

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

ADDENDUM

to

***Inyo County Board of Supervisors
Regular Meeting
8:30 a.m.
May 15, 2018***

ADDITION

CONSENT AGENDA (Approval recommended by the County Administrator)

8A. **AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR**

Request Board: A) approve an agreement between the Owens Valley Groundwater Authority and the County of Inyo for provision of financial services; and B) authorize the Auditor-Controller and Treasurer-Tax Collector to execute the agreement.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

 8A

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

FROM: AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

FOR THE BOARD MEETING OF: May 15, 2018

SUBJECT: Approval of agreements between Inyo County and the Owens Valley Groundwater Authority for the provision of financial services.

DEPARTMENTAL RECOMMENDATION:

- A) Request your Board approve an Agreement between Owens Valley Groundwater Authority and the County of Inyo for the provision of financial services, and
- B) Authorize the Auditor-Controller and Treasurer-Tax Collector to execute the agreement.

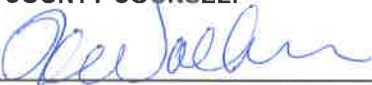
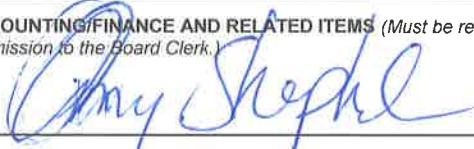
SUMMARY DISCUSSION:

As your Board is aware, the Owens Valley Groundwater Authority (OVGA) joint power agreement includes a provision that Inyo County will provide financial services for the OVGA. This agreement constitutes the scope of financial services required by the OVGA and outlines the schedule of fees to re-coupe the county's costs.

ALTERNATIVES:

Your Board could choose to not approve the agreement for financial services. Under article III section 2 of the JPA, OVGA would be required to seek services elsewhere.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>5/11/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>5/11/18</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: 5/11/18
 (Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 5/11/18
 (Not to be signed until all approvals are received)

**AGREEMENT BETWEEN OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF FINANCIAL SERVICES**

INTRODUCTION

WHEREAS, the Owens Valley Groundwater Authority (hereinafter referred to as "Authority") has the need for the financial services of Inyo County (hereinafter referred to as "County"), 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 County shall furnish to the Authority, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County 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, resolutions and policies. Such laws, ordinances, regulations, resolutions and policies include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall begin on the date all parties to the Agreement execute the Agreement until cancelled as provided in paragraph 14 below.

3. CONSIDERATION.

A. Compensation. The Authority shall pay to the County the fees as set forth in Attachment B to this Agreement.

B. No additional consideration. Except as expressly provided in this Agreement, the County shall not be entitled to, nor receive, from the Authority, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, the County 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.

C. Billing and payment. The County shall submit to the Authority, once a quarter, an itemized statement of all hours spent by County in performing services and work described in Attachment A. 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.

4. WORK SCHEDULE.

The County's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by the County that the performance of these services and work will require a varied schedule. The County will arrange its own schedule, but will coordinate with the Authority to ensure timely performance of all services and work required by this Agreement.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. Reserved.

8. Reserved.

9. Reserved.

10. STATUS OF COUNTY.

All acts of the County, 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 the Authority. The County, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the Authority. Except as expressly provided in Attachment **A**, the County has no authority or responsibility to exercise any rights or power vested in the Authority. No agent, officer, or employee of the Authority is to be considered an employee of the County. It is understood by both the County and the Authority 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. The County shall determine the method, details, and means of performing the work and services to be provided by the County under this Agreement.

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

C. The County, 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 the Authority.

11. DEFENSE AND INDEMNIFICATION.

To the extent permitted by law, the parties to this Agreement shall defend, indemnify, and hold harmless each other, their 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, its active negligence, or wrongful acts of its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. The County shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, policies, and directions. The County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. The County 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 the Authority shall have access to any books, documents, papers, records, including, but not limited to, financial records of the County, which the Authority 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 the County. Further, the Authority 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, the County, 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. The County 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. The County 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 either party without cause, and at will, for any reason by giving ninety (90) days written notice of such intent to cancel.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. RESERVED.

19. RESERVED.

20. RESERVED.

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. RESERVED.

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which the Authority 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
County Administrative Office
PO Drawer N Independence, CA 93526

Owens Valley Groundwater Authority
c/o Dr. Bob Harrington
135 S Jackson St. Independence, CA 93526

25. ENTIRE AGREEMENT.

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

#

**AGREEMENT BETWEEN OWENS VALLEY GROUNDWATER AUTHORITY
AND THE COUNTY OF INYO
FOR THE PROVISION OF FINANCIAL SERVICES**


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

COUNTY OF INYO

By: _____

Dated: _____

OWENS VALLEY GROUNDWATER AUTHORITY

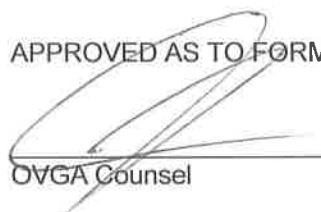
By:  _____

Dated: 5-10-18 _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO FORM AND LEGALITY:



OVGA Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

ATTACHMENT A
AGREEMENT BETWEEN
OWENS VALLEY GROUNDWATER AUTHORITY
AND COUNTY OF INYO FOR THE PROVISION OF
FINANCIAL SERVICES

SCOPE OF WORK

TREASURER/TAX-COLLECTOR:

The County of Inyo, through and by its Office of the Treasurer-Tax Collector, will provide financial services to the Owens Valley Groundwater Authority (OVGA) as follows:

Inyo County Treasurer-Tax Collector shall provide the following services:

1. Upon designation as Treasurer by the Authority, OVGA becomes a voluntary treasury pool participant and is subject to all laws and policies surrounding that status.
2. Upon execution, and acceptance, of a Voluntary Depositor's Agreement by the Treasurer, the Treasurer will provide investment services in accordance with the Inyo County Investment Policy.
3. All banking supplies necessary for OVGA authorized representatives to deposit monies received into the Inyo County Treasurer's General Account administered through MUFG Union Bank N.A..
4. Provide all policies and procedures or reports for treasury pool participants.
5. Perform all banking services as needed such as federal/ach wire transfers or direct deposit assistance for the receipt of Federal, State or Local Agency funding.

OVGA shall provide, perform and process the following:

1. Provide the Treasurer with the Authority's resolution designating the Inyo County Treasurer-Tax Collector as the custodian and depository of the money of the Authority.
2. Shall initially deposit all funds into the Inyo County Treasury, to include all reserve funds such as those on deposit at the Local Agency Investment Fund (LAIF).
3. Shall deposit all funds received into the Inyo County Treasury in accordance with the Inyo County cash handling policy and the Treasurer-Tax Collector policies and procedures. Provide the Treasurer with the names, telephone numbers, facsimile numbers and email addresses of the designated fiscal staff and their authority levels