### **ACTION STEP STATUS**

- A) **Recruitment campaign development – by July 2019 (Complete)**  
Inyo County currently has more RFA homes than we have a need for. We will no longer be recruiting and our main focus will be training and continued certification of the homes we do have.
- B) **Increased advertising – by July 2019 (Complete)**  
A Facebook promotion yielded 5 new prospective RFA families – Fall 2017.
- C) **Faith & service organization outreach – by June 2018 (Complete)**  
Developed handouts and recruited community members at ICSOS service fair - January 2018  
RFA is focused on meeting compliance of conversion of current homes
- D) **Resource family trainings – by August 2019 (Complete)**  
Inyo County has conducted an Introduction to Juvenile Probation Process in June 2018 as well as a Paid Family Leave for Foster Care training in May 2018. These trainings are now offered as part of initial RFA certification training and will be continuous.
- E) **Assigning a social worker for RFA and juvenile probation LMFT –2017-2022 (Complete)**  
Exclusive RFA social worker hired – January 2017
- F) **Evaluate the effectiveness of the new supports & adjust as needed – by August 2019 (In Progress, on time)**

#### **METHOD OF EVALUATION / MONITORING ADDITIONAL STRATEGIES**

- Inyo HHS monitors progress in the identified goal area of P1: Permanency in 12 months for foster youth and probation and reports back to Child Welfare at quarterly staff meetings.
- System factor data relating to resource and adoptive family recruiting and training is tracked by the dedicated RFA Social Worker for annual reporting.
- Information about out-of-county youth detention is tracked for annual reporting and analysis.

Reviewing the information about disproportionate Native American youth out-of-county detentions led to conversations about everything from strategies for recruiting more Native American foster and adoptive families to exploring the potential of forming a multi-agency team to attend the National Association of Counties (NACo) Reducing Disparities in Juvenile Justice training program in Fall 2019.

## **Strategy 2: Implement Child & Family Team Meetings (CFTs) for all youth entering CWS or Probation**

### **ANALYSIS**

The effectiveness of Inyo's ability to implement Child and Family Team Meetings for all youth entering the CWS or the juvenile probation system was determined by monitoring Permanency in 12 months (P1) and Re-entry into Foster Care in 12 months (P4). Responsibility

None of the 6 children who exited CWS in 2017-18 re-entered care, but 9 of 19 Probation youth detained out-of-county juvenile confinement multiple times in 2017-18. They were placed for an average of 3 detentions per youth, and the 5 most frequently detained youths averaged more than 90 days each. However, only 1 probation youth was placed in group treatment facility for 2 quarters, and the youth has since returned to Inyo County and has not had any reoccurrence requiring a higher level of restrictive confinement.

Monthly Multi-Disciplinary Team (MDT) meetings between HHS Behavioral Health, Child Welfare, FIRST WRAParound, and Probation staff have increased opportunities for communication and the formation of CFTs. The greatest CFT success in 2017-18 involved our single youth who had been in restrictive confinement out-of-county for several months and received coordinated support through the CFT process to plan successful return to the county. Behavioral Health, WRAParound, and Probation worked intensively together to find a willing family placement for the youth, and to offer coordinated supports to help the youth articulate and achieve re-entry goals. Since return to the community, all 3 agencies have been excited about the progress he has made.

### **ACTION STEP STATUS**

- A) Train CWS Staff in CFT introduction and CFT facilitation – by May 2017 and July 2018 **(Complete)**  
Inyo held a CFT Intro 3-day model training in March 2017 which was attended by CWS, Behavioral Health, and probation, as well as a CFT Family Facilitation training in April and June 2018.
- B) Support CFTs with coaching or peer review groups – by January 2021 (In progress, on time)
- C) Implement a monthly MDT with Behavioral Health & Probations to review cases for CFTs – by Sept 2017 **(Complete)**  
Started monthly MDT meetings October 2017. CWS/BH continue to have weekly MDT meetings and Probation is invited on a monthly basis.
- D) Incorporate Trauma-informed tools & frameworks in CFT group processes to compliment the SDM assessments already utilized - July 2019
- E) Determine most effective SUD and Readiness to change screens – June 2022 **(Changed)**

New Action- Pursuant to the Continuum of Care Reform (CCR), county child welfare agencies are implementing the California Integrated Practice Child and Adolescent Needs and Strengths (CANS) Assessment tool. Trainings for those are scheduled for April 2019 for Probation, CWS, and BH through the Northern California Training Academy.

- F) Evaluate CFTs impact on permanency rates for youth in foster care for 12 months or less –July 2019 (In progress, on time)  
This Action step is being implemented in the CQI process by the Health and Human Services Evaluation and Outcomes Analyst team in coordination with CWS.

#### **METHOD OF EVALUATION / MONITORING ADDITIONAL STRATEGIES**

- Inyo HHS monitors progress in the identified goal area of P1: Permanency in 12 months for foster youth and probation and reports back to Child Welfare at quarterly staff meetings, and also reviews P4:Re-entry into foster care within 12 months as reported by Berkeley data.
- The efficacy and quality of CFTs will also be evaluated by the CFSR case review team who is conducting interviews that capture child and family voice about the services offered and received from Child Welfare, Probation, and other CFT members.

No additional steps beyond those already identified in our SIP chart and listed above are currently being added to this strategy.

#### **Strategy 3: Continue to Increase Family Stabilization through FIRST WRAParound Service Expansion**

##### **ANALYSIS**

We did not make as large a reduction in our recurrence of maltreatment rates as we hoped in FY 2017-18.

Due to our small population, a single case fluctuation from Q3 to Q4 makes the difference from meeting our percentage goal of 10% or less recurrence (2 of 22 in Q3), to not meeting that goal at 13% recurrence (3 of 22 in Q4)

These small numbers make it important for us to look at the long term trend overtime, rather than only a snapshot basis, so we are also thinking about adopting a system factor measure for this strategy to help add some perspective.

Other data shows our FIRST program served 16 families and had 2 families who withdrew without successful completion in FY 2017-18, both due to substance use relapse that led to jail involvement. Substance use is also a key factor in many of our CPS cases, so we know that training in, and implementing, more evidence-based interventions to support family recovery will continue to be huge priority when it comes to improving our WRAParound and welfare services.

The Protective Factors Framework was developed by the University of Chicago's Center for the Study of Social Policy and adopted by the U.S. Department of Health & Human Services as an evidence-based approach to



decrease and prevent child abuse, while strengthening families and communities. It's associated tool, the Family Development Matrix (FDM) measures increases in each of the 5 requisite factors.

The average 2017-18 FIRST family benefited from an overall protective factors increase of 24% – from an average 37% at entrance to average 61% as of Spring 2018, when all 5 factors are combined.

The factors that increased the most for families in FIRST last year are Child Development Services (increased by an average 18% per family) and Parent Knowledge of Child Development (increased by an average 15% per family).

The factor with the smallest increase overall was Concrete Resources (6%), most likely because the families we see in FIRST are often already connected to some system supports. (Concrete Resources is the highest pre-measure factor for families upon entrance, averaging 58% at entrance for 2017-18 families.)

Somewhat unsurprisingly, Parent Knowledge of Child Development is the lowest protective factor category at entrance with the typical 2017-18 FIRST family starting with a score closer to 35% at entrance. Seeing significant improvements in this factor on the FDM underscores the efficacy of some of the Triple P (Positive Parenting Program) gains FIRST families also show on their post intervention tests .

#### **ACTION STEP STATUS**

- A) Improve FIRST Data with the addition of more evidence based measures and the collection of longitudinal outcome by Sept 2018 September 2019 (In progress)  
The Health & Human Services Evaluation and Outcomes Analyst Team will continue to work on developing collection methods as part of CQI process
- B) Enhance Substance Use Disorder (SUD) informed interventions and sobriety supports delivered to WRAP families to help prevent drug or alcohol related relapse, maltreatment, or re-removal  
**(Complete)**  
Working with Addicted Families training from UC Davis was conducted in September 2017
- C) Increase trauma informed approaches in family practice by implementing ACE and resiliency screens with parents by July 2017- **(Complete)**  
Inyo County continues to connect families to planning, organization, and fiscal resilience skill trainings as well as to physical & behavioral health resources to mitigate the effects of trauma
- D) Evaluate the EBP program impacts to see if they have improved the rates of reoccurrence of maltreatment at quarterly CW staff meetings by July 2022. (In progress, on time).

#### **METHOD OF EVALUATION / MONITORING ADDITIONAL STRATEGIES**

- Inyo HHS Analyst Team monitors progress in the identified goal areas of P4: Recurrence of Maltreatment and reports on a quarterly basis to CW staff.
- Pre and Post Measures relating to scoring on the Protective Factors Family Development Matrix, the Parenting Scale, and the Depression and Anxiety Screening Scale, are being collected routinely by

FIRST staff to demonstrate individual and overall family progress.

- Families are introduced to ACEs, Resilience, and strengths-based screening tools to assist them in identifying trauma-informed resources they can employ. Depersonalized aggregate information about the types of trauma FIRST families most frequently have experienced will inform further CW strategy and resource development efforts.

#### **Strategy 4: Improve Timely Response (2B) and Monthly Visits (2F) data accuracy with the addition of digital voice transcription devices and increased trainings in CWS/CMS and Safe Measures**

##### **ANALYSIS**

While we made progress in our data entry backlog by testing and employing digital voice transcription devices for social workers, and hiring a temporary worker to input backlogged data, Inyo did not meet its 2017-18 goals for improved timely response (2B) or monthly visits (2F). Our actual performance in 2B was 45.3% with the national standard being greater than 90%. Our actual performance in 2F was 81.1% with the national standard being greater than 95%.

In 2016 Inyo was below the national standard for timely response (10-day) by 17% and below the national standard for monthly visits by 10%. While 2017-18 was a year with a large percentage of staff turn-over (55%, or 6 of our 11 CPS employees, including the Child Welfare supervisor and the RFA social worker, made transitions) that does not account for the precipitous drop in timely response (10-day) figures to 57% below the national average. If we had met our goal, a gain of 7% toward the national average, we would instead be at 80%. We failed to meet our goal for monthly (2F) visits, as well, but at 81% for 2017-18, we did increase 7.5% from 2016's 73.5% average.

While we failed to meet our goal the completion of critical action steps were impactful for our department. Implementing systemic changes in workflow, documentation, and data entry practices have created a more efficient process. This has freed up time for our CW staff to complete other requirements and may have a future impact of later evaluation of 2B/2D measures.

##### **ACTION STEP STATUS**

- A) Implement a pilot project with 2 staff utilizing dragon voice recorders in the field to improve case note entry timeliness. Analyze outcomes for improvements – June 2018 **(Complete)**  
2 Workers tested Dragon technology for 3 months, and their timeliness and case note structure improvements were significant – October 2017
- B) If successful, purchase Dragon technology for all social work staff – July 2018 **(Complete)**  
All staff equipped with digital voice recorders – March 2018
- C) Hire a temporary social worker to help with data entry backlog to ensure a 10% improvement in FY 2017-18 **(Complete)**  
Temporary social worker helped with data entry from October to March 2018

- D) Bring CWS/CMS and Safe Measures training to Inyo to build staff capacity – July 2018 and 2019- (In progress)  
CWS/CMS Training from UC Davis was scheduled in May 2018 but due to scheduling conflicts with trainer it was cancelled. With the pending rollout of CARES, and trouble getting a trainer to Inyo County, we have decided to push the CWS/CMS training in lieu of a CARES training. Safe Measures Training is scheduled for 2019.
- E) Review rates quarterly & incorporate findings related 2B and 2F in CFSR case reviews – July 2022 (In Progress, on time)  
Our case review analysts have had presentation with Child Welfare to review strengths and opportunities that were found during the CFSR Case Review process. These presentations will be continued quarterly and we are working on a more formalized CQI process that will incorporate case reviews.

#### **METHOD OF EVALUATION / MONITORING ADDITIONAL STRATEGIES**

- Inyo HHS monitors progress in the identified goal areas of Timely Response 2B and Monthly Visits 2F and reports back to CW staff at quarterly meetings.
- The CW Supervisor and Deputy Director of Social Services are going to look into Timely Response (2B) rates on a monthly basis throughout 2018-19 to try to get to the bottom of whether this is a common staff data input error, or if this is truly indicative of a performance issue requiring aggressive correction.

#### **OBSTACLES AND BARRIERS TO FUTURE IMPLEMENTATION**

##### **CWS:**

Our greatest Child Welfare System challenges in 2017-18 related to staff turnover and staff training. We have tried multiple times in the past 2 years to recruit for Social Worker IV positions, and have not had success permanently filling these roles. Because our rural area does not have access to many candidates with degrees in Social Work, we are instead filling positions with lesser classifications and investing significant time and dollars in training Social Worker I, II, and III candidates in the hopes of advancing their abilities to carry out some of the more technical aspects of the caseload. This year one of our Social Worker IV's with a BA in Social Work started working toward getting her MA as well, and we are excited to support her journey. As mentioned previously, 2017-18 saw a greater than 50% staff turn-over in Inyo Child Welfare, so our remaining staff carried a heavy load through a great deal of transition. Supporting staff with training opportunities, internal coaching, and encouragement to practice self-care, are goals we are highly cognizant of. Inyo HHS Senior Management is preparing for Self-Care to be the theme of the next upcoming All Staff Day in February 2019, potentially utilizing a speaker from the Kyer Group through UC Davis to educate staff in relation to this topic.

Another ongoing challenge for Inyo is the fact that our small caseload numbers put us at a permanent disadvantage for being able to accurately portray our service performance through percentage rates alone. A recent experience this past year at the UC Davis CW Data Team training illustrated this perfectly. Looking at data from a few years ago, we started to discuss an Inyo example in which 5 of 5 children exiting during a certain quarter re-entered in the same year. Our CW Supervisor knew immediately that these were 5 children

from the same family. Numbers alone made our P4 rate look like 100% of Inyo children re-enter the foster system within 12 months, but social workers who walked through many stages of this case with the family had a whole other tale to tell. Working with this family for an extended 12 months to help them reunify and maintain successes after system re-entry, social workers saw disengaged parents commit to change. The parents of the 5 children made concrete gains in probation compliance, sobriety, housing, employment, parenting classes, and improved social connections. Children were connected to child development supports ranging from developmental delay regional center therapy sessions, to drama and music classes, to foster parents maintaining a respite support role for the family on weekends. The family still has plenty of ground to gain in permanent stabilization, and is currently receiving voluntary support in achieving their own self-identified goals through the (partially CBCAP funded) FIRST WRAParound team. However, to Inyo CW this family is a great example of how improved resources and relationships can change the trajectory of challenged family who commits to progressive change, whereas a numbers alone portrait instead depicts a complete indictment of Inyo reunification practices.

There is always room for improvement, and we are committed to knowing our national and state performance measures and improving them, but we would also like to accurately reflect the long term successes that we see families achieving and maintaining year after year beyond system exit.

**Probation:**

Lack of staffing for extended periods of time in the juvenile division has led to problems capturing the data in an accurate way. We are confident that as probation acquires permanent Juvenile Probation staff we will see that reflected in the data.

**PROMISING PRACTICES/ OTHER SUCCESSES**

**CWS:**

Staff is excited that many of the promising practices and newly available tools for Child Welfare are being implemented in Inyo. A new contract for Binti was recently approved and rolled out to RFA applicants, making it much easier for families to track their progress and understand what steps they still need to complete for certification.

Our internal capacity for CFSR Case Reviews developed more thoughtfully this year, as we trained 3 new staff as Case Reviewers, and one member also went on to train as a QA Reviewer. Both of our new reviewers caught up in the process to complete a case per quarter, and we plan to send one of them to a regional QA reviewer training in 2018-19 so that there is built-in capacity for reviews to continue that is not dependent on a single individual. (Staff turnover in the past led to a year-long stalemate without any local QA, and a single case review in one year, so we have been intentional to build more redundant capacity.)

A large percentage of our child prevention monies are leveraged with First 5, Substance Use Prevention, and Maternal Child and Adolescent Health (MCHA) dollars to offer a system of free, evidence-based Triple P (Positive Parenting Program) parenting classes across our county. Fiscal year 2017-18 saw investments in trainer certifications for Triple P Teen Group (Parenting ages 12-18) and Triple P Stepping Stones (Parenting Children with Special Needs) to complement the more than 60 certifications across multiple county agencies

already offering Triple P Primary Care, Group, Spanish Group, Lifestyle, and Pathways.

In Fall 2017 Inyo Public Health and Prevention launched the first Triple P Lifestyles class to Inyo families with overweight or obese children referred by health providers to support entire family eating and activity change, and in Spring 2018 they offered the first Stepping Stones class to parents of children with disabilities, a high risk population for abuse. Triple P Group and Pathways classes continued to be offered in the Inyo County jail, along with the addition of Inside Out Dad, a National Fatherhood Initiative Curriculum developed specifically for incarcerated fathers.

**Probation:**

Inyo probation has definitely been successful in their implementation of CFTs. Not only have they implemented CFTs for youth but they have also implemented CFTs for high risk kids to mitigate future occurrences.

**OUTCOME MEASURES NOT MEETING STATE/NATIONAL STANDARDS**

*Permanency in 12 months (entering foster care) (P1) - Probation*

**National Standard of >40.5% NOT ACHIEVED**

**Actual Performance: 0%**

The actual performance for Probation is at zero percent. Inyo County had one youth in care and efforts were not made to place this child at a lower level of care (RFA home) because the needs of the child were to get substantial treatment. We know that not meeting the goal in the=is measure was a direct result of the probation youth being in a specialized facility, receiving prolonged treatment.

*Recurrence of Maltreatment (S2)*

**National Standard of <9.1% NOT ACHIEVED**

**Actual Performance: 13.3%**

Inyo County did not meet this goal because of our unique situation. The reoccurrence occurred in a sibling group which skewed the overall average, being that we have a small number of children overall. The County will continue to monitor this measure.

*Timely Response (10-day) (2B)*

**National Standard of >90% NOT ACHIEVED**

**Actual Performance: 32.8%**

Inyo County is committed to addressing this issue. We believe that it is a systemic issue that is being corrected through the CQI process and that it is not an accurate reflection of the services being delivered to our families. We are looking into improving the workflow and data entry processes so that we

*Monthly Visits (2F) Out of Home*

**National Standard of >95% NOT ACHIEVED**

### **Actual Performance: 41.7%**

While Inyo County Probation has met the 2F requirements for Monthly Visits (In Residence) 100% of the time, we have failed to meet the Out of Residence standard of > 95%. The actual performance is at 41.7%. Upon further investigation this is a data entry issue. Inyo County probation uses a separate data entry system to track the juvenile youth. Also, transition in the juvenile youth probation officer led to data inefficiencies. This can be remedied through training after an officer is in this position.

### **WELFARE/PROBATION PLACEMENT INITIATIVES**

Inyo Probation, Inyo HHS Behavioral Health, & Child Welfare meet every other month to continue their juvenile justice reform efforts. Besides collaborating on joint reports to the county Board of Supervisors, HHS Prevention and Probation staff has worked together on joint youth activities in the outdoors including hikes, day camps, and even a rock climbing excursion with probation and mentoring youth participation.

Probation officers and leaders regularly attend the monthly Resource Family Socials that Child Welfare organizes, enhancing the accessibility and awareness that foster families have for probation staff supports. The Inyo Probation chief also has developed a juvenile justice training for Resource Family applicants that explains the laws, timeframes, and processes for juvenile justice youth.

Inyo County is looking to build a new consolidated services building that could foster even more ways for Probation and Social services staff to invest in collaborations. Early design efforts have included the idea of co-locating Probation, Child Welfare, the Behavioral Health Child & Family Team, and WRAParound staff all on the same floor with shared Area Resource Center space. Literally taking down departmental walls and working from the same site should further efforts to streamline our service collaboration.

The next step in our reform efforts for 2018-19 is to actually begin to utilize resource families as an alternative placement to detaining youth out of county. Also the recruitment of more Native American resource families would also be a positive step toward connecting youth with increased cultural resilience factors. Identifying formal and informal ways to invite tribal communities to partner with Child Welfare and Probation in developing alternative sanctions for troubled American Indian youth should also be pursued in 2018-19.

### **STATE AND FEDERALLY MANDATED CHILD WELFARE/ PROBATION INITIATIVES**

Inyo County has implemented the mandated *Child Welfare Case Review* process. The Health and Human Services –Evaluation and Outcomes Unit will be conducting the reviews for both Child Protective Services as well as Juvenile Probation. To date, no probation cases have been selected for review. Inyo County has been building our Case Review Team, and has two case review analysts and one first level county QA reviewer certified. We have submitted 4 cases at this time. The county reviews only 8 cases per year and we look forward to analyzing the review data once sufficient amount of evidence is collected. This information will be used to inform future System Improvement Plans as well as improve practices.

Inyo County has implemented the *Resource Family Approval* (RFA) process and has dedicated staff to this




function. RFA requires that county child welfare agencies, including Juvenile Probation, foster parent associations and other interested community parties implement a unified, family friendly and child-centered resource family approval process. Our **Continuum of Care** (CCR) Supervisor is responsible for converting our 18 foster family and interested candidates in 2017-18 through the RFA process. Currently, 11 resource families were recruited in 2017-18, 1 family was certified as a RFA family during 2017-18, 8 RFA families are currently in process, and 2 are willing to accept juveniles.

**Pathways to Well-Being** (formerly Katie A.) developed from the 2002 class action suit against County of LA and the State of California seeking to improve the provision of mental health services to children and youth in, or at risk of, placement in foster care. The Core Practice Model Guide (renamed Integrated Core Practice Model in 2018) was created to ensure that county child welfare service agencies, behavioral health service agencies, and service providers are working together and with children/youth and families to improve the safety, permanency and well-being of children/youth in the child welfare system. Inyo County Child Welfare is committed to working with Inyo County Behavioral Health to developing integrated collaborative services that include engagement with youth and families to meet the complex needs of our population. What an upcoming training scheduled in April 2019 for CANs.

In January of 2017, counties were instructed to design and implement **Child and Family Teams** (CFT's) for all children/youth entering foster care as of January 1, 2017. CFT's are expected to meet within 60 days of a child entering care, and every 6 months thereafter. We have CFT's regularly in 17-18. We successfully implemented a CFT with Inyo County Probation in 2017-18 involving a youth who had been in restrictive confinement out-of-county for several months. The CFT process helped coordinate support and the youth has since returned to the community.

## California – Child and Family Services Review Signature Sheet

For submittal of: CSA  SIP  Progress Report

County	Inyo
SIP Period Dates	2017-2022
Outcome Data Period	FY 2017-18
<b>County Child Welfare Agency Director</b>	
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Mailing Address	Inyo County HHS Social Services 162 "J" Grove Street Bishop, CA 93514
<b>County Chief Probation Officer</b>	
Name	Jeff Thomson – Inyo County Chief Probation Officer
Signature*	
Phone Number	760-872-4111
Mailing Address	Inyo County Probation PO Drawer T Independence, CA 93526
<b>Public Agency Designated to Administer CAPIT and CBCAP</b>	
Name	Marilyn Mann – Inyo HHS Director
Signature*	
Phone Number	760-873-3305
Mailing Address	Inyo County Health & Human Services 163 May Street Bishop, CA 93514
<b>Board of Supervisors (BOS) Signature</b>	
BOS Approval Date	

**Mail the original Signature Sheet to:**

\*Signatures must be in blue ink

Children and Family Services Division  
Outcomes and Accountability Section  
California Department of Social Services  
744 P Street, MS 8-12-91  
Sacramento, CA 95814



Name	
Signature*	

**Contact Information**

Child Welfare Agency	Name	Keri Oney
	Agency	Inyo County HHS Aging & Social Services
	Phone & E-mail	koney@inyocounty.us
	Mailing Address	162 "J" Grove Street, Bishop, CA 93514
Probation Agency	Name	Jeff Thomson
	Agency	Inyo County Probation
	Phone & E-mail	jthomson@inyocounty.us
	Mailing Address	PO Drawer T, Independence, CA 93526
Public Agency Administering CAPIT and CBCAP <small>(if other than Child Welfare)</small>	Name	Marilyn Mann
	Agency	Inyo County Health & Human Services
	Phone & E-mail	mmann@inyocounty.us
	Mailing Address	163 May Street, Bishop, CA 93514
CAPIT Liaison	Name	Marilyn Mann
	Agency	Inyo County Health & Human Services
	Phone & E-mail	mmann@inyocounty.us
	Mailing Address	163 May Street, Bishop, CA 93514
CBCAP Liaison	Name	Marilyn Mann
	Agency	Inyo County Health & Human Services
	Phone & E-mail	mmann@inyocounty.us
	Mailing Address	163 May Street, Bishop, CA 93514
PSSF Liaison	Name	Marilyn Mann
	Agency	Inyo County Health & Human Services
	Phone & E-mail	mmann@inyocounty.us
	Mailing Address	163 May Street, Bishop, CA 93514



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

For Clerks Use Only

AGENDA NUMBER

15

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Approval of U.S. Forest Service Cooperative Law Enforcement Agreement for Controlled Substance Operations.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board A) approve the application for the 2019 Financial & Operation Plan for Controlled Substance Operations U.S. Forest Service reimbursements in the amount of \$5000; B) authorize the Chairman of the Board to sign the agreement and all necessary documents; C) contingent upon adoption of the FY 19/20 budget.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Illegal marijuana cultivation within the Forest Service boundaries in Inyo County continues to increase. These include the areas from the Southern end of the county to the Northern end of the county. The Sheriff's Office has continued to work the cultivations with the U.S. Forest Service and BLM. Monies from this agreement will enable the Sheriff's Department in continuing to assist in these investigations and the eradication of thousands of illegally grown marijuana plants within Inyo County. The illegal marijuana-growing season starts in the spring, usually April or May and the harvesting season begins in August to September, as such, no expenditures or reimbursements are expected until FY 2019/20.

**ALTERNATIVES:**

Deny the agreements and use existing county funds for controlled substance operations.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The U.S. Forest Service reimbursements total \$5000, to be billed and received in the 2019/20 fiscal year. The revenue will be budgeted in the Sheriff General (022700) budget for the FY 2019/20.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>06/05/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>6/5/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 6/10/19



FS Agreement No. 15-LE-11051360-025  
Cooperator Agreement No. \_\_\_\_\_  
Modification No. 11

**EXHIBIT B**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
INYO COUNTY SHERIFF'S OFFICE  
And the  
USDA, FOREST SERVICE  
INYO NATIONAL FOREST**

**2019 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff's Office, hereinafter referred to as "ICSO," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #15-LE-11051360-025 executed on 8/14/2015. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2018 and ending September 30, 2019.

**Previous Year Carryover: 1,782.86**  
**FY 2019 Obligation: \$3,217.14**  
**FY 2019 Total Annual Operating Plan: \$5,000**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Jeff R. Hollowell, Sheriff Inyo County P.O. Drawer "S" 550 South Clay Street Independence, CA 93526 Telephone: (760)878-0320 FAX: (760) 878-0389 E-mail: blutz@inyocounty.us	Riannah Reade P.O. Box Drawer S 550 South Clay Street Independence, CA 93526 Telephone: (760-878-0326 FAX: (760) 878-0389 E-mail: rreade@inyocounty.us



<b>Cooperator Alternate Contact</b>
Kelvin Johnston P.O. Drawer S 550 South Clay Street Independence, CA 95326 Telephone: (760)873-8705 <b>FAX: (760)873-6426</b> <b>E-mail: kjohnston@inyocounty.us</b>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact #1</b>	<b>U.S. Forest Service Administrative Contact</b>
Sam Maldonado, Special Agent San Bernardino National Forest 602 S. Tippecanoe San Bernardino, CA 92408 Telephone: 909-522-6905 <b>FAX: 909-382-0705</b> <b>E-mail: sam.maldonado@usda.gov</b>	Eric Rusch, Program Support Assistant Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 <b>Office: 707-562-9127</b> <b>FAX: 707-562-9031</b> <b>E-mail: eric.rusch@usda.gov</b>

<b>U.S. Forest Service Program Coordinator Contact</b>
Kevin Mayer Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562- 9155 (Office) <b>FAX: 707-562-9031</b> <b>E-mail: kevin.mayer@usda.gov</b>

**II. CONTROLLED SUBSTANCE OPERATIONS**

Pursuant to IV- I of Agreement No. 15-LE-11051360-025, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:



A. The *U.S. Forest Service* agrees:

1. To reimburse **ICSO** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
  - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
  - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse **ICSO** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
  - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
  - b. Apprehension of persons suspected of producing or trafficking controlled substances.
  - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
  - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse **ICSO** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

**Note:** **ICSO** retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse **ICSO** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.



Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. **ICSO** agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
  - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
  - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
  - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and **ICSO** mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to **ICSO** under this agreement;

Salary (base)	<b>\$35.16</b> per hour,
Salary (overtime)	<b>\$base + 1/2</b> per hour,
Per diem costs	<b>\$34/M&amp;IE + \$55.00/Lodging,</b>
Travel (mileage and fares)	<b>\$0.66</b> per mile,
Helicopter flight time	<b>Actual documented costs,</b>
Supplies or equipment	<b>Actual documented costs</b>

2. The total expenditures of **ICSO** that may be reimbursed may not exceed... **\$10,000**.  
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

D. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

**III. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

**ICSO** will furnish monthly itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements (Attachment A) to:

Eric Rusch, Program Support Assistant  
Pacific Southwest Regional Office - LEI  
1323 Club Dr.  
Vallejo, CA 94592

Send photo copy to:

Sam Maldonado, Special Agent  
San Bernardino National Forest  
602 S. Tippecanoe  
San Bernardino, CA 92408

- b. **Send hard copy invoices to:**

U.S. Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101 B Sun Ave NE  
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: [ASC\\_GA@fs.fed.us](mailto:ASC_GA@fs.fed.us)

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2019 in order to receive payment.
- d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov) for the verification of the EFT (Electronic Funds Transfer) banking information.**

**Job Code: NFLE5119 1360 \$3.217.14**





In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

  
\_\_\_\_\_  
JEFF R. HOLLOWELL, SHERIFF  
Inyo County

5/30/19  
\_\_\_\_\_  
Date


\_\_\_\_\_  
Chairperson, Board of Supervisors  
Inyo County

\_\_\_\_\_  
Date

\_\_\_\_\_  
DON HOANG, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

\_\_\_\_\_  
Date

The authority and format of this agreement has been reviewed and approved for signature.

  
\_\_\_\_\_  
KAREN MCWILLIAMS  
U.S. Forest Service, Grants Management Specialist

4-24-19  
\_\_\_\_\_  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**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: Water Department

FOR THE BOARD MEETING OF: June 18, 2018

SUBJECT : Approval of contracts between the County of Inyo and LORP MOU Consultants, Mark Hill and Bill Platts (dba Platts Consulting).

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve the Consultants contracts between the County of Inyo and LORP MOU Consultants, Mark Hill and Bill Platts (dba Platts Consulting) serving as individual independent contractors, for the provision of LORP Biological Resources Consulting Services in the amount of \$32,655 for Mark Hill and \$32,655 for Bill Platts for a total amount not to exceed \$65,310 for the period of July 1, 2019 to June 30, 2020; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

**SUMMARY DISCUSSION:** The 1997 MOU calls for employing a biological consultant to provide the MOU parties with adaptive management recommendations for the Lower Owens River Project (LORP). The County administers the MOU Consultant contracts. Their tasks and budget are described in the annual LORP Work Plan.

A 2019-2020 annual LORP Work Plan was prepared according to the Agreement between the County of Inyo and City of Los Angeles concerning operation and funding of the Lower Owens River Project (Funding Agreement) Sections D, E, and F. On May 9, 2019, the Technical Group adopted a 2019-2020 fiscal year Lower Owens River Project Work Plan, Budget, and Schedule. Following adoption by the Technical Group, the work programs must be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented. Your Board approved the FY 2019-2020 LORP Work Plan and Budget on June 11, 2019. The FY 2019-2020 LORP Work Plan Budget included \$65,310 for MOU consultant services.

The costs of consultants, if any (including Ecosystems Science), who assist in LORP-related monitoring, data collection, data analysis, and/or reporting, is a post-implementation cost that is shared by Inyo County and LADWP (Post Implementation Agreement Section II.D.4).

The FY 2019-2020 LORP Work Plan identifies tasks to be carried out by MOU consultants. These include:

- River and Wetland Site Visits
- Annual Report Evaluation and Adaptive Management Recommendations
- Meetings
- Associated Expenses

**ALTERNATIVES:** The Board could deny the request, and require that the contract be administered and funded in another manner. This alternative would delay the consultants' work and interfere with meeting specified reporting schedules.

**OTHER AGENCY INVOLVEMENT:** LADWP

**FINANCING:**

Funding for the LORP is provided for and circumscribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account 504103, Sierra Club vs LADWP ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965.00 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932.00. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000.00 obtained from the U.S. Bureau of Reclamation, \$250,000.00 obtained from the U.S. Department of Housing and Urban Development, and \$150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965.00 and the \$2,989,932.00 that will be applied to the LORP initial construction costs (a difference of \$2,253,033.00), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP. The balance of the Post Implementation Credit held in trust by LADWP was \$1,224,372 as of June 21, 2016.

As of April 2019, the balance of the Post Implementation Credit held by LADWP was \$1,176,822.

The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033.00 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.


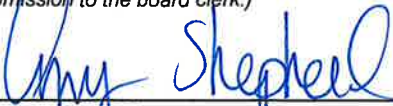
On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP.

As of March 15, 2019, the balance of the LORP Trust held by the County was \$2,410,466.

On June 1, 2010, LADWP and the County entered into a LORP Post-Implementation Funding Agreement delineating the joint funding mechanisms that would be used to fund and implement the LORP. The LORP Post-Implementation Agreement, Section N provides that:

Only after the credit has been fully expended will the County be required to pay to LADWP its share of the LORP post-implementation costs from the trust account ... however, before the credit has been fully expended, the County may reimburse itself from the trust account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County that the County conducts under an annual work plan and budget that has been approved by the County and LADWP.

These contracts have been budgeted in the 2019-2020 Water Department budget (024102), Professional Services (5265) and will be funded from the LORP Trust Account (504103).

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/24/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/31/19</u>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 5-14-19  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK HILL LLC  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Biological Resources Consulting services of MARK HILL LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by Aaron Steinwand, Director, Inyo County Water Department. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2019 to JUNE 30, 2020 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of 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 Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Thirty two thousand six hundred fifty five and 00/100----- Dollars (\$ 32,655) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

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 Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
3. The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

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

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

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

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

## 7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

## 8. INSURANCE.

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

**9. STATUS OF CONSULTANT.**

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

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Consultant 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 from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant'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. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

**11. RECORDS AND AUDIT.**

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



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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**County of Inyo:**

Inyo County Water Department  
P.O. Box 337  
Independence, CA 93526

Name  
Address  
City and State

**Consultant :**

Mark Hill LLC  
185 Pinnacle Ct.  
Mesquite, NV 89027

Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK HILL LLC  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

By: Mark Hill

Signature

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

MARK HILL

Print or Type Name

Dated: 5/17/19

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

s/Contracts/MiscAgreements/LORPConsultingSvs.Water .156

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK HILL LLC  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

Signature

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

Print or Type Name

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

s/Contracts/MiscAgreements/LORPConsultingSvs.Water .156



**2019-20 WORK PLAN AND BUDGET FOR THE LORP MOU CONSULTANT MARK HILL****TASK 1. RIVER AND WETLAND SITE VISITS**

The MOU Consultant will make a reconnaissance and review site visit to the LORP river and wetlands, the Delta and off-channel lakes and ponds to familiarize themselves with on-the-ground conditions. This site visit will be made in early November in conjunction with range review. This will save costs by sharing some expenses. This will allow the Consultant to see the LORP in both summer and early winter conditions prior to reviewing and evaluating the 2019-20 annual report and making adaptive management recommendations.

*Labor:*

	HOURS	RATE	COST
Principal (Hill)	20	\$130	\$2,600
Subtotal			\$2,600

*Expenses:*

Travel (Mileage 1500/trip @ \$0.56/mi)	0.5	\$840	\$420
Lodging	1	\$155	\$155
Per Diem	1	\$95	\$95
Expenses Subtotal			\$670

**TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS**

At the end of October, LADWP and ICWD will forward the draft annual report to the MOU Consultant. The MOU Consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, reevaluating or re-estimating and verifying conclusions. Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU Consultant will present the recommendations to the Technical Committee, the MOU parties, decision makers, and the public as required. The deliverables will come in the form of a simple MS Word Document that does not contain specialized features or protections on the document. AMR must be delivered to Inyo and LADWP by no later than the first Monday in December.

*Labor:*

	HOURS	RATE	COST
Principal (Hill)	185	\$130	\$24,050
Subtotal			\$24,050

**TASK 3. MEETINGS**

The MOU consultant will meet with LADWP and ICWD to review progress or discuss issues either in person, or via teleconference. The MOU consultant will provide progress reports to LADWP and ICWD as needed. This task requires the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss progress towards meeting the LORP objectives.

*Labor:*

	HOURS	RATE	COST
Principal (Hill)	30	\$130	\$3,900

Subtotal 

	\$3,900
--	---------

*Expenses:*

Travel (Mileage 1500/trip @ \$0.56/mi)

1	\$840	\$840
---	-------	-------

Lodging

2	\$155	\$310
---	-------	-------

Per Diem

3	\$95	\$285
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Expenses Subtotal \$1,435

TOTAL BUDGET \$32,655



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MARK HILL LLC  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**FROM: JULY 1, 2019 TO: JUNE 30, 2020**

**SCHEDULE OF FEES:**

County shall pay to Contract for the work and services described in Attachment A which are performed by Consultant at County's request in an amount not to exceed \$ 32,655.

Hourly rate is \$130.00

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** MARK HILL LLC  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** JULY 1, 2019      **TO:** JUNE 30, 2020

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

Travel expenses will be reimbursed at the following rates:

Mileage	@ \$ .56	per mile
Lodging	\$ 155.00	per day
Per Diem	\$ 95.00	per day

Section 3E- Billing and Payment because of the flat rate no receipts for lodging or per diem is required.



**AGREEMENT BETWEEN COUNTY OF INYO  
AND PLATTS CONSULTING  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Biological Resources Consulting services of PLATTS CONSULTING (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by Aaron Steinwand, Director, Inyo County Water Department. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2019 to JUNE 30, 2020 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of 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 Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Thirty two thousand six hundred fifty five and 00/100----- Dollars (\$ 32,655) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

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 Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
3. The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

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

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

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

## 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

## 7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

## 8. INSURANCE.

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

**9. STATUS OF CONSULTANT.**

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

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Consultant 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 from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant'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. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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



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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**County of Inyo:**

Inyo County Water Department  
P.O. Box 337  
Independence, CA 93526

Name  
Address  
City and State

**Consultant :**

Platts Consulting  
3920 W. Hillcrest Dr.  
Boise, ID 83705

Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PLATTS CONSULTING  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

**COUNTY OF INYO**

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

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

**CONSULTANT**

By: William S. Platts  
Signature

William S. Platts  
Print or Type Name

Dated: May 16, 2019

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

s/Contracts/MiscAgreements/LORPConsultingSvs.Water .156

**AGREEMENT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_  
PLATTS CONSULTING  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

\_\_\_\_\_  
Print or Type Name

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

s/Contracts/MiscAgreements/LORPConsultingSvs.Water .156

**ATTACHMENT A**

**AND** AGREEMENT BETWEEN COUNTY OF INYO  
PLATTS CONSULTING  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** JULY 1, 2019      **TO:** JUNE 30, 2020

**SCOPE OF WORK:**

See Attachment A-1

**2019-20 WORK PLAN AND BUDGET FOR THE LORP MOU CONSULTANT BILL PLATTS****TASK 1. RIVER AND WETLAND SITE VISITS**

The MOU Consultant will make a reconnaissance and review site visit to the LORP river and wetlands, the Delta and off-channel lakes and ponds to familiarize themselves with on-the-ground conditions. This site visit will be made in early November in conjunction with range review. This will save costs by sharing some expenses. This will allow the Consultant to see the LORP in both summer and early winter conditions prior to reviewing and evaluating the 2019-20 annual report and making adaptive management recommendations.

*Labor:*

	HOURS	RATE	COST
Principal (Bill)	20	\$130	\$2,600
Subtotal			\$2,600

*Expenses:*

Travel (Mileage 1500/trip @ \$0.56/mi)	0.5	\$840	\$420
Lodging	1	\$155	\$155
Per Diem	1	\$95	\$95
Expenses Subtotal			\$670

**TASK 2. ANNUAL REPORT EVALUATION AND ADAPTIVE MANAGEMENT RECOMMENDATIONS**

At the end of October, LADWP and ICWD will forward the draft annual report to the MOU Consultant. The MOU Consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, reevaluating or re-estimating and verifying conclusions. Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU Consultant will present the recommendations to the Technical Committee, the MOU parties, decision makers, and the public as required. The deliverables will come in the form of a simple MS Word Document that does not contain specialized features or protections on the document. AMR must be delivered to Inyo and LADWP by no later than the first Monday in December.

*Labor:*

	HOURS	RATE	COST
Principal (Bill)	185	\$130	\$24,050
Subtotal			\$24,050

**TASK 3. MEETINGS**

The MOU consultant will meet with LADWP and ICWD to review progress or discuss issues either in person, or via teleconference. The MOU consultant will provide progress reports to LADWP and ICWD as needed. This task requires the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss progress towards meeting the LORP objectives.

*Labor:*

	HOURS	RATE	COST
Principal (Bill)	30	\$130	\$3,900

Subtotal 

	\$3,900
--	---------

*Expenses:*

Travel (Mileage 1500/trip @ \$0.56/mi)

1	\$840	\$840
2	\$155	\$310
3	\$95	\$285

Lodging

Per Diem

Expenses Subtotal \$1,435

TOTAL BUDGET \$32,655

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PLATTS CONSULTING  
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**FROM: JULY 1, 2019 TO: JUNE 30, 2020**

**SCHEDULE OF FEES:**

County shall pay to Contract for the work and services described in Attachment A which are performed by Consultant at County's request in an amount not to exceed \$ 32,655.

Hourly rate is \$130.00



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** PLATTS CONSULTING  
**FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

**TERM:**

**FROM:** JULY 1, 2019      **TO:** JUNE 30, 2020

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

Travel expenses will be reimbursed at the following rates:

Mileage	@ \$ .56	per mile
Lodging	\$ 155.00	per day
Per Diem	\$ 95.00	per day

Section 3E- Billing and Payment because of the flat rate no receipts for lodging or per diem is required.





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

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

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Premium Energy Holding - Preliminary Permit for the Haiwee Pumped Storage Project

**DEPARTMENTAL RECOMMENDATION:**

- Receive a presentation by planning staff regarding the application to the Federal Energy Regulatory Commission (FERC) for a Preliminary Permit for the Haiwee Pumped Storage Project; and,
- Provide direction to staff regarding submitting a comment letter.

**SUMMARY DISCUSSION**

Premium Energy Holding LLC has applied to the FERC for a preliminary permit to study a hydro-electric pump back storage project for the Haiwee dam area. A preliminary permit is issued for up to four years. It does not authorize construction, but it maintains priority of an application for license while the applicant studies the site and prepares to apply for a license. The applicant is required to submit periodic reports on the status of its studies. The preliminary permit it is not necessary to apply for or receive a license.

The proposed Haiwee Pumped Storage Project is proposed to be located in an extension of north Haiwee dam in a new reservoir called north Haiwee reservoir 2 in the project description. The project area will also extend to one of three alternative reservoir sites. Two of these alternatives are located to the east in the Coso Range and the third to the west in the Sage Flat Road area in the Inyo National Forest (map attached). The project description envisions the pumped storage power facility having capacity ranging from 1,200 MW to 2,000 MW.

In concept, this project can support renewable energy storage without the use of batteries and help promote the State's renewable energy goals. There are a few concerns, however, with regard to the proposed placements of the 3 alternative reservoirs and potential conflicts with the County's General Plan, these include:

1. The proposed Coso Range Reservoirs Alt. 1 and Alt. 2 are located in a wilderness area - the Coso Range Wilderness.
2. The proposed Sage Flats Reservoir Alt. 3 is partially located in the Inyo National Forest Plan Revision's proposed South Sierra Wilderness area.
3. Inyo County has language in its General Plan limiting new transmission. General Plan policy LU-1.20 states: the County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group.

The County can make the FERC aware of these issues with regard to Premium Energy Holdings preliminary permit application by submitting a comment letter. Staff is asking the Board for direction on the comment letter.

**OTHER AGENCY INVOLVEMENT:** BLM, Inyo National Forest, FERC, Los Angeles Department of Water and Power and other affected agencies, Tribes and stakeholders.

**ALTERNATIVES:** The Board may decide to direct staff to change the comment letter or not to send at all.

**FINANCING:** General funds are utilized to monitor planning efforts by other entities.

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

***DEPARTMENT HEAD SIGNATURE:***

(Not to be signed until all approvals are received)

 Date: 6/11/19

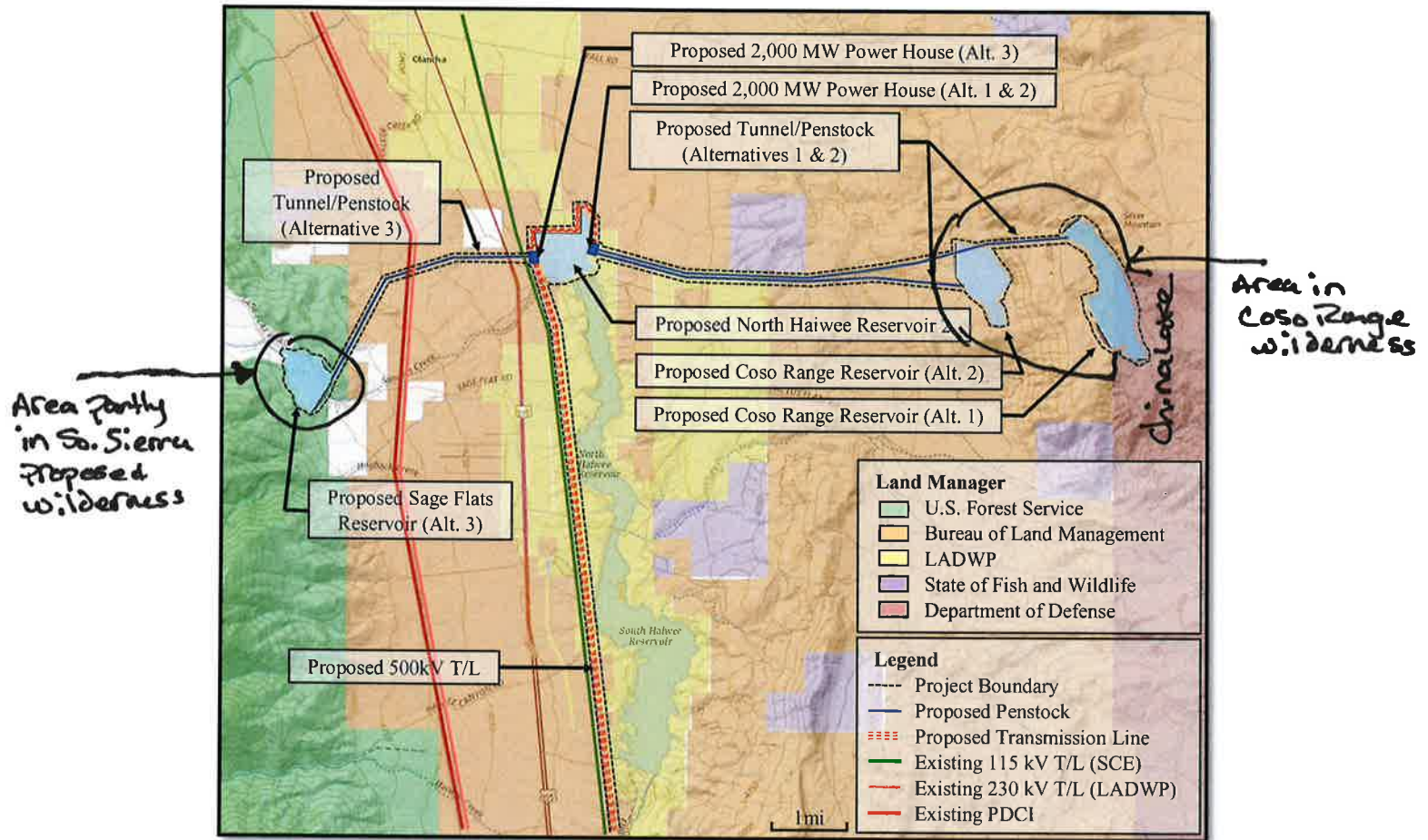
Attachment:

- Map of proposed reservoirs
- Draft comment letter to FERC

# EXHIBIT 3 – HAIWEE PUMPED STORAGE PROJECT MAP

## Haiwee Pumped Storage Project Study Area Boundary

### Project Layout





EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD  
DAN TOTTEROH  
JEFF GRIFFITHS  
RICK PUCCI  
MARK TILLEMANS  
MATT KINGSLEY

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

June 18, 2019

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, D.C. 20426

RE: Premium Energy Holding - Preliminary Permit for the Haiwee Pumped Storage Project

Ms. Bose:

On behalf of the Inyo County Board of Supervisors, I would like to extend our thanks to the Federal Energy Regulatory Commission for providing the opportunity to comment on the Preliminary Permit for the Haiwee Pumped Storage Project. We have a few concerns regarding the location of some of the project components and a possible conflict with the Inyo County General Plan that we feel you should be aware of as Premium Energy Holdings potentially moves forward with a Preliminary Permit application. These include:

1. The proposed Coso Range Reservoir Alt. 1 is located in a wilderness area - the Coso Range Wilderness.
2. The proposed Coso Range Reservoir Alt. 2 is also located in a wilderness area - the Coso Range Wilderness.
3. The proposed Sage Flats Reservoir Alt. 3 is partially located in the Inyo National Forest Plan Revision's proposed South Sierra Wilderness area.
4. Inyo County has policy in its General Plan limiting new transmission. General Plan policy LU-1.20 states: the County does not support new transmission in or through Inyo County above what is necessary for the megawatt cap placed on each Solar Development Group. These are areas identified in the county as potentially appropriate for photo-voltaic solar energy development.

Thank you in advance for your attention to these matters. We would also greatly appreciate it if the FERC and the applicant work closely with the county if this project moves forward in the preliminary permit process.

Sincerely,

Rick Pucci, Chairperson  
Inyo County Board of Supervisors



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

For Clerks Use Only

AGENDA NUMBER

20

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

**FROM:** Sheriff's Office

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Acceptance of donation to the Sheriff's Office from the Eastern Sierra Peace Officers Association (ESPOA)

**DEPARTMENTAL RECOMMENDATION:**

- A. Request your board accept a donation in the amount of \$20,000 from Eastern Sierra Peace Officers Association (ESPOA) for expenses associated with the K9 program and;
- B. Request Board amend the FY 2018-2019 Sheriff General budget as follows: increase estimated revenue in Operating Transfers (4998) by \$5,700 and increase appropriation in Law Enforcement Special (5313) by \$5,700 and;
- C. Authorize the Auditor to transfer \$5,700 from the Canine Replacement Trust to the Sheriff General Budget

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

ESPOA has generously offered a donation to assist with the costs of re-instating the K9 program. The Sheriff's office has selected a new K9 handler and will be choosing an animal to train and work with, re-establishing the County's K9 unit. Inyo County Code Chapter 6.26.020 requires your Board's approval to accept a donation of this amount.

**ALTERNATIVES:**

Your board could deny this request; however the donation will directly reduce the burden on the general fund to re-establish the k9 unit.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Upon acceptance of the donation, \$20,000 will be deposited into the Canine Replacement Trust (502707) Donations (4951) and transferred to Sheriff General (022700) Operating Transfers In (4998) and Law Enforcement Special (5313)

<b>APPROVALS</b>	
COUNTY COUNSEL: <i>N/A</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  <i>Chris Shepherd</i> Approved: <u>yes</u> Date <u>5/31/19</u>
PERSONNEL DIRECTOR: <i>Budget Officer</i>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  <i>Committee by Planning</i> Approved: <u>yes</u> Date <u>5/31/19</u>

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_ *[Signature]* Date: 6/4/19  
(Not to be signed until all approvals are received)





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
21

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

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

**FOR THE BOARD MEETING OF: June 18, 2019**

**SUBJECT:** Approve a prior year (FY 17/18) invoice for payment to UC Davis Extension

**DEPARTMENTAL RECOMMENDATION:** Request Board ratify and approve payment of an invoice for the provision of training in an amount not to exceed \$29,835 for services provided during the third and fourth quarters of FY 17/18.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Health and Human Services (HHS) contracts with UC Davis for the provision of training days for our child welfare, employment and eligibility, and adult services programs. In May 2019, HHS received a "third and final notice" to pay monies owed for training provided during FY 17/18. HHS has no record of prior invoices being received and has confirmed that these trainings were provided. HHS is working with UC Davis to identify where the billing system failed and in the interim is requesting your Board's authorization to pay this invoice. The social services programs are "cash based" and the department will be able to claim these costs.

**ALTERNATIVES:**

Your Board could choose not to approve payment for this invoice.

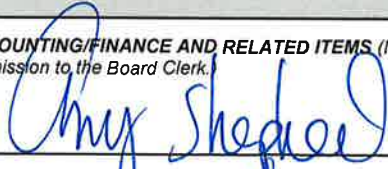
**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

State and Federal funding and Social Services Realignment. UC Davis pays the 10% match, and the other 90% of the cost goes through the Social Services claiming process which draws down State and Federal funds. This expense will be paid in Social Services (055800) in Professional Services (5265). No County General Funds. Social Services is able to claim these costs.

**APPROVALS**

<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>6/5/19</u>
----------------------------	--

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/9/19

# UC Davis Extension

University of California  
Davis, California 95618

April 24, 2019

County of Inyo  
Dept of Health & Human Services  
163 May St  
Bishop, CA 93514

Company ID 880000235

To Whom It May Concern:

This is the third and final notice concerning the past due status of your account with UC Davis Extension. Remittance of payment in full is required immediately to:

Regents of the University of California  
UC Davis Cashier's Office  
1200 Dutton Hall  
Davis, CA 95616

If you are unable to make payment in full at this time, a repayment schedule may be arranged by contacting UC Davis Extension's Accounts Receivable at [support@fs.ucde.org](mailto:support@fs.ucde.org).

If payment is not received or the accounts receivable coordinator is not contacted within 15 days of the date of this notice, current services will be discontinued, student transcripts will be withheld and the account may be referred to a collection agency.

You are a valued customer. Please contact us immediately so we may resolve this matter.

Invoice #	Invoice Date	Contract # / PO #	Invoice Amount	Payments / Credits	Balance Due	Age
UXE026839	04/02/2018		3,825.00		3,825.00	387 days
UXE027020	06/11/2018		26,010.00		26,010.00	317 days
				<b>Total Due</b>	<b>29,835.00</b>	

Sincerely,

UC Davis Extension  
Accounts Receivable  
[support@fs.ucde.org](mailto:support@fs.ucde.org)

CC: Program Unit







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

For Clerk's Use Only:  
AGENDA NUMBER

22

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

**FROM:** County Administrator

**By:** Clint Quilter, Budget Officer  
Amy Shepherd, Auditor-Controller  
Denelle Carrington, Budget Analyst

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Adoption of Modified Fiscal Year 2018-2019 Board Approved Budget as the Preliminary Budget for Fiscal Year 2019-2020

**DEPARTMENTAL RECOMMENDATION:**

Request your Board adopt the modified Fiscal Year 2018-2019 Board Approved Budget as the Preliminary Budget for Fiscal Year 2019-2020 and approve the Fixed Assets as recommended by staff (4/5<sup>th</sup>'s vote required).

**SUMMARY DISCUSSION:**

***Preliminary Budget***

A budget must be adopted for continuation of County operations into Fiscal Year 2019-2020. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2018-2019 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2019-2020 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2019-2020, which is expected to occur by mid-September.

The Fiscal Year 2019-2020 Preliminary Budget, which includes all Funds within your Board's purview, contains \$93,980,110 in expenditures and \$91,574,527 in revenues. Of these totals, the General Fund portions are \$59,820,040 and \$54,086,423 respectively. This assumes a General Fund Balance for the year ending June 30<sup>th</sup> of \$5,733,617. While Fund Balance will not be certified by the Auditor-Controller until September 3, 2019 the Preliminary Budget reliance on Fund Balance is somewhat misleading given the Preliminary Budget will not be close to being fully expended prior to the Final Budget being approved based on actual Fund Balance.

***Rollover List***

Approving the Preliminary Budget is necessary to keep operations going until passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period". These do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and new or increased consultant services:

Budget	Budget #	Obj. Code	Amount	Description
CAO-ACO	010201	5650	\$ 20,000	Contingency/Capital Purchases
		5232	\$ 3,000	Contingency/Capital Purchases
		5265	\$ 400,000	Contracted Services
CAO Natural Resource Development	010204	5265	\$ 111,000	Contracted Services
Computer Upgrade	011808	5232	\$ 50,000	Emergency Computer Equipment Purchases
		5650	\$ 175,000	Switch Refresh for the new Phone System
Information Services	011801	5265	\$ 50,000	Contracted Services
ONESolution Upgrade	011806	5700	\$ 30,000	Financial System upgrades
Phone System Upgrade	011807	5700	\$ 270,000	Phone System Expenses
DWR-Statewide Flood ER Grant	610389	5650	\$ 25,200	Flood fight cargo trailers
Homeland Security 17-18	623717	5650	\$ 48,917	Electronic Signs
Tecopa Lagoon Phase II	643111	5700	\$ 35,000	Project continuation
OES - VWAC 18-19	620418	5232	\$ 3,600	Three month budget, need to purchase equipment before 09/30/19
Road	034600	5700	\$ 1,100,000	Onion Valley and Birchim Project
		5650	\$ 180,000	Loader Replacement
		5232	\$ 600	Polesaws
Road Projects - State Funded	034601	5711	\$ 3,000	Continuation of Road Projects
		5735	\$ 80,000	
		5736	\$ 80,000	
		5704	\$ 30,000	
		5741	\$ 4,000	
		5708	\$ 30,000	
		5743	\$ 337,500	
Bishop Airport Taxiway	630305	5700	\$ 1,000,000	Construction Contract
LP/DV Airport Pavement	150504	5124	\$ 5,000	Engineer Time
		5265	\$ 30,000	Contracted Services
		5700	\$ 50,000	Construction Contract
Deferred Maintenance	011501	5191	\$ 330,653	Finalize projects - Jail Boiler Repiping, Jail Shower Tile Sealing, Jail Lighting Project, Animal Shelter Roof, Laws Irrigation System
		5640	\$ 49,750	Back Up IS Cooling
Recycling & Waste Management	045700	5232	\$ 5,000	Cash Register, Diagnostic Laptop and Diagnostic Equipment
		5650	\$ 490,099	Compactor Purchase Order
Parks & Recreation	076999	5700	\$ 25,000	Dog Park Project

Motor Pool - Operating	200100	5700	\$ 100,000	Purchase and implementation of new Motor Pool Billing System - prior year purchase order
		5655	\$ 185,508	Vehicle Purchase - purchase orders from previous fiscal year
		4998	\$ 185,508	Vehicle Purchase - Operating Transfer In from the Operating Budget
Motor Pool - Replacement	200200	5801	\$ 185,508	Vehicle Purchase - Operating Transfer Out into Operating Budget
Treasurer-Tax Collector	010500	5232	\$ 5,000	Equipment needed for new office space
Risk Management	010900	5232	\$ 2,500	To purchase chairs for departments in case of an emergency
Insurance Trust	011600	5158	\$ 97,000	To pay insurance Premiums due by July 30, 2019
Workers Comp	500902	5158	\$ 821,073	
Liability Trust	500903	5158	\$ 517,658	
Medical Malpractice	500904	5158	\$ 32,000	
All Budgets with Salaries & Benefits	Various	5024	\$ 5,705,132	Unfunded Liability payments that must be made in July

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearing or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs were fully identified through the full budget process.

**ALTERNATIVES:**

Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place by July 1, 2019 for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2019-2020. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2019-2020, which commences on July 1, 2019, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2019-2020. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of Fiscal Year 2019-2020 Budget Hearings.

**OTHER AGENCY INVOLVEMENT:**

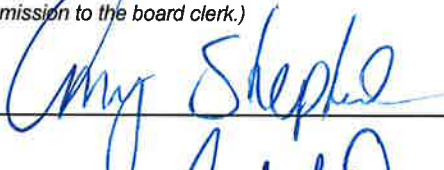
As part of the Fiscal Year 2019-2020 Budget Kickoff workshop, departments were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the *dry period*. All requests were due by May 31, 2019. The requests (as well as some non-requests) were reviewed by the County Administrator's

Office and the Auditor-Controller's Office as part of the preparation of the Fiscal Year 2019-2020 Preliminary Budget, and the Budget Team's recommendation are contained herein.

**FINANCING:**

The Preliminary Budget totals approximately \$93,980,110 in expenditures and \$91,574,527 in revenues, which includes \$59,820,040 in expenditures and \$54,086,423 in revenues for the General Fund.

**APPROVALS**

COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>6/10/19</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 14 copies of this document are required)



Date: 6/10/19





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
23

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

**FROM:** Clint G. Quilter, Clerk of the Board, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** June 18, 2019

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meeting of June 11, 2019.

**SUMMARY DISCUSSION:** The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Date: 06-12-19