Agenda

County of Inyo
Board of Supervisors

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

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

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

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

June 5, 2012

9:00 a.m. ***INVOCATION*** by Supervisor Cervantes

PLEDGE OF ALLEGIANCE

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

1. ***PUBLIC COMMENT***

2. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*

3. ***BOARD OF SUPERVISORS – Supervisor Marty Fortney*** – Request Board approve the Resolution honoring William Eichenbaum Inyo County 2012 EMS Provider of the Year and, after approval, present the Resolution to Mr. Eichenbaum.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

4. ***Emergency Services*** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

5. ***Information Services*** – Request Board declare Fluid Sound a sole source provider of emergency services audio and visual components and authorize the purchase of various audio and visual components for County of Inyo Emergency Operations Centers from Fluid Sound as recommended by Staff in an amount not to exceed $51,975.

6. ***Integrated Waste Management*** – Request approval of the Agreement between the County of Inyo and Shred Pro Inc., for document shredding services for the period of July 1, 2012 through June 30, 2015, at a rate of $12,000 for FY 2012-13 and a total amount not to exceed $37,090.80, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

7. ***Integrated Waste Management*** – Request approval of the Agreement between the County of Inyo and Ramona Barker for maintenance services at the Olancha Transfer Station for the period of July 1, 2012 through June 30, 2015, at the rate of $3,480 for FY 2012-13 and a total amount not to exceed $10,756.33, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

8. ***Developmental Disabilities Area Board #12*** – Request Board make the following appointments to the Developmental Disabilities Area Board #12: A) reappoint Ms. Joan Stathem to complete an unexpired three year term ending December 31, 2013; and B) Mr. Donnie Tobias to complete an unexpired three year term ending December 31, 2014. *(Notice of vacancy resulted in requests for appointment being received from Ms. Stathem and Mr. Tobias).*

HEALTH AND HUMAN SERVICES

9. ***Behavioral Health Services*** – Request Board ratify and approve the Contract between the County of Inyo and Casa Pacifica Centers for Children and Families for the provision of mental health services, in an amount not to exceed $30,000 for the period of April 1, 2012 through June 30, 2012; and authorize the Chairperson to sign.

10. ***Behavioral Health Services*** – Request approval of the Contract between the County of Inyo and Casa Pacifica Centers for Children and Families for the provision of mental health services for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed $30,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

11. ***Behavioral Health Services*** – Request approval of the Contract between the County of Inyo and Crestwood Behavioral Health Inc. for residential placement for adults in a locked facility or an enhanced board and care, for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed $30,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

12. ***Behavioral Health Services*** – Request approval of the Contract between the County of Inyo and Country Villa Merced Behavioral Health Center for residential placement for adults in a locked facility for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed $30,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

13. ***Behavioral Health Services*** – Request Board A) approve Inyo County's participation in the California Mental Health Services Authority, a Joint Powers Authority; B) designate the Behavioral Health Director to serve as a member of the Board of Directors; C) assign the Statewide Prevention Early Intervention (PEI) funds in the Amount of $100,000 and the PEI Training and Capacity Building funds in the amount of $8,400 to CalMHSA for use in statewide prevention projects; and D) approve the Department to issue a warrant in the amount of $108,400 to CalMHSA from the MHSA Trust.

14. ***Social Services*** – Request approval to pay County Welfare Directors Association of California (CWDA) dues for Fiscal Year 2012-13 in an amount not to exceed $13,965, contingent upon the Board's adoption of a FY 2012-13 budget.

ROAD DEPARTMENT

15. Request Board declare Nielsen's Equipment Maintenance a sole source provider of replacement and programming of radio equipment; and approve the Contract between the County of Inyo and Nielsen's Equipment Maintenance for the replacement and programming of approximately 100 2-way radios, for the period of July 1, 2012 through May 31, 2013, in an amount not to exceed $85,000 contingent upon the Board's adoption of a FY 2012-13 Budget and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

16. Request approval of the 2011-2012 Federal Apportionment Exchange Program and State Match Program Agreement with the California Department of Transportation in the amount of $673,353 plus a State match of $100,000 for a total not to exceed $773,353; and authorize the Chairperson to sign.

SHERIFF'S DEPARTMENT

17. Request Board ratify the payments due to the Bishop K-Mart for the purchase of animal food and supplies for the care of animals kept at the Big Pine Animal Shelter in the amount of $12,614.45.

18. Request approval of the 2012 Financial & Operations Plan for Controlled Substance Operations with the U.S. Forest Service for reimbursements in the amount of $7,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize Sheriff Lutze and the Chairperson to sign the Agreement and all necessary documents.

19. Request Board declare Siemens Industry, Inc. a sole source provider of fire and safety equipment maintenance and approve the Contract between the County of Inyo and Siemens Industry, Inc., for the provision of maintenance of equipment services for the period of July 1, 2012 through June 30, 2015, in an amount not to exceed $66,648, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

20. Request Board declare Kill A Watt Energy Solutions a sole source provider of generator/transfer switch maintenance and approve the Contract between the County of Inyo and Kill A Watt Energy Solutions for maintenance of the generator/transfer switch at Ibex Pass Repeater Site for the period of July 1, 2012 through June 30, 2017, in an amount not to exceed $27,077, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PROBATION

21. Request Board A) approve offering Mono County a reduced rate of $75 per day for each juvenile committed for more than ninety days in the Inyo County Juvenile Center; and B) approve the Agreement between the County of Inyo and Mono County for the placement of Mono County juvenile commitments in the Inyo County Juvenile Center, reflecting the reduced rate, contingent upon Mono County accepting the offer and approving and signing the updated Agreement; and authorize the Chairperson to sign.

PUBLIC WORKS

22. Request Board award the bid to and approve the Contract with Mission Janitorial & Abrasive Supplies for the purchase of janitorial supplies for the period of June 5, 2012 through June 30, 2015, in an amount not to exceed $75,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

23. ***DISTRICT ATTORNEY*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position exists as certified by the District Attorney and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Chief Investigator, the position could be filled through a closed County recruitment; and C) approve the hiring of one Chief Investigator at Range SC 81-SE 81 ($5,821 - $7,431) through a closed County recruitment.

24. ***DISTRICT ATTORNEY*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of grant funding for the position exists as certified by the District Attorney and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Victim Witness Assistant, the vacancy could possibly be filled by internal recruitment, however, an open recruitment is more appropriate to ensure a sufficient number of qualified candidates apply; and C) approve the hiring of one Victim Witness Assistant at Range 54 ($2,840 - $3,454) contingent upon continued grant funding.

25. ***HEALTH AND HUMAN SERVICES – Behavioral Health Services*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position exists in the Mental Health Budget as certified by Health and Human Services Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Case Manager, the vacancy could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure a sufficient number of qualified candidates apply; and C) approve the hiring of one Case Manager I at Range 57 ($3,046 - $3,701) or II at Range 60 ($3,271 – $3,973) contingent upon the qualifications of the applicants.

26. ***PLANNING*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position comes from the General Fund and, possibly, certain Non-General Fund departments depending on job responsibilities and associated budget allocations, as certified by Planning Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Planning Coordinator, the position could possibly be filled through an internal recruitment, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and C) approve the hiring of one Planning Coordinator at Range 66 ($3,757 – $4,574).

27. ***SHERIFF – Veterans Service Office*** - Request Board A) approve the job description for the Veteran Services Representative; B) change the authorized strength by deleting one Case Manager III position at Range 64 ($3,590 - $4,393) and by adding one Veteran Services Representative at Range 67 ($3,852 - $4,676); and C) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the position comes from the General Fund as certified by the Sheriff and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Veteran Services Representative, the position could possibly be filled by internal recruitment, however, an open recruitment may be more appropriate to ensure a sufficient number of qualified candidates apply; and C) approve the hiring of one Veteran Services Representative at Range 67 ($3,852 - $4,676).

28. ***PUBLIC WORKS*** – Request Board A) approve a Public Utility Easement for the installation of power lines and appetent facilities adjacent to the Inyo County Road Shop on Mazourka Canyon Road; B) authorize the Chairperson to sign the Easement Deed; and C) authorize the Public Works Department to record the deed.

29. ***WATER DEPARTMENT*** – Request approval of the 2012-2013 Fiscal Year Lower Owens River Project Work Plan and Budget.

30. ***COUNTY ADMINISTRATOR*** – Request approval of the following:

    A) resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a Money Purchase Plan, Naming the County Administrator as Coordinator, and Authorizing the County Administrator to Execute all Necessary Agreements incidental to Administration of the Plan";

    B) the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust Adoption Agreement, and authorize the Chairperson to sign;

    C) a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, adopting a 457 Deferred Compensation Plan, Naming the County Administrator as Coordinator, and Authorizing the County Administrator to Execute all Necessary Agreements incidental to Administrator of the Plan";

    D) a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the retirement Plan to Permit Loans";

    E) Approve the Administrative Services Agreement and authorize the Chairperson to sign.

31. ***COUNTY ADMINISTRATOR – Fish and Wildlife Commission*** – Request Board appoint two members to the Inyo Fish and Wildlife Commission to complete unexpired four year terms ending October 6, 2015. *(Notice of vacancy resulted in requests for appointment being received from Mr. Toby Dickinson, Mr. Gary Gunsolley, and Mr. Doug Brown)*

32. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meetings of A) May 8, 2012 and B) May 15, 2012.

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

11:30 a.m. 33. ***HEALTH AND HUMAN SERVICES*** – Request Board A) conduct a ***public hearing*** on an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Inyo County Driving-Under-the-Influence Program Fees" that will increase the Program fees; and B) waive the first reading of the ordinance and schedule the enactment for 11:30 a.m., Tuesday, June 12, 2012, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

1:15 p.m. 34. ***NOTICE OF MEETING – BOARD OF EQUALIZATION MEETING*** – The Board of Supervisors will convene as the Board of Equalization to consider the following:

A) Request approval of an Agreement between the Inyo County Board of Equalization and Coso Power Developers, C/O Terra-Gen Powers, Inc., to waive the 2 year hearing deadline for Coso's Applications for Changed Assessment No. 2010-44, 2010-45 and 2010-46. *(Agreement to be presented prior to consideration of this request.)*

WORKSHOPS AND PRESENTATIONS **(To be considered at the Board's convenience)**

35. ***ROAD DEPARTMENT*** – Request Board conduct a workshop to discuss Road Department equipment needs and funding options to allow the Road Department to meet those needs and to stay in compliance with California Air Resources Board (CARB) On-Road and Off-Road Diesel regulations and provide input to Staff on further actions.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

36. ***PUBLIC COMMENT***

CLOSED SESSION

37. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion, Information Services Director Brandon Shults, and Planning Director Josh Hart.

38. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistants Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.

39. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

40. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director of Child Support Services Susanne Rizo, Chief Probation Officer Jeff Thomson.

41. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** – Instructions to Negotiators re: wages, salaries and benefits – Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) – Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

42. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

43. ***REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code §54956.8]*** – Mt. Whitney Fish Hatchery, Independence, California – Negotiating Parties: County Administrator and State of California – Negotiations: Terms and Conditions.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

44. ***SHERIFF'S DEPARTMENT*** – Sheriff and Jail Overtime Reports for the months of February, March and April of 2012.

45. ***INYO NATIONAL FOREST*** – Notification of "Decision Notice and Finding of No Significant Impact for the Digital 395 Middle-Mile Project".

For Clerk's Use Only:
AGENDA NUMBER
37-38-39
40-41-42
43

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators:Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators:CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]. – Mt. Whitney Fish Hatchery, Independence, California - Negotiating Parties: County Administrator and State of California - Negotiations: Terms and Conditions

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.)* R Keller Approved: ✓ Date 5-30-12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) R Keller Date: 5-30-12
(The Original plus 20 copies of this document are required)

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
35

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Vehicle Replacement Workshop

DEPARTMENTAL RECOMMENDATIONS:

1. Hold a workshop to discuss Road Department equipment needs and funding options to allow the Road Department to meet those needs and to stay in compliance with California Air Resources Board (CARB) On-Road and Off-Road Diesel regulations.
2. Provide direction to the Road Department for further actions.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In September 2011, the Road Superintendent held a workshop for the Board of Supervisors to discuss impacts to the Road Department from the recent California Air Resources Board (CARB) regulations. At the conclusion of the workshop, staff was directed to give another workshop on Road Department vehicle needs, replacement options, and possible sources of funding, while staying in compliance with CARB regulations and deadlines.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

No financial impacts from the workshop at this time. The financial impact of actions to address Road Department vehicle needs will be identified when direction is established and as procedures are implemented.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:_____ Date_____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5-30-12

For Clerk's Use Only:
AGENDA NUMBER

3

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Supervisor Marty Fortney

FOR THE BOARD MEETING OF: June 5, 2012

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

DEPARTMENTAL RECOMMENDATION: Request Board adopt a resolution honoring William Eichenbaum Inyo County 2012 EMS Provider of the Year.

SUMMARY DISCUSSION: The Emergency Medical Care Committee is comprised of representatives from the various organizations and jurisdictions that provide emergency medical care throughout the County. The emergency medical care providers are individuals that are EMT's and ambulance drivers who respond when we need help. In 1999 the Annual EMS Provider of the Year award was created, to honor local emergency medical providers, in the hope that through the establishment of this prestigious award people will be encouraged to become local EMT providers. This year the Committee selected William Eichenbaum from the list of nominees. As our Board's representative on the Emergency Medical Care Committee, it is an honor for me to bring this request before our Board. As a volunteer on the Big Pine Volunteer Fire Department, I have had the opportunity to work with many of the courageous men and women who drive the ambulance and who provide EMT services throughout Inyo County. It is a great pleasure to recommend that our Board approve the resolution and present the 2012 EMS Provider of the Year award to William Eichenbaum of the Southern Inyo Fire Protection District.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: The Emergency Medical Care Committee and the Inyo County Fire Chiefs Association

FINANCING: - There is no fiscal impact associated with this action.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Marty Fortney Date: 5-28-12
(The Original plus 20 copies of this document are required)

RESOLUTION NO.
A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, HONORING

WILLIAM EICHENBAUM

INYO COUNTY 2012 EMS PROVIDER OF THE YEAR

Whereas, the Inyo County Emergency Medical Care Committee, dedicated to the preservation and improvement of the local EMS program throughout Inyo County, created the Annual EMS Provider of the Year Award; and

Whereas, the Inyo County Board of Supervisors strongly supports the efforts of its EMS providers throughout Inyo County and is pleased to join with the other members of our Community in honoring the brave men and women who volunteer their time to help keep their loved ones, friends, neighbors and our visitors safe in times of emergencies; and

Whereas, William Eichenbaum joined the Southern Inyo Fire Protection District as a volunteer sixteen years ago, and

Whereas, in an effort to further help the remote communities of southeastern Inyo County, William took the initiative, without the support of his former chief, to become a certified EMT by independently obtaining his NREMT certification; and

Whereas, for the last twelve years of William's tenure on the Southern Inyo Fire Protection District, he has served as an Emergency Medical Technician, and

Whereas, recently when the Southern Inyo Fire Protection District was forced to reorganize, William Eichenbaum was the lone EMT volunteer who chose to remain with the Department to provide the vital emergency care that is so important to the people who live and visit southeastern Inyo County; and

Whereas, when the Department found itself in a situation where it was unable to fully staff its ambulance, William stepped up and volunteered to provide 24/7 ambulance coverage for several months while additional staff was being trained; and

Whereas, this 24/7 ambulance coverage was provided by Williams at great personal hardship, he did so without compensation and without complaint; and

Whereas, William's commitment to the Department and the well being of his community in the face of adversity has earned him the respect of his fellow volunteers, it also exemplifies volunteerism at its best.

Now, Therefore, Be It Resolved, this 5th day of June, 2012, that the Inyo County Board of Supervisors in recognition of the years of dedicated service William Eichenbaum has given to the Southern Inyo Fire Protection District and its ambulance services, is proud to join with the Emergency Medical Care Committee in honoring *William Eichenbaum as Inyo County 2012 EMS Provider of the Year* and extends its congratulations, heartfelt appreciation and thanks to William Eichenbaum, for his dedication and personal commitment to the citizens of Inyo County and commends him on being a shining example of what it means to be a Volunteer.

Inyo County Board of Supervisors

_____
Chairperson Marty Fortney, Fourth District Supervisor

_____
Linda Arcularius, First District Supervisor

_____
Susan Cash, Second District Supervisor

_____
Rick Pucci, Third District Supervisor

_____
Richard Cervantes, Fifth District Supervisor

For Clerk's Use Only:
AGENDA NUMBER

4

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 5, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

SUMMARY DISCUSSION: - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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 (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

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

For Clerk's Use Only:
AGENDA NUMBER
5

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **June 5, 2012**

SUBJECT: Approve Purchase of Audio Video Equipment for Emergency Operations Centers

DEPARTMENTAL RECOMMENDATION:

A) Request your Board approve the purchase of various audio and visual components for County of Inyo Emergency Operations Centers from Fluid Sound in an amount not to exceed $51,975.

SUMMARY DISCUSSION:

In December 2010, your Board accepted a COPS Technology grant in the amount of $240,000 in order to equip Emergency Operation Center facilities identified as the Sheriff's Posse Hut in Bishop, the Sheriff's Office in Independence and the County Board of Supervisors room in Independence with necessary technology. To date, the basic productivity technology such as computers and printers has been acquired and the necessary network infrastructure has been implemented. The next phase of the project involves implementing audio-visual technology.

In April 2012 your Board awarded a bid to Fluid Sound for various audio visual components for emergency operations centers related to a COPS Technology grant project. This was the second time that Fluid Sound proposed the least costly bid.

A technical defect was discovered in the Fluid Sound proposal. County Counsel reviewed the bid and recommended that the bid be rejected as submitted and that Fluid Sound re-submit a corrected bid and request that the Board approve the purchase as sole source from Fluid Sound.

ALTERNATIVES:

Your Board could choose not to award the bid as recommended. In such case the bid could be re-advertised, necessary components could be researched and acquired individually by Information Services or the project could be abandoned. None of these options are recommended because the revised proposal from Fluid Sound closely matched the project estimate, funding was secured specifically for the project and is available.

OTHER AGENCY INVOLVEMENT:

The bid involved the cooperation and support of Inyo County Purchasing and the Inyo County Sheriff's Office.

FINANCING:

The Emergency Operations Center project and the purchase is fully funded in the Board approved COPS Technology Grant budget 623610, object code 5232 office and other equipment < $5000.

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: yes Date 12/25/2012
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Yes Date 5/30/12
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: 5/30/12

For Clerk's Use Only:
AGENDA NUMBER

6

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Integrated Waste Management

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Document Shredding Services

DEPARTMENTAL RECOMMENDATION:

Request that your Board 1) approve the agreement between the County of Inyo and Shred Pro Inc. of Mammoth Lakes, California for document shredding services in an amount not to exceed $12,000.00 for fiscal year 2012/2013 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed $37,090.80 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signatures.

SUMMARY DISCUSSION:

Inyo County Integrated Waste Management (IWM) implemented an office paper-recycling program in September 2004. The program has been well received and the County offices are recycling an average of 4,000 pounds of paper per month; other non-County offices are averaging 7,000 pounds per month. The recycling of office paper not only helps Inyo County in achieving our waste diversion goals but also keeps the paper out of the landfills.

Advantages to utilizing a document destruction company include the recycling of the shredded material rather than the disposal of the materials in our landfills.

The cost is minimal especially when compared to the cost in labor and equipment required to bury the documents. Shred Pro Inc. will provide various sizes of office collection bins. Cost for services vary depending on the size of the bin and the service schedule. This agreement reflects a service cost reduction of $1,554.00 when compared to the 2011/2012 services contract.

Not only is this a safe secure way to dispose of private and confidential and other office material, it will also assist the County in meeting our "good faith efforts" of implementing State mandated waste diversion programs and meeting state diversion goals. Shred Pro Inc. will provide IWM with diversion tonnages for reporting purposes. The shredded material is taken to a paper recycler out of the area.

Material to be removed include:

- Proposals
- Financial information
- Legal documents
- Pamphlets
- File Folders
- Reports
- Correspondence
- Invoices
- Magazines
- Contracts
- Product/Vendor Information
- Brochures
- Billing information
- Newspaper
- Leases

This process complies with the new HIPPA Privacy Act. Shred Pro Inc. will issue a Certificate of Destruction upon completion of shredding and a copy is kept on file.

IWM sought proposals and bins from four (4) document-shredding companies; the proposals and bids are summarized below:

Shred-It, Fresno, Ca.----------$11,400.00
Shred Pro, Mammoth Lakes, Ca.----------$12,000.00 (8% local business discount applies)
Shred This, LLC, Brentwood, Ca.---------- No Response
Access Information Management, Livermore, Ca.------ No Response

The Shred Pro, Inc. bid was within 8% of the low bid received ($11,400.00) and, per Ordinance No. 1156, shall be considered the low bid.

ALTERNATIVES: The alternative is to bury the material in the landfill. The collecting, shredding and removal of this material is a very inexpensive alternative compared to land filling the material.

OTHER AGENCY INVOLVEMENT: County Departments.

FINANCING: The Solid Waste program manages the paper-shredding contract. The 2012/2013 Budget #045700, Object Code #5265, Professional Services will reflect this service expense contingent upon adoption of the FY 2012/13 Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 5-16-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Date 5/18/12
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 5/24/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 5/25/12
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND Shred Pro Inc.
FOR THE PROVISION OF Document Shredding **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Document Shredding services of Shred Pro Inc. of Mammoth Lakes, 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 Jeff Ahlstrom, whose title is: Managing Landfill Engineer. 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, 2012 to June 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $37,090.80 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, attached hereto as Attachment **C**, 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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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 any and 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, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. 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	
Integrated Waste Management	Department
163 May Street	Street
Bishop, CA 93514	City and State

Contractor:	
Shred Pro Inc.	Name
P.O. Box 100-PMB 353	Street
Mammoth Lakes, CA 93546	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.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Shred Pro Inc.
FOR THE PROVISION OF Document Shredding **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Juanita McCamish
Print or Type

Dated: 04-09-2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Shred Pro Inc.
FOR THE PROVISION OF Document Shredding **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

SCOPE OF WORK:

The contractor is required to perform document shredding services for County offices in the communities of Bishop, Big Pine, Independence and Lone Pine California. The contractor is required to service the department bins on a once per month schedule, or more often if requested by the County. The contractor will enter the office during normal business hours, empty the office recycling bin into a larger container, and transport the material to the contractors document destruction vehicle where the contents of the bin will be shredded and bagged. Once the shredding has been completed the shredded paper will be taken from the vehicle and stored in a secure manner and will be transported by the contractor to a recycling mill.

The contractor will be required to provide a variety of bin sizes to meet the County department needs. The contractor will be required, as part of the services, to provide all necessary equipment and tools to provide the required services. Attached is a list of the required bins, bin sizes and locations. (Please note that bin size and locations may change during the contract term.)

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 Integrated 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.

DOCUMENT SHREDDING LOCATIONS

INDEPENDENCE

Administration Building, 224 N Edwards	(1) 64-gallon bin
Board Clerk	
CAO	
County Counsel	
Personnel	
Purchasing	
Annex Building, 168 N Edwards	(2) 96-gallon bins
Assessor	
Environmental Health	
Planning	
Probation	
Public Works	
Courthouse, 168 N Edwards	
First Floor (Basement)	(1) 38 gallon bin
Library	
Municipal Court	
Museum	
2nd Floor	(1) 38 gallon bin
Court	
County Clerk	
Information Services	
Treasurers	
Auditor - 1/4 of 2nd flr bin	
Auditor's Office - their own 38 gal bin	(3) 38 gallon bin
3rd Floor-District Attorney	(1) 38 gallon bin
3rd Floor-Superior Court	(1) 38 gallon bin
Health/Human Services, 155 N Edwards	(1) 64-gallon bin
Jail, 550 S Clay Street	(1) 96-gallon bin
Juvenile Hall, 201 Mazourka Road	(1) 38 gallon bin
135 S Jackson Street, Water Dept, Yucca Mtr	(1) 38 gallon bin
Water	
Yucca Mtn	

LONE PINE

380 N. Mt. Whitney Road, Health & Probatio	(1) 38 gallon bin
Probation	
Social Services	

726 N Main Street, Sheriff's Substation,	(1) 38 gallon bin

BISHOP

163 May Street - Administration & Health	
Administration	(1) 38 gallon bin
Health Department	(1) 64 gallon bin
CAO	
County Counsel	(1) 38 gallon bin
HHS	
Motor Pool	
Parks	
Personnel	
Risk Management	
Solid Waste	
Central Services, 207 West South Street	(1) 96 gallon bin
Ag Commissioner	
Animal Control	
Building & Mtce	
Farm Advisor	
Public Health	
Veterans Office	
162-J Grove Street	
Behavioral Health	(1) 96-gallon bin
IMAAA	(1) 38 gallon bin
Public Admin/Guardian	
230 W Line Street, Child Support	(1) 96-gallon bin
301 W Line Street	
Sheriff Substation	(1) 38 gallon bin
Superior Court	(1) 38 gallon bin
District Attorney	(1) 38 gallon bin
920 N Main Street, Probation/Social Services	
Probation	(1) 38 gallon bin
Health	(2) 38 gallon bin

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Shred Pro Inc.
FOR THE PROVISION OF Document Shredding **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

SCHEDULE OF FEES:

County will pay contractor $12,000.00 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/2013: $12,000.00

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Shred Pro Inc.
FOR THE PROVISION OF Document Shredding **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

Form W-9

Request for Taxpayer
Identification Number and Certification
(*Please submit W-9 form with Contract, available on-line or by County*)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ShredPro, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 100-Pmb 353

Requester's name and address (optional)

City, state, and ZIP code
Mammoth Lakes, CA 93546

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
2 0 - 0 0 6 6 2 4 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 05-09-2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Shred Pro Inc.
FOR THE PROVISION OF Document Shredding **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

ACORD

OP ID: LN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arroyo Insurance Services
P. O. Box 41498
Los Angeles, CA 90041-0498
Robert Knauf
323-550-7900
323-256-0800

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: SHREDP1

INSURED
Shred Pro, Inc
P.O. Box 100
PMB353
Mammoth Lakes, CA 93546

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American States	19704
INSURER B: First National Insurance	24724
INSURER C: Employers Compensation Ins. Co	11512
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		25CC224318-4	06/09/11	06/09/12	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			25-CC-224774-40	06/09/11	06/09/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EIG1222375-01	06/09/11	06/09/12	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Inyo County offices, Bishop, Lone Pine and Independence, CA
Certificate to include as additional insured Inyo County, its officers, officials, employees and volunteers per attached policy form number CG 7635 02/07.

CERTIFICATE HOLDER

Inyo County
Attn: Kelli Lanshaw
163 May St.
Bishop, CA 93514

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Safeco Insurance

COMMERCIAL GENERAL LIABILITY
CG 76 35 02 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph **6.** of LIMITS OF INSURANCE (Section III) is replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph **2.a.** of WHO IS AN INSURED (Section II):

Paragraph **(1)** does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph **1.b.** of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

b. Up to $3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

EMPLOYEES AS INSUREDS — HEALTH CARE SERVICES

Provision **2.a.(1)(d)** of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision **3.a.** of WHO IS AN INSURED (Section II) is replaced by the following:

a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion **a.** of COVERAGE A (Section I) is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph **3.** of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph **8.** Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs **2.a.** and **2.b.** of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to $10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph **6.** Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

For Clerk's Use Only:
AGENDA NUMBER
7

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Integrated Waste Management

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Agreement Between County of Inyo and Ramona Barker

DEPARTMENTAL RECOMMENDATION: Recommend that your Board approve the agreement between the County of Inyo and Ramona Barker for maintenance services at the Olancha Transfer Station in the amount not to exceed $3,480.00 for fiscal year 2012/2013 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed $10,756.33; and authorize the Chairperson to sign the agreement contingent upon Board adoption of the FY 12/13 budget.

SUMMARY DISCUSSION: Integrated Waste Management (IWM) operates four (4) transfer stations and utilizes individuals to provide maintenance services at three (3) of those sites. The fourth site is a manned facility. This agreement allows for maintenance, which includes removal of windblown litter, weed removal and trash clean up inside and outside of the facilities. Integrated Waste Management circulated a Request for Bids for this service and Ms. Barker was the sole respondent.

ALTERNATIVES: Since this is considered a small volume transfer station, a permanent gate attendant is not required (at this time). However, site maintenance is required. IWM feels that this is the best method available and very few, if any alternatives exist.

OTHER AGENCY INVOLVEMENT: County Counsel, Risk Management, Auditor, Personnel

FINANCING: These services will be paid out of the Solid Waste Budget #045700, Object Code 5265 Professional Services contingent upon adoption of the Fiscal Year 2012-13 Budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 5.14.12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* *Upon approval of future budgets through the year 2015. Approved: yes Date 5-18-12
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 5/22/12

DEPARTMENT HEAD SIGNATURE: Jeff Albertson Date: 5/23/12
(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 Ramona Barker
FOR THE PROVISION OF Maintenance at the Olancha Transfer Station **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the OlanchaTransfer Site Maintenan services of Ramona Barker of Olancha (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 Jeff Ahlstrom, whose title is: Managing Landfill Engineer. 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, 2012 to June 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $10,756.33 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, attached hereto as Attachment **C**, 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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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 any and 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, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. 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	
Integrated Waste Management	Department
163 May Street	Street
Bishop, CA 93514	City and State

Contractor:	
Ramona Barker	Name
P.O. Box 213	Street
Olancha, CA 93549	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.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Ramona Barker
FOR THE PROVISION OF Maintenance at the Olancha Transfer Station **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Ramona L. Barker
Signature

RAMONA L. BARKER
Print or Type

Dated: 5/9/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Ramona Barker
FOR THE PROVISION OF Maintenance at the Olancha Transfer Station **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

SCOPE OF WORK:

Contractor agrees to provide the tools necessary to clean up waste and litter debris inside and outside of the transfer station. Areas of maintenance will include, but not necessarily be limited to, the entry road and the area surrounding the transfer station in all directions at a minimum of 100 yards from the Olancha Transfer Station. All windblown paper and debris including all solid waste located in and around the area discussed above will be picked up and placed into the transfer station waste containers by the Contractor.

Maintenance will be provided as needed but no less often than twice a week. Waste and litter will be picked up and placed in the waste bins for removal by the waste hauler.

If the Contractor suspects that hazardous material has been disposed of at the site, he will contact Integrated Waste Management for instructions.

Contractor is entitled to claim all recycling and salvage materials.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Ramona Barker
FOR THE PROVISION OF Maintenance at the Olancha Transfer Station **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

SCHEDULE OF FEES:

County will pay contractor $3,480.00 annually for all the work in Attachment A, to be invoiced monthly.

Approximate monthly amount: $290.00

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/2013: $3,480.00

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Ramona Barker
FOR THE PROVISION OF Maintenance at the Olancha Transfer Station **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

Form W-9

Request for Taxpayer
Identification Number and Certification
(*Please submit W-9 form with Contract, available on-line or by County*)

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
RAMONA L. BORIZER

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☑ Exempt payee

Address (number, street, and apt. or suite no.)
540 E. FALL - BOX 213

Requester's name and address (optional)

City, state, and ZIP code
OLANCHA, CA. 93549

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
[redacted]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Ramona L. Barker Date ▶ 5-9-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Ramona Barker
FOR THE PROVISION OF Maintenance at the Olancha Transfer Station **SERVICES**

TERM:

FROM: July 1, 2012 **TO:** June 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

For Clerk's Use Only:
AGENDA NUMBER

8

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Appointments to the Developmental Disabilities Area Board #12

DEPARTMENTAL RECOMMENDATION: – Request Board appoint two people to the Development Disabilities Area Board #12, to complete an unexpired three-year term ending December 31, 2013 and an unexpired term ending December 31, 2014. *(Notice of vacancy resulted in requests for appointment being received from Ms. Joan Stathem and Mr. Donnie Tobias.)*

SUMMARY DISCUSSION: The Developmental Disabilities Area Board was reestablished as a result of the Lanterman Developmental Disabilities Services Act of 1977. The law increased the responsibilities of the Area Board from planning to advocating, monitoring, planning and providing information and education about and for services for persons with developmental disabilities. The law also established the categories for membership, as well as membership requirements. Inyo County participates in the Developmental Disabilities Area Board #12 which consists of membership from Inyo, Mono, Riverside and San Bernardino counties. The responsibility for the membership appointments falls to the governing bodies of each of the jurisdictions. The Clerk of the Board's Office was notified of the vacancies on this Board and a notice of vacancy was published Ms. Joan Statham and Mr. Donnie Tobias submitted requests for appointment.

ALTERNATIVES: Your Board could choose to not make the appointments as recommended and seek further recruitment to fill the vacancies. This alternative is not recommended. The applicants seeking appointment to the Developmental Disabilities Area Board #12 meet the membership category requirements and further recruitment efforts do no assure your Board of a better applicant pool.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no fiscal impact associated with this action.

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

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

State Council on *Develop*mental Dis*abilities*
Area Board #12
650 E. Hospitality Lane, Suite 280
San Bernardino CA 92408-3584
800-962-8073 * (909) 890-1259 * Fax: (909) 890-1635

RESUME OF PERSON INTERESTED
IN SERVING AS A MEMBER OF AREA BOARD #12

NAME: Donnie Tobias **PHONE:** _____

HOME ADDRESS: 251 South Third St apt C Bishop Ca 93514

PROFESSION/OCCUPATION: _____

WORK TELEPHONE: 760-920-9396 **EMAIL:** donnie93@live.com

I HAVE DEMONSTRATED INTEREST AND LEADERSHIP IN HUMAN SERVICES ACTIVITIES AND I AM: (CHECK ONE)

X **A person with a developmental disability** ___ **Immediate relative, legal guardian, or conservator of a person with a developmental disability** ___ **A representative of the general public**

(1) **ATTACHED IS A BRIEF RESUME OF EMPLOYMENT, EDUCATION, AND ACTIVITIES:** X **(Yes)**

(2) **I AM WILLING TO SERVE AND HAVE ATTACHED A STATEMENT CONCERNING WHY I WISH TO SERVE ON THE BOARD AND WHY I BELIEVE I AM QUALIFIED:** X **(Yes)**

I AM NOT CURRENTLY EMPLOYED AS A PROVIDER OF SERVICE TO PERSONS WITH DEVELOPMENTAL DISABILTIES OR A MEMBER OF THE GOVERNING BOARD OF ANY ENTITY PROVIDING SUCH SERVICE WHICH IS FUNDED IN WHOLE OR IN PART WITH STATE FUNDS.

X **True (If other than true, please explain on a separate sheet.)**

Donnie Tobias
Signature

April 23, 2012
Date

Pat Gunsolley

From: Robinson, Terri@SCDD <Terri.Robinson@dss.ca.gov>
Sent: Wednesday, May 30, 2012 3:18 PM
To: Pat Gunsolley
Cc: Smith, Vicki@SCDD
Subject: Area Board #12

Hello Pat,

Ms. Joan Stathem would like to continue serving on State Council on Developmental Disabilities/Area Board #12.

Joan Stathem
387 E South Street Apt A
Bishop, CA 93514
Work: 760/ 873-2400
Home: 760/872-3433

Thank you!

Terri Robinson
Office Technician
SCDD/Area Board #12
909-890-1486

For Clerk's Use Only:
AGENDA NUMBER

9

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: JUNE 5, 2012

SUBJECT: Agreement with Casa Pacifica Centers

DEPARTMENTAL RECOMMENDATION: Request Board ratify the contract between the County of Inyo and Casa Pacifica Centers for Children and Families for the provision of mental health services in an amount not to exceed $30,000.00 for the period of April 1, 2012 to June 30, 2012; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The contract is for intensive mental health services for two youth recommended for placement by the multi-disciplinary placement team after much discussion. These two youth have been placed in this high-level residential treatment facility after each has had an extended period of time in the Juvenile Center, as well as lower level placements. These youth meet the criteria for SED (Severely Emotionally Disturbed). Casa Pacifica has been an Organizational Provider for Inyo County in the past and provides an Intensive Day Treatment Program, Day Rehabilitation, and Medication Monitoring in addition to the residential program. The Organizational Provider status allows us to maximize Medi-Cal reimbursement. Room and board costs are covered through foster care funds activated by Juvenile Probation via Court order. The county staff maintain very close contact with the youth, families and the placement facilities to ensure care and placement is in the least restrictive setting.

ALTERNATIVES:
The Board could choose not to ratify this contract. These minors would continue to evidence very severe disturbance that would result in prolonged acute hospitalization or extended stay in a Juvenile Detention Facility.

OTHER AGENCY INVOLVEMENT:
Child Welfare, Juvenile Probation, Schools.

FINANCING:
Reimbursement will again be pursued for Medi-Cal eligible services provided by the group home. No County General Funds. This will be budgeted in the Foster Care Budget (056400) in Support & Care (5501).

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: yes 5/4/2012 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Rita Lindy Approved: yes 5/10/12 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ 5/14/12 Date:

DEPARTMENT HEAD SIGNATURE: Jean Turner
(Not to be signed until all approvals are received) Date: 5-18-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Casa Pacifica Centers for Children and Families (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from April 1, 2012 to June 30, 2012, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $30,000.00 (Thirty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

B. 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.

C. 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. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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 seven (7) years from the termination or completion

of this Agreement unless otherwise provided in Attachment A. 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.

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

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, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. 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	
Behavioral Health	Department
162 J Grove Street	Address
Bishop, CA 93514	City and State

Contractor:	
Casa Pacifica Centers for Children & Families	Name
975 Flynn Road	Address
Camarillo, CA 93012	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.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature
STEVEN ELSON Ph.D.
CHIEF EXECUTIVE OFFICER
Print or Type Name

Dated: 4/12/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: April 1, 2012 **TO:** June 30, 2012

SCOPE OF WORK

1. Contractor Is: (Check One)

☒ An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (BHS) or State Department of Mental Health.

☐ A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

☐ An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the CONTRACTOR.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through

appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by BHS may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to BHS the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

2. Every I/A must meet the following criteria:

i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.

ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.

iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.

3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.

4. Documentation of required supervision shall be provided to BHS upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of 7 years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for seven (7) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to BHS within 24 hours of service provision for incorporation into client's current chart, if requested by BHS. Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

a. By BHS, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.

b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.

d. In a form maintained in accordance with the general standards and BHS standards applicable to such book or record keeping.

c. For the term and duration consistent with paragraph 5 above.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to BHS all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than BHS, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without BHS's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to BHS or maintain such information according to written procedures sent BHS by the State Department of Health Services for this purpose.

8. Patients' Rights.

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

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

(a) W&I, Divisions 5, 6, and 9;
(b) California Code of Regulations, Title 9;
(c) California Code of Regulations, Title 22;
(d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs
and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to BHS such financial and other reports regarding Indigent Patient Services and other services provided to Patients as BHS shall reasonably request in writing related to BHS's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: April 1, 2012 **TO:** June 30, 2012

SCHEDULE OF FEES:

Casa Pacifica
Pricing
Fiscal Year 2011-2012

Service Function	Rate
Room and Board	$9,146 per month
Non Public School	$163 per day
Day Rehabilitation – full day	$131.24 per day
Mental Health Services	$2.61 per minute
Case Management	$2.02 per minute
Medication Support	$4.82 per minute
Crisis Intervention	$3.88 per minute

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

FROM: April 1, 2012 **TO:** June 30, 2012

STATE DEPARTMENT OF MENTAL HEALTH
DOCUMENTATION STANDARDS FOR CLIENT RECORDS (ATTACHED)

Documentation Standards for Client Records

The documentation standards are described below under key topics related to client care. All standards shall be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

1. **The following areas shall be included as appropriate as a part of a comprehensive client record:**

   a. **Relevant physical health conditions reported by the client shall be prominently identified and updated as appropriate.**

   b. **Presenting problems and relevant conditions affecting the client's physical health and mental health status shall be documented, for example: living situation, daily activities, and social support.**

   c. **Documentation shall describe client strengths in achieving client plan goals.**

   d. **Special status situations that present a risk to client or others shall be prominently documented and updated as appropriate.**

   e. **Documentation shall include medications that have been prescribed by mental health plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.**

   f. **Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities shall be clearly documented.**

   g. **A mental health history shall be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.**

   h. **For children and adolescents, pre-natal and perinatal events and complete developmental history shall be documented.**

   i. **Documentation shall include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over the counter drugs.**

j. A relevant mental status examination shall be documented.

k. A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, shall be documented, consistent with the presenting problems, history, mental status evaluation and/or other assessment data.

2. Timeliness/Frequency Standard for Assessment

The MHP shall establish standards for timeliness and frequency for the above-mentioned elements.

B. Client Plans

1. Client Plans Shall:

a. Have specific observable and/or specific quantifiable goals.

b. Identify the proposed type(s) of intervention.

c. Have a proposed duration of intervention(s).

d. Be signed (or electronic equivalent) by:

i. The person providing the service(s), or

ii. A person representing a team or program providing services, or

iii. A person representing the MHP providing services.

e. When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category,

i. A physician

ii. A licensed/ "waivered" psychologist

iii. A licensed/registered/waivered social worker

iv. A licensed/registered/waivered marriage and family therapist or

v. A registered nurse

f. **Be consistent with the diagnoses, and the focus of intervention shall be consistent with the client plan goals, and there shall be documentation of the client's participation in and agreement with the plan. Examples of documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.**

   i. **Client signature on the plan shall be used as the means by which the MHP documents the participation of the client,**

      1) **When the client is a long term client as defined by the MHP, and**

      2) **The Client is receiving more than one type of service from the MHP.**

   ii. **When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.**

   iii. **The MHP shall give a copy of the client plan to the client on request.**

2. **Timeliness/Frequency of Client Plan**

   a. **Shall be updated at least annually.**

   b. **The MHP shall establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.**

C. Progress Notes

1. **Items that shall be contained in the client record related to the client's progress in treatment include:**

   a. **The client record shall provide timely documentation of relevant aspects of client care.**

   b. **Mental Health staff/practitioners shall use client records to document client encounters, including relevant clinical decisions and interventions.**

c. All entries in the client record shall include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable

d. All entries shall include the date services were provided.

e. The record shall be legible.

f. The client record shall document referrals to community resources and other agencies, when appropriate.

g. The client record shall document follow-up care, or as appropriate, a discharge summary.

2. Timeliness/Frequency of Progress Notes

Progress notes shall be documented at the frequency by type of service indicated below:

a. Every Service Contact

   i. Mental Health Services

   ii. Medical Support Services

   iii. Crisis Intervention

b. Daily

   i. Crisis Residential

   ii. Crisis Stabilization (1 x / 23hr)

   iii. Day Treatment intensive

c. Weekly

   i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.

ii. Day Rehabilitation

iii. Adult Residential

d. Other

i. Psychiatric health facility services: notes on each shift.

ii. Targeted Case Management: every service contact, daily or weekly summary.

iii. As determined by the MHP for other services.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: April 1, 2012 **TO:** June 30, 2012

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Casa Pacifica Centers for Children & Families

Business name/disregarded entity name, if different from above
Casa Pacifica

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1722 S. Lewis Road

Requester's name and address (optional)

City, state, and ZIP code
Camarillo, CA 93012

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
7 7 – 0 1 9 5 0 2 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] for Casa Pacifica Date ▶ 4-12-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND Casa Pacifica Centers for Children and Families

FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: April 1, 2012 **TO:** June 30, 2012

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim.

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

Other Insurance Provisions

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

Additional Insured Status

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

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

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

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

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

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

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

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

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

Subcontractors

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

Special Risks or Circumstances

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

For Clerk's Use Only:
AGENDA NUMBER

10

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Approve the Contract between County of Inyo and Casa Pacifica Centers, Inc.

DEPARTMENTAL RECOMMENDATION: Request Board approve the contract between the County of Inyo and Casa Pacifica Centers for Children and Families for the provision of mental health services in an amount not to exceed $30,000.00 for the period of July 1, 2012 to June 30, 2013, contingent upon Board's adoption of FY 2012/2013 Budget, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This contract is for intensive mental health services for two youth recommended for placement by the multi-disciplinary placement team after much discussion. These two youth have been placed in this high-level residential treatment facility after each has had an extended period of time in the Juvenile Center, as well as lower level placements. These youth are also in need of a "non-public school" setting to meet their educational needs. These services as well as intensive mental health services are provided in the residential setting. Casa Pacifica has been an Organizational Provider of mental health services for Inyo County in the past and provides an Intensive Day Treatment Program, Day Rehabilitation, and Medication Monitoring in addition to the residential program. The Organizational Provider status allows us to maximize Medi-Cal reimbursement. The county staff maintain very close contact with the youth, families and the placement facilities to ensure care and placement in the least restrictive setting.

ALTERNATIVES:
Your Board could choose not to ratify this contract. These minors would continue to evidence very severe disturbance that would result in prolonged acute hospitalization or extended stay in a Juvenile Detention Facility.

OTHER AGENCY INVOLVEMENT:
Child Welfare, Juvenile Probation, Schools.

FINANCING:
Mental Health Realignment and reimbursement will again be pursued for MediCal eligible services provided by the group home. This expense is budgeted in Mental Health (045200) in Support and Care (5508). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 5/14/2012 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: 5/15/12 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ 5/21/12 Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 5-21-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Casa Pacifica Centers for Children and Families (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2012 to June 30, 2013, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $30,000.00 (Thirty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

B. 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.

C. 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. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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 seven (7) years from the termination or completion

of this Agreement unless otherwise provided in Attachment A. 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.

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

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, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. 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	
Behavioral Health	Department
162 J Grove Street	Address
Bishop, CA 93514	City and State

Contractor:	
Casa Pacifica Centers for Children & Families	Name
975 Flynn Road	Address
Camarillo, CA 93012	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.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature
STEVEN ELSON Ph.D.
CHIEF EXECUTIVE OFFICER
Print or Type Name

Dated: 4/12/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCOPE OF WORK

1. Contractor Is: (Check One)

☒ An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (BHS) or State Department of Mental Health.

☐ A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

☐ An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the CONTRACTOR.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through

appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by BHS may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to BHS the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

2. Every I/A must meet the following criteria:

i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.

ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.

iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.

3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.

4. Documentation of required supervision shall be provided to BHS upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of 7 years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for seven (7) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to BHS within 24 hours of service provision for incorporation into client's current chart, if requested by BHS. Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

a. By BHS, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.

b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.

d. In a form maintained in accordance with the general standards and BHS standards applicable to such book or record keeping.

c. For the term and duration consistent with paragraph 5 above.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to BHS all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than BHS, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without BHS's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to BHS or maintain such information according to written procedures sent BHS by the State Department of Health Services for this purpose.

8. Patients' Rights.

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

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

(a) W&I, Divisions 5, 6, and 9;
(b) California Code of Regulations, Title 9;
(c) California Code of Regulations, Title 22;
(d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs
and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to BHS such financial and other reports regarding Indigent Patient Services and other services provided to Patients as BHS shall reasonably request in writing related to BHS's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCHEDULE OF FEES:

Casa Pacifica
Pricing
Fiscal Year 2011-2012

Service Function	Rate
Room and Board	$9,146 per month
Non Public School	$163 per day
Day Rehabilitation – full day	$131.24 per day
Mental Health Services	$2.61 per minute
Case Management	$2.02 per minute
Medication Support	$4.82 per minute
Crisis Intervention	$3.88 per minute

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

FROM: July 1, 2012 **TO:** June 30, 2013

STATE DEPARTMENT OF MENTAL HEALTH
DOCUMENTATION STANDARDS FOR CLIENT RECORDS (ATTACHED)

Documentation Standards for Client Records

The documentation standards are described below under key topics related to client care. All standards shall be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

1. **The following areas shall be included as appropriate as a part of a comprehensive client record:**

   a. **Relevant physical health conditions reported by the client shall be prominently identified and updated as appropriate.**

   b. **Presenting problems and relevant conditions affecting the client's physical health and mental health status shall be documented, for example: living situation, daily activities, and social support.**

   c. **Documentation shall describe client strengths in achieving client plan goals.**

   d. **Special status situations that present a risk to client or others shall be prominently documented and updated as appropriate.**

   e. **Documentation shall include medications that have been prescribed by mental health plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.**

   f. **Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities shall be clearly documented.**

   g. **A mental health history shall be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.**

   h. **For children and adolescents, pre-natal and perinatal events and complete developmental history shall be documented.**

   i. **Documentation shall include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over the counter drugs.**

j. A relevant mental status examination shall be documented.

k. A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, shall be documented, consistent with the presenting problems, history, mental status evaluation and/or other assessment data.

2. Timeliness/Frequency Standard for Assessment

The MHP shall establish standards for timeliness and frequency for the above-mentioned elements.

B. Client Plans

1. Client Plans Shall:

a. Have specific observable and/or specific quantifiable goals.

b. Identify the proposed type(s) of intervention.

c. Have a proposed duration of intervention(s).

d. Be signed (or electronic equivalent) by:

i. The person providing the service(s), or

ii. A person representing a team or program providing services, or

iii. A person representing the MHP providing services.

e. When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category,

i. A physician

ii. A licensed/ "waivered" psychologist

iii. A licensed/registered/waivered social worker

iv. A licensed/registered/waivered marriage and family therapist or

v. A registered nurse

f. **Be consistent with the diagnoses, and the focus of intervention shall be consistent with the client plan goals, and there shall be documentation of the client's participation in and agreement with the plan. Examples of documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.**

   i. **Client signature on the plan shall be used as the means by which the MHP documents the participation of the client,**

      1) **When the client is a long term client as defined by the MHP, and**

      2) **The Client is receiving more than one type of service from the MHP.**

   ii. **When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.**

   iii. **The MHP shall give a copy of the client plan to the client on request.**

2. **Timeliness/Frequency of Client Plan**

   a. **Shall be updated at least annually.**

   b. **The MHP shall establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.**

C. Progress Notes

1. **Items that shall be contained in the client record related to the client's progress in treatment include:**

   a. **The client record shall provide timely documentation of relevant aspects of client care.**

   b. **Mental Health staff/practitioners shall use client records to document client encounters, including relevant clinical decisions and interventions.**

c. All entries in the client record shall include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable

d. All entries shall include the date services were provided.

e. The record shall be legible.

f. The client record shall document referrals to community resources and other agencies, when appropriate.

g. The client record shall document follow-up care, or as appropriate, a discharge summary.

2. Timeliness/Frequency of Progress Notes

Progress notes shall be documented at the frequency by type of service indicated below:

a. Every Service Contact

   i. Mental Health Services

   ii. Medical Support Services

   iii. Crisis Intervention

b. Daily

   i. Crisis Residential

   ii. Crisis Stabilization (1 x / 23hr)

   iii. Day Treatment intensive

c. Weekly

   i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.

ii. **Day Rehabilitation**

iii. **Adult Residential**

d. **Other**

i. **Psychiatric health facility services: notes on each shift.**

ii. **Targeted Case Management: every service contact, daily or weekly summary.**

iii. **As determined by the MHP for other services.**

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Casa Pacifica Centers for Children & Families

Business name/disregarded entity name, if different from above
Casa Pacifica

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1722 S. Lewis Road

Requester's name and address (optional)

City, state, and ZIP code
Camarillo, CA 93012

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
7 7 - 0 1 9 5 0 2 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] for Casa Pacifica Date ▶ 4-12-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND Casa Pacifica Centers for Children and Families

FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim.

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

Other Insurance Provisions

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

Additional Insured Status

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

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

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

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

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

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

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

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

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

Subcontractors

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

Special Risks or Circumstances

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

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only:
AGENDA NUMBER
11

X Consent Departmental Correspondence Action Public Hearing

Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: June 5, 2012

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

DEPARTMENTAL RECOMMENDATION:
Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. (for residential placement for adults in a locked facility or an enhanced board and care) in the amount not to exceed $30,000 for the period of July 1, 2012 to June 30, 2013; contingent upon Board's adoption of FY 2012/2013 Budget; and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Mental Health currently has two LPS conserved individuals at Crestwood Behavioral Health, Inc., one is in a locked facility, an Institute for Mental Disorders (IMD), in Vallejo. This individual has resided in the IMD facility for many years. The other person has "stepped down" from a locked unit to an enhanced board and care in Sacramento. This person will have an opportunity to have more involvement in the community including an opportunity for a work experience. Crestwood provides specialized services that meet both the physical and emotional needs of these persons. Crestwood works closely with the deputy conservators and provides treatment updates and planning as appropriate.

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

OTHER AGENCY INVOLVEMENT:
Inyo County Courts.

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 5/14/2012
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Yes Date 5/15/12
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 5/21/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 5-21-12

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

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2012 to June 30, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $30,000.00 (Thirty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment **C**, 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, and municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. 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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

exercise any rights or power vested in the County. No agent, officer, or employee of the 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, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. PATIENTS RIGHTS.

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

15. CANCELLATION.

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

16. ASSIGNMENT.

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

17. DEFAULT.

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

18. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-five (25) below.

19. 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.

20. CONFLICTS.

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

21. POST AGREEMENT COVENANT.

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

22. SEVERABILITY.

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

23. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-five (25) (Amendment).

24. 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.

25. 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.

26. 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 Behavioral Health	Department
162 J Grove Street	Street
Bishop, CA 93514	City and State
Contractor: Crestwood Behavioral Health, Inc.	Name
7590 Shoreline Drive	Street
Stockton, CA 95219	City and State

27. ENTIRE AGREEMENT.

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

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

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

George C. Lytal
Print or Type Name

Dated: 4/17/2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

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

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCOPE OF WORK:

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

Page 4, Paragraph 11, replaced by the following:

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

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

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

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCHEDULE OF FEES:

Pursuant to Welfare and Institutions Code Section 5902(e), reimbursement for basic services shall be at the rate established by the State Department of Health for nursing facilities plus the rate established for special treatment (patch rates). Current daily rate $50.00 Leave of Absence shall be paid at the rate pursuant to the IMD Per Diem rates, Note 2. In addition, County shall pay $45.00 per month for personal needs money.

Attachments: DMH Information Notice
IMD Per Diem Rates

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

TOTAL WITH ENHANCED SERVICES

IMD 18-64

		BASIC	ENHANCED	TOTAL
VALLEJO	(37 BED)	171.80	17.00	188.80
		171.80	30.00	201.80
		171.80	50.00	221.80
		171.80	80.00	251.80
REDDING GTC		171.80	10.00	181.80
		171.80	20.00	191.80
		171.80	40.00	211.80
		171.80	50.00	221.80

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

TOTAL WITH ENHANCED SERVICES

NON IMD 18-64

STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	171.80	14.00	185.80
EUREKA ***				
			50.00	50.00
			100.00	100.00
			130.00	130.00
	NON MEDI CAL	171.80	50.00	221.80
	NON MEDI CAL	171.80	100.00	271.80
	NON MEDI CAL	171.80	130.00	301.80
MODESTO			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	171.80	14.00	185.80
FREMONT GTC	NON MEDI CAL	199.20	118.00	317.20
	NEURO-BEHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT		0.00	28.00	28.00
		0.00	50.00	50.00
			80.00	80.00
			118.00	118.00

*** It is anticipated that Eureka will be converted to a SNF/non-IMD sometime after July 1, 20 at which time the above rates will be in effect. The MHRC rates will remain in effect until the conversion.

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	182.00
	SUB ACUTE	221.00
SAN JOSE		218.00
	PREGNANT	227.00
VALLEJO	LEVEL 1	269.00
	LEVEL 2	229.00
	LEVEL 3	203.00
	LEVEL 4	191.00
ANGWIN	LEVEL 1	261.00
	LEVEL 2	208.00
	LEVEL 3	170.00
BAKERSFIELD	LEVEL 1	221.00
	LEVEL 2	489.00
EUREKA		230.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO		756.00
SAN JOSE		850.00
	INDIGENT	950.00
KERN		750.00
KERN 2		850.00
FRESNO		
AMERICAN RIVER		750.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA)	DAY TREATMENT	120.00
	RCFE	88.00
OUR HOUSE		100.00
BRIDGE(KERN)		160.00
AMERICAN RIVER RESIDENTIAL		100.00
PLEASANT HILL BRIDGE		100.00
PLEASANT HILL PATHWAYS		155.00
FRESNO		160.00
VALLEJO RCFE		100.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
VALLEJO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
MODESTO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
REDDING GTC	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	20.00	20.00
	28.00	28.00
	50.00	50.00

ATTACHMENT C

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

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
Crestwood Behavioral Health, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
520 Capitol Mall, Suite 800

Requester's name and address (optional)

City, state, and ZIP code
Sacramento, CA 95814

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
6 8 - 0 3 9 9 4 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 4/18/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT D

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

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim.

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

Other Insurance Provisions

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

Additional Insured Status

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

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

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

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

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

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

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

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

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

Subcontractors

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

Special Risks or Circumstances

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only:
AGENDA NUMBER
12

X Consent Departmental Correspondence Action Public Hearing

Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Approval of Contract between County of Inyo and Country Villa Merced Behavioral Health Center.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between County of Inyo and Country Villa Merced Behavioral Health Center for residential placement for adults in a locked facility in an amount not to exceed $30,000 for the period of July 1, 2012 to June 30, 2013; contingent upon Board's adoption of FY 2012/2013 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo Mental Health has placed LPS conserved adult individuals in this facility for the last fourteen years. Country Villa Merced Behavioral Health Center provides specialized services that meet both the physical and emotional needs of these persons. In the past, twelve persons placed at Country Villa Merced Behavioral Health Center have completed the treatment and have successfully "stepped down" intensity of treatment and eventually were terminated from conservatorship status to live independently or in a board and care facility in the community. Country Villa Merced Behavioral Health Center works closely with the deputy conservators and provides treatment updates and planning as appropriate.

ALTERNATIVES:

Country Villa Merced Behavioral Health Center has offered excellent treatment services for these vulnerable persons. They are committed to providing services in the least restrictive setting. Your Board could choose not to approve this contract. This would jeopardize the placement for the conservatee. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts

FINANCING:

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 5/14/2012
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: jm Date 5/15/12
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 5/21/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 5-21-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Country Villa Merced Behavioral Health
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2012 to June 30, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $30,000.00 (Thirty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment **C**, 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, and municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. 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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

exercise any rights or power vested in the County. No agent, officer, or employee of the 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, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor.

Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. PATIENTS RIGHTS.

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

15. CANCELLATION.

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

16. ASSIGNMENT.

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

17. DEFAULT.

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

18. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-five (25) below.

19. 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.

20. CONFLICTS.

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

21. POST AGREEMENT COVENANT.

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

22. SEVERABILITY.

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

23. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-five (25) (Amendment).

24. 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.

25. 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.

26. 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 Behavioral Health	Department
162 J Grove Street	Street
Bishop, CA 93514	City and State
Contractor: Country Villa Merced Behavioral Health	Name
1255 B Street	Street
Merced, CA 95340	City and State

27. 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 Country Villa Merced Behavioral Health
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

MARK S BECKER GC for MANAGER
Print or Type Name

Dated: 4/17/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Country Villa Merced Behavioral Health
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCOPE OF WORK:

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

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Country Villa Merced Behavioral Health
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SCHEDULE OF FEES:

TOTAL DAILY RATE

Mental Health Rehabilitation Center/IMD Services (AB 360 rate)—$165.81

Special Treatment Program Patch----------$5.72

TOTAL COST PER DAY WITH PATCH----------$171.53

Bed Hold Rate is $158.55

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Country Villa Merced Behavioral Health
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
CF Merced Behavioral, LLC

Business name, if different from above
Country Villa Merced Behavioral Health Center

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1255 B. Street

Requester's name and address (optional)

City, state, and ZIP code
Merced, CA 95340

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–			

or

Employer identification number
2	0	–	8	0	2	6	8	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/17/12

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Country Villa Merced Behavioral Health
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2012 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim.

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

Other Insurance Provisions

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

Additional Insured Status

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

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

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

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

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

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

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

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

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

Subcontractors

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

Special Risks or Circumstances

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

For Clerk's Use Only:
AGENDA NUMBER
13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Approval to join the California Mental Health Services Authority (CalMHSA) and to assign the MHSA Statewide Prevention Early Intervention (SW PEI) funds.

DEPARTMENTAL RECOMMENDATION:
Request Board 1) approve Inyo County's participation in the California Mental Health Services Authority, a joint powers authority, 2) designate the Behavioral Health Director to serve as a member of the Board of Directors and 3) assign the Statewide Prevention Early Intervention (PEI) funds in the amount of $100,000 and the PEI Training and Capacity Building funds in the amount of $8,400 to CalMHSA for use in statewide prevention projects and 4) approve the Department to issue a warrant in the amount of $108,400 to CalMHSA from the MHSA Trust

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The California Mental Health Services Authority (CalMHSA) is a joint powers authority of counties which was established to allow counties to jointly develop and fund mental health services and education programs as determined on a regional, statewide, or other basis. Presently 90% of the counties participate in CalMHSA with 5 other counties in process of joining. There is a one-time membership fee of $250 but there are no monthly dues or obligations of funding going forward.

CalMHSA was formed while the Department of Mental Health was still the State governing agency and there was funding set aside in the Mental Health Services Act for statewide projects. Although these funds were allocated in a specific amount to each county, according to county populations, the funds were to be received and reassigned back to the State Department of Mental Health. Several counties challenged this process and protested the oversight of these projects by the State Department of Mental Health (DMH). The County Mental Health Directors Association (CMHDA) began to look for alternative methods to access these funds to create Statewide Prevention and Early Intervention projects that followed the intent of the Act but allowed regions to develop strategies that worked in and for these regions. They developed CalMHSA and the associated joint powers agreement and encouraged counties to consider being a part of this effort. The Board of Directors is made up of primarily Behavioral Health Directors who are knowledgeable of and represent the needs of their communities/regions. Member counties have now assigned their Statewide PEI funds to CalMHSA. CalMHSA, in turn, has executed a contractual agreement with DMH for $160 million to implement the projects. There are 26 different contractors that are addressing the areas of 1) Suicide Prevention, 2) Stigma and Discrimination Reduction, 3) Student Mental Health and 4) Outcome Evaluation. As projects are assigned/administered, any management by Inyo County would be associated with the specific program or project. There is no on-going obligation. CalMHSA is an affiliate of the California State Association of Counties and is a member of CSAC-EIA which provides broad insurance coverage with a $25 million limit.

Inyo County has "State-administered PEI Project" allocations in the amount of $25,000 per year for 4 years (from FY08/09 through FY 11/12) for a total amount of $100,000. We also have allocations of $2,100 per year for the same period for PEI Training and Capacity Building for a total of $8,400. If given permission to join CalMHSA, we would also request permission to assign these funds to CalMHSA for use in the PEI projects. We have spent some

time in a collaborative planning capacity between Inyo and Mono County consumers to develop a Stigma and Discrimination Reduction Plan. We have developed strategies that will be reinforced in the Statewide efforts and will include the required extensive evaluation. The Behavioral Health Director will be involved in the statewide project oversight to ensure that our needs are met. We will also be involved in looking at the suicide prevention strategies. Our Program Chief is very knowledgeable in this area. Further, there is a regional School Mental Health project that has a component that consists of funds to start up a counseling program overseen by the County Superintendent of Schools. We are to be involved in this effort as well. Finally, we find that the contract with the RAND Corporation on outcome evaluation will allow us access to valuable data and analysis of such data in regards to programs offered. In summary, we feel that we will access valuable programs and will have adequate involvement to ensure that our voice is heard. This involvement will also give us experience in working as part of CalMHSA in order to inform us about whether it will serve us in the future.

ALTERNATIVES:

Your Board could choose to deny our participation in the CalMHSA at this time. As a consequence, we would not have a mechanism in place to participate in statewide or regional projects for which funds may be forthcoming. This would also restrict our ability to currently participate in the statewide prevention and early intervention projects. While we would still indirectly benefit from some of the efforts being put forward, we would not have a voice in the process nor would we be contributing our share of funds set aside for this purpose. To date, a regional CalMHSA pilot project for school mental health is at risk due to our lack of membership. Your Board to could also choose to allow us to join CalMHSA but not to assign all or a portion of the statewide funds. While this was considered, an analysis of the requirements to spend the statewide funds suggests that we would have difficulty in ensuring that 1) the funds would not revert due to the other priorities of the division, 2) we were able to meet the requirement to join together regionally to formulate a plan and 3) the amount of funds would be sufficient to address all of the prevention areas in a meaningful way and to ensure adequate evaluation.

OTHER AGENCY INVOLVEMENT:

Other CalMHSA counties and partners.

FINANCING:

Membership fee of $250 would be paid from MHSA funds, and the $108,400 Statewide PEI allocation and PEI Training and Capacity Building allocation funds would be distributed to CalMHSA from the MHSA Trust (505306), Deferred Revenue (2200). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 5/9/2012
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 5-10-12
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: 5/14/12
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 5-15-12

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

JOINT EXERCISE OF POWERS AGREEMENT

This **Agreement** is executed in the State of California by and among those **Members**, organized and existing under the Constitution of the State of California, which are parties signatory to this **Agreement**. All such **Members** shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (the "Joint Exercise of Powers Act," **Government Code** section 6500 *et seq.*) permits two or more public agencies by **Agreement** to exercise jointly powers common to the contracting parties; and

WHEREAS, Division 5 of the California Welfare and Institutions Code authorizes and directs California counties to obtain and administer public funds for, and to provide certain community mental health services to persons residing within said counties and cities; and

WHEREAS, in the November 2004 general election, the People of the State of California enacted Proposition 63, the Mental Health Services Act, which added certain provisions to the California Welfare and Institutions Code and to the California Revenue and Taxation Code, for the purpose of raising additional revenues and distribution of those revenues to California counties for use in providing expanded services in preventing, detecting, and treating mental illness among persons in their communities, and other mental health sections of the Welfare and Institutions Code;

WHEREAS, the **Members** executing this **Agreement** desire to join together for the purpose of jointly exercising their powers under some or all of the statutes referenced above.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1

PURPOSES

This **Agreement** is entered into by the **Members** in order to jointly develop, and fund mental health services and education **Programs** as determined on a regional, statewide, or other basis. Such **Programs** may include, but are not limited to, the following:

(a) Addressing suicide prevention.

(b) Ethnic and cultural outreach.

(c) Stigma and discrimination reduction related to mental illness.

(d) Student mental health and workforce training and education.

(e) Training, technical assistance, and capacity building.

(f) The provision of necessary administrative services. Such administrative services may include, but shall not be limited to, establishing a depository for research materials and information regarding "best practices."

It shall be the intent of the **Authority** that all such **Programs** are fiscally self-contained requiring no additional funding from **Members**. Accordingly, no **Member** shall be obligated to fund the **Authority** or any **Program** in an amount greater than the amount to which the **Member** has previously agreed. The indirect costs to operate the **Authority** shall be allocated to each of the **Programs** operated by the **Authority** as directed by its **Members**.

ARTICLE 2

PARTIES TO THE AGREEMENT

Each **Member**, as a party to this **Agreement**, certifies that it intends to and does contract with all other **Members** as parties to this **Agreement** and, with such other **Members** as may later be added as parties to this **Agreement**. Each **Member** also certifies that the withdrawal, expulsion, or other removal of any party from this **Agreement** shall not terminate this **Agreement** or the **Member's** obligations hereunder.

ARTICLE 3

CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Act, there is hereby created a public entity separate and apart from the parties, hereto, to be known as the California Mental Health Services Authority, with such powers as are hereinafter set forth.

Pursuant to the Government Code, Section 6508.1, the assets, debts, liabilities, and obligations of the **Authority** shall not constitute assets, debts, liabilities, or obligations of any party to this **Agreement**. However, a party to the Agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the **Authority.**

ARTICLE 4

POWERS OF THE AUTHORITY

The **Authority** shall have all of the powers common to General Law counties in California and all additional powers set forth in the Article 1, Chapter 5, Division 7, Title 1 of the California **Government Code** (beginning with Section 6500), and is hereby authorized to do all

acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from **Members** as provided in **Government Code** Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to **Government Code** Section 6509.5.

(g) To carry out all provisions of this **Agreement**.

(h) To define fiscal and **Program** participation and withdrawal provisions of **Members**.

(i) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 5

TERM OF THE AGREEMENT

This **Agreement** shall become effective on July 1, 2009. This Agreement shall continue in effect until lawfully terminated as provided herein and in Bylaws.

ARTICLE 6

BOARD OF DIRECTORS

The **Authority** shall be governed by the **Board of Directors**, which shall be composed of the local county or city mental health director from each **Member**, appointed or designated, and acknowledged in writing, by the **Member** governing body and serving at the pleasure of that body. Each director shall also designate an alternate director who shall have the authority to attend, participate in and vote at any meeting of the **Board** when the director is absent. A Director or alternate director, upon termination of office or employment with the county, shall automatically terminate membership on the **Board**.

To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director and alternate shall file with the **Authority** the required Fair Political Practices Commission (FPPC) forms upon assuming office, during office, and upon termination of office.

Any vacancy in a director position shall be filled by the appointing governing body, subject to the provisions of this Article.

The presence of a majority of the membership of the Board shall constitute a quorum for the transaction of business. Following the establishment of a quorum, measures may normally be passed by a simple majority of **Members** present and voting. As to an action that affects only one of the **Authority's Programs**, only those **Members** who represent counties participating in that **Program** will be counted in determining whether there is a quorum and whether there is approval by a majority.

Notwithstanding the preceding paragraph, upon the motion of any Board **Member**, seconded by another, passage of a measure by the Board will require approval through a weighted voting procedure. For weighted voting purposes there shall be a total of 75 votes. Each **Member** shall have one vote. The remaining votes shall be allocated among the **Members** based on the most recent census. This calculation shall be performed and reviewed annually in June, prior to the next fiscal year. Any weighted vote will be a roll call vote. Weighted votes must be cast in whole by the voting county and may not be split.

At any meeting at which a quorum is initially present, the **Board** may continue to transact business notwithstanding the withdrawal of enough **Members** to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above-stated proviso concerning actions restricted to one **Program** and to special voting requirements, if any, stated elsewhere in this **Agreement**.

ARTICLE 7

ACCOUNTS AND RECORDS

(a) Annual Budget. The **Authority** shall annually adopt an operating budget which shall include a separate budget for each **Program** under development or adopted and implemented by the **Authority**.

(b) Funds and Accounts. The **Authority** shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles, or by any provision of law or any resolution of the **Authority**. Books and records of the **Authority** shall be open to inspection at all reasonable times by authorized representatives of **Members**. Additionally, the **Authority** shall adhere to the standard of strict accountability for funds set forth in **Government Code** Section 6505.

(c) Annual Audit. Pursuant to **Government Code** Section 6505, the **Authority** shall either make or contract with a certified public accountant to make an annual **Fiscal Year** audit of all accounts and records of the **Authority**, conforming in all respects with the requirements of that section. By unanimous request of the Board, the audit may be biennial as permitted by Government Code section 6505, subdivision (f). A report of the audit shall be filed as a public record with each of the **Members** and also with the county auditor of the county where the home office of the **Authority** is located and shall be sent to any public agency or person in California that submits a written request to the **Authority**. The report shall be filed within twelve months of the end of the **Fiscal Year** or years under examination. Costs of the audit shall be considered a general expense of the **Authority**.

ARTICLE 8

RESPONSIBILITIES FOR FUNDS AND PROPERTY

The Treasurer of the **Board** shall have the custody of and disburse the **Authority's** funds. He or she may delegate disbursing authority to such persons as may be authorized by the **Board** of Directors to perform that function, subject to the requirements of (b) below.

Pursuant to **Government Code** Section 6505.5, the Treasurer of the **Board** shall:

(a) Receive and acknowledge receipt for all funds of the **Authority** and place them in the treasury so designated by the Treasurer of the **Board** to the credit of the **Authority**.

(b) Be responsible upon his or her official bond for the safekeeping and disbursements of all **Authority** funds so held by him or her.

(c) Be responsible for oversight of payment, when due, out of money of the **Authority** so held, all sums payable by the **Authority**. The **Board** of Directors may delegate authority to anybody or person to make such payments from **Authority** funds.

(d) Verify and report in writing to the **Authority** and to **Members**, as of the first day of each quarter of the **Fiscal Year**, the amount of money then held for the **Authority**, the amount of receipts since the last report, and the amount paid out since the last report.

Pursuant to **Government Code** Section 6505.1, the **Authority** shall designate the public office or officers or person(s) who shall have charge of, handle, and have access to the property of the **Authority** and shall require such officer(s) or person(s) to file an official bond in amount fixed by the contracting parties.

ARTICLE 9

WITHDRAWAL

a) A **Member** may withdraw as a party to this **Agreement** upon written notice no later than December 31 of the **Fiscal Year**, effective the end of the **Fiscal Year**, to the **Authority** if it has never become a participant in any **Program** or if it has previously withdrawn from all **Programs** in which it was a participant.

b) **A Member** Withdrawal from **Programs** will be defined in the specific **Program** Bylaws.

ARTICLE 10

EXPULSION

Notwithstanding the provisions of Article 8, the **Board** of Directors may:

(a) Expel any **Member** from this **Agreement** and membership in the **Authority**, on a two-thirds (2/3) vote of the **Board Members** present and voting. Such action shall have the effect of terminating the **Member's** participation in all **Programs** of the **Authority** as of the date that its membership is terminated.

(b) Expel any **Member** from participation in a **Program** of the **Authority**, without expelling the **Member** from the **Authority** or participation in other **Programs**, on a majority vote of the **Board Members** present and voting who represent participants in the **Program**.

The **Board** shall give sixty (60) days advance written notice of the effective date for any expulsion under the foregoing provisions. Upon such effective date, the **Member** shall be treated the same as if it had voluntarily withdrawn from this **Agreement**, or from the **Program**, as the case may be.

ARTICLE 11

EFFECT OF WITHDRAWAL OR EXPULSION

Except as provided below, a **Member** who withdraws or is expelled from this **Agreement** and membership in the **Authority**, or from any **Program** of the **Authority**, shall not be entitled to the return of any payment to the **Authority**, or of any property contributed to the **Authority**.

A **Member** that has withdrawn from a **Program** pursuant to Article 9 or that has been expelled from a **Program** pursuant to Article 10 shall be obligated for its prorata share of expenses incurred during the **Member's** participation in any **Program**, including any expenses unavoidably incurred thereafter. The **Authority** will return any contribution made by the **Member** that exceeds the expenses allocated to that **Member**.

In the event of termination of this **Agreement**, a withdrawn or expelled **Member** may share in the distribution of assets of the **Authority** to the extent provided in Article 12.

ARTICLE 12

TERMINATION AND DISTRIBUTION OF ASSETS

A two-thirds vote of the total voting membership of the **Authority**, consisting of **Members**, acting through their governing bodies and the voting **Board Members** from the **Member** public entities, is required to terminate this **Agreement**; provided, however, that this **Agreement** and the **Authority** shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the **Authority**.

Upon termination of this **Agreement**, all assets of the **Authority** in each **Program** shall be distributed among those **Members** who participated in that **Program** in proportion to their cash contributions and property contributed (at market value when contributed). The **Board** of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the **Program**.

ARTICLE 13

LIABILITY OF BOARD OF DIRECTORS, OFFICER, COMMITTEE MEMBERS AND ADVISORS

The **Members** of the **Board** of Directors, Officers, committee members and advisors to any **Board** or committees of the **Authority** shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this **Agreement**. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by the agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of **Authority** funds, or failure to invest.

No Director, Officer, committee member or advisor to any **Board** member, Officer or committee member shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or advisor to any committee. No Director, Officer, committee member or advisor to any committees shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this **Agreement**.

The funds of the **Authority** shall be used to defend, indemnify and hold harmless the **Authority** and any Director, Officer, committee member or advisor to any committee for their actions taken within the scope of the **Authority**. Nothing herein shall limit the right of the **Authority** to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 14

BYLAWS

The **Board** shall adopt Bylaws consistent with this **Agreement** which shall provide for the administration and management of the **Authority**.

ARTICLE 15

NOTICES

The **Authority** shall address notices, billings and other communications to a **Member** as directed by the **Member**. Each **Member** shall provide the **Authority** with the address to which communications are to be sent. **Members** shall address notices and other communications to the **Authority** to the Executive Director of the **Authority**, at the office address of the **Authority** as set for in the Bylaws.

ARTICLE 16

AMENDMENT

A two-thirds vote of the total voting membership of the **Authority**, consisting of **Members**, acting through their governing bodies, is required to amend this **Agreement**.

ARTICLE 17

PROHIBITION AGAINST ASSIGNMENT

No **Member** may assign any right, claim or interest it may have under this **Agreement**, and no creditor, assignee or third party beneficiary of any **Member** shall have any right, claim or title to any part, share, interest, fund, or asset of the **Authority**.

ARTICLE 18

EFFECTIVE DATE OF THE AMENDMENTS

Any duly-adopted amendment to this **Agreement** shall become effective upon the date specified by the **Board** and upon approval of any amended **Agreement** as required in Article 15. Approval of any amendment by the voting governing body of the **Members** must take place no later than 60 days following the effective date specified by the **Board.**

ARTICLE 19

DISPUTE RESOLUTION

When a dispute arises between the **Authority** and the **Member**, the following procedures are to be followed:

(a) Request for Reconsideration. The **Member** will make a written request to the **Authority** for the appropriate committee to reconsider their position, citing the arguments in favor of the **Member** and any applicable case law that applies. The **Member** can also request a personal presentation to the governing body, if it so desires.

(b) Committee Appeal. The committee responsible for the **Program** having jurisdiction over the decision in question will review the matter and reconsider the **Authority**'s position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the **Member** requesting reconsideration is represented on the committee having jurisdiction, the committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) **Executive Committee** Appeal. If the **Member** is not satisfied with the outcome of the committee appeal, the matter will be brought to the **Executive Committee** for reconsideration upon request of the **Member**. If the **Member** requesting reconsideration is represented on the **Executive Committee**, that **Executive Committee** member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the **Member** is not satisfied with the outcome of the **Executive Committee** appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for the determination. If binding arbitration is selected, then of course the decision of the arbitrator is final, and both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved **Member** of the **Authority**.

(e) Litigation. If, after the following the dispute resolution procedures above either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as possible means of seeking a remedy to the dispute.

ARTICLE 20

DEFINITIONS

"Agreement" shall mean the Joint Powers **Agreement** of the California Mental Health Services **Authority**"

"Authority" shall mean the California Mental Health Services **Authority** created by this **Agreement**.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

Authority "Fiscal Year" shall mean that period of twelve months which is established by the **Board** of Directors as the **Fiscal Year** of the **Authority**.

"Government Code" shall mean the California **Government Code**.

"Executive Committee" shall be defined by the bylaws, as to composition, powers, and terms.

"Joint Powers Act" shall mean the Joint Exercise of Powers Act, set forth at Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the **Government Code**.

"Member" shall mean any county or city which, through the membership of its Director of Mental Health as appointed by the governing body (pursuant to Welfare & Institutions Code Section 5751) has executed this **Agreement** and become a **Member** of the **Authority**.

"Program" shall mean the mental health initiatives, but not limited to, that are described in this **Agreement**. The **Board** of Directors or the **Executive Committee** may determine applicable criteria for determining **Member's** eligibility in any **Program**, as well as establishing **Program** policies and procedures.

ARTICLE 21

AGREEMENT COMPLETE

This **Agreement** constitutes the full and complete **Agreement** of the parties.

Allan Rawland San Bernardino County	Date	Halsey Simmons Solano County	Date
Dr. Wayne Clark Monterey County	Date	Dr. William Cornelius Colusa County	Date
Dr. Karen Baylor San Luis Obispo County	Date	Dr. Madelyn Schlaepfer Stanislaus County	Date
Brad Luz Sutter/Yuba County	Date	Michael Kennedy Sonoma County	Date
Marvin J. Southard Los Angeles County	Date	Noel O'Neill Trinity County	Date
Ann Robin, MFT Butte County	Date	Leslie Tremaine Santa Cruz County	Date
Scott Gruendl Glenn County	Date	Kristy Kelly Lake County	Date
Karen Stockton Modoc County	Date	Meloney A. Roy Ventura County	Date
Maureen Bauman Placer County	Date	Kim Suderman Yolo County	Date
Mary Ann Bennett Sacramento County	Date	Nancy Pena Santa Clara County	Date

Donna Taylor Fresno County	Date	Mark Refowitz Orange County	Date
Jerry Wengerd Riverside County	Date	Suzanne Tavano Contra Costa County	Date
Janice Melton Madera County	Date	Stephen Kaplan San Mateo County	Date
Michael W. Horn Imperial County	Date	Neda West El Dorado County	Date
Stacey Cryer Mendocino County	Date	James A. Waterman, PhD Kern County	Date
Jo Robinson San Francisco City and County	Date	Bruce Gurganus Marin County	Date
Alfredo Aguirre San Diego County	Date	Michael Noda Date Siskiyou County	
Phillip R. Crandall, DHHS Director Humboldt County	Date	Ken Crandall, MSW Lassen County	Date
James Rydingsword Mariposa County	Date	Jaye Vanderhurst, LCSW Napa County	Date
Alan Yamamoto, LCSW San Benito County	Date	Tracie Riggs, MPA, EA Tuolumne County	Date
Jesse H. Duff Tri-City Mental Health Center	Date	Gary Blatnick Del Norte County	Date
Mark Montgomery, Psy.D. Shasta County	Date	Allen Ishida, Board of Supervisors Tulare County	Date
Michael Heggarty, MFT Nevada County	Date	Colleen Tracy, MPH Calaveras County	Date

Robin Roberts, MFT Mono County	Date	Victor Singh, LCSW San Joaquin County	Date
Gail Zwier, Ph.D. Inyo County	Date	Name County	Date

APPENDIX A

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Phone: (415) 255-3915
Fax: (415) 252-3091
Email: marlo.simmons@sfdph.org

San Luis Obispo County
Karen Baylor, PhD, LMFT – Secretary Behavioral Health Administrator – San Luis Obispo Behavioral Health Department
Southern Region
2180 Johnson Ave
San Luis Obispo, CA 93420
Phone: (805) 781-4719
Fax: (805) 781-1273
Email: kbaylor@co.slo.ca.us

San Luis Obispo County
Frank Warren – Alternate
MHSA Division Manager - San Luis Obispo Behavioral Health Department
Southern Region
2180 Johnson Ave
San Luis Obispo, CA 93401
Phone: (805) 788-2055
Fax: (805) 781-1273
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San Mateo County
Stephen Kaplan
Director, Behavioral Health and Recovery Services Division
San Mateo County Health System
Bay Area Region
225 37th Avenue
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San Mateo County
Paul Sorbo – Alternate
Deputy Director, Child/Youth Services
Behavioral Health and Recovery Services Division, San Mateo County Health System
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Santa Clara County
Nancy Pena, PhD
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Santa Clara Mental Health Department
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Santa Clara County
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Deputy Director
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Santa Cruz County
Leslie Tremaine, EdD
Santa Cruz County Mental Health Director – Santa Cruz County Behavioral Health
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Santa Cruz County
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Siskiyou County
Michael Noda
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Siskiyou County
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Halsey Simmons, MFT
Mental Health Director – Solano County Health and Social Services
Bay Area Region
275 Beck Avenue, MS 5-250
Fairfield, CA 94533

Solano County
H. Martin Malin, Ph.D, MA, MFT – Alternate
Interim MHSA Coordinator - Solano County Health and Social Services
Bay Area Region
275 Beck Avenue , MS 5-250
Fairfield, CA 94533

Sutter/Yuba County
Brad Luz, PhD
Deputy Mental Health Director - Sutter/Yuba Mental Health Services
Central Region - Representative
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Sutter/Yuba County
Tom Sherry, MFT – Alternate
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1445 Veterans Memorial Cir.
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Tri-City Mental Health Center
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Executive Director
Tri-City Mental Health Center
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Fax: (909) 623-4073
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Tri-City Mental Health Center
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MHSA Manager
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Fax: (909) 623-4073
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Trinity County
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Tuolumne County
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105 Hospital Road
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Tuolumne County
Name - Alternate
Title – Tuolumne County Behavioral Health Department
Superior Region
105 Hospital Road
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Email:

Ventura County
Meloney Roy, LCSW
Director
Ventura County Behavioral Health
Southern Region
1911 Williams Drive, Suite 200
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Fax: (805) 658-4512
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Ventura County
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Kim Suderman, LCSW
Director – Alcohol, Drug and Mental Health
Central Region
137 North Cottonwood Street, Suite 2500
Woodland, CA 95695
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Yolo County
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Email: joan.beesley@yolocounty.org

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES, Social Services

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Approval to Pay Association Dues

DEPARTMENTAL RECOMMENDATION:
Request approval to pay County Welfare Directors Association of California (CWDA) dues for fiscal year 2012-2013 in an amount not to exceed $13,965, contingent upon the Board's adoption of the FY 2012/13 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. The 2012-13 amount is $665 more than prior year's dues. CWDA, the association of Social Services Directors (a.k.a. Welfare Directors), is staffed by a very sophisticated team that works closely with CSAC to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State for County-administered Social Services programs and budgets. In Inyo County those programs include the following:

- All Social Services (CalWORKS/TANF services, Medi-Cal, CalFresh, Child Welfare Services, Foster Care Licensing and Services, Family Day Care Licensing, Child Abuse Prevention, Wraparound Intensive Services, Adult Protective Services, In-Home Supportive Services)
- Foster Care Administration
- Temporary Assistance to Needy Families Administration
- Disaster-Related Shelter/Evacuation Care staff costs
- Oversight of Matching Realignment Funds for California Children's Services
- Local administration of Workforce Investment Act, General Assistance, and County Medical Services Program (CMSP)

Most of the Social Services programs have both federal and state laws, regulations and budget controls, with varying cost sharing ratios and/or matches required. The fiscal and political context for social services is ever-changing. Client advocacy and poverty law groups abound both nationally and statewide. CWDA is a highly effective organization, bringing needed resources – especially for small counties – to tracking legislation and litigation as they impact local county issues, monitoring cost shifting to counties, coordinating closely with CSAC to ensure unity of positions on issues, and assisting counties in general service implementation concerns.
Additionally, Social Services administrative funding provides an overarching funding structure for our Health and Human Services Department that assists in reducing administrative costs in other budgets, such as senior programs and Public Health.

ALTERNATIVES:
CWDA probably will continue to function even if Inyo does not pay its dues, at least for now.

OTHER AGENCY INVOLVEMENT:
All of California's County Social Services programs

FINANCING:
Federal funds plus a 15% County share of approximately $2,000 paid out of Social Services Realignment. This expense will be budgeted in Social Services (055800) in General Operating (5311).

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 5/30/12
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:

e

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5-23-12

CWDA

May 16, 2012

INVOICE

Bill to: Jean Turner, Director
Health and Human Services Department
Inyo County
163 May Street
Bishop, CA 93526

County Fee for Fiscal Year
July 1, 2012 - June 30, 2013

Total Amount Due **$13,965**

Please remit to address below. Thank you.

EXECUTIVE COMMITTEE

President
Bruce Wagstaff, Sacramento County CSA

Vice President at Large
Charlene Reid, Tehama County

Executive Officer
Elliott Robinson, Monterey County

Secretary/Treasurer
Susan Loew, Riverside County

Vice President of Administration
Cecilia Espinola, Santa Cruz County

Vice President of Program
Barry Zimmerman, Ventura County

Vice President of Services
Michael Riley, Orange County

Los Angeles County Representatives
Sheryl Spiller, Department of Public Social Services

Philip Browning, Department of Children & Family Services

Twenty Small Counties Representatives
Mary Sawicki, Calaveras County
Elizabeth Kelly, Colusa County

Legislative
Trent Rhorer, San Francisco County

Fiscal
Cathi Grams, Butte County
Linda Haugan, San Bernardino County

EXECUTIVE DIRECTOR
Frank Mecca, CWDA

COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA
925 L Street, Suite 350, Sacramento, CA 95814 • 916.443.1749 TEL • 916.443.3202 FAX

RECEIVED MAY 21 2012

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Road Department

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Sole Source Provider for Road Department 2-way radio equipment

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1) approve Nielsen's Equipment Maintenance of Mammoth Lakes, CA as a sole source provider for the replacement and programming of approximately 100, 2-way radios ; and

2) approve a contract with Nielsen's Equipment Maintenance for the replacement and programing of approximately 100, 2-way radios for the period of July 1, 2012 through May 31, 2013, in an amount not to exceed $85,000, contingent upon the Boards adoption of FY 2012/2013 Budget and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION:

As your Board is likely aware, the Road Department was a large inventory of licensed 2-way radio equipment that our Department uses for routine and emergency communications. The equipment includes 3 remote mountain top repeaters and approximately 95 mobile, base station and hand held radios. The Department has only replaced equipment on an as needed basis, and as a result, many of the radios are old and not compatible with the FCC mandated narrow band conversion that needs to be completed by the end of the calendar year, 2012. The Department will need to replace approximately 90% of the radio inventory because the old equipment is not convertible to new narrow band frequencies.

The Road Department is recommending Nielsen's Equipment Maintenance be approved as a sole source provider for Road Department radios and programming. And, to also declare that Kenwood Radios be utilized as standard equipment for Road Department equipment. Road Department is making this recommendation due to the fact that utilizing out of the area vendors can require additional staff time and create other issues to deliver the vehicles to an out of the area vendor for service. In addition, if the vehicles are equipped by an out of the area vendor, any repairs or maintenance issues may require that the vehicles be returned to that vendor for service, requiring additional staff time and resources.

The Sheriffs' Department has standardized their equipment to Kenwood radios and has had Nielsen's Equipment Maintenance approved as a sole source provider of equipment, programming, service and repair. The Road Department wishes to continue with this same vendor to standardize equipment, programming and interchangeability of parts across the County inventory. This will also provide a local vendor to service, install and FCC license equipment. And, this will also provide a vendor that will have parts on hand and the ability to respond within hours instead of day for service of equipment. The County also pays portal to portal for out of area vendors, so the costs for travel will be greatly be reduced by having a local vendor provide support.

Also, Motorola radios use proprietary programming which the County will need to purchase. Kenwood provides similar programming without cost. The Motorola programming will cost approximately $600 per family of radio. The County would need to purchase approximately $2,400 in programming for the repeaters, mobile, base station and hand held radios.

Utilizing a local vendor will also ensures timely and cost effective service and equipment consistency throughout the Road Department fleet. The Sheriffs' Department has used Nielsen's Equipment Maintenance numerous times and is very satisfied with their service. The Road Department wishes to follow the lead of the Sheriffs' Department in this regard.

ALTERNATIVES:

Motorola radio equipment has been considered, but the issues with reliability, the cost of programming and lead time for service could possibly create issues.

The Road Department is recommending approval of Nielsen's Equipment Maintenance of Mammoth Lakes, California, as a sole source vendor for Road Department radio equipment and programming. Your Board may choose not to approve Nielsen's Equipment Maintenance as the sole source service and direct staff to seek competitive service bids. However, not approving Nielsen's as a sole source local vendor for radio equipment may create the installation and service issues cited above.

OTHER AGENCY INVOLVEMENT:

Auditor Controller, County Counsel, Sheriff Department Federal Communications Commission (FCC)

FINANCING:

Replacing and programming of the radio equipment will requested in the FY 2012/2013 Department Requested Road budget 034600, Object Code 5232.

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 5·30·12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 5/30/12
PERSONNEL DIRECTOR: NA	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: Lynn M Flanigan Date: 5/30/12
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

ROAD RADIO INVENTORY SUMMARY

ROAD TOTALS	DISTRICT 1	BISHOP SHOP	DISTRICT 2	DISTRICT 3 (1)	DISTRICT 4	DISTRICT 5	OTHER	SUBTOTALS	
REPEATERS								3	
BASE	2	1		1		1	1	8	
MOBIL	12	2	10	16	12	8	10	70	
HAND HELD	1		2	5	2	2	4	16	
SUBTOTAL	15	2	12	22	14	11	15	**97**	TOTALS
NEEDED MOBIL	1			5	3			9	
NEEDED BASE			1		1		2	4	
NEEDED HAND HELDS					2			2	
MISSING			1	5	4			9	
TOTAL RADIOS								**106**	ACTUALS + MISSING

(1) Includes shop equipment & Carpentry Crew

ROAD DEPARTMENT RADIO REPLACEMENT ESTIMATE

FAMILY	LINE	PART	NUMBER	COST/UNIT	TOTAL	NOTES
REPEATERS	1	BATTERIES	9	$ 225.00	$ 2,025.00	3 EACH SITE
	2	REPEATERS	3	$ 1,700.00	$ 5,100.00	
	3	COAX	200	$ 2.40	$ 480.00	FT
	4	ANTENNA	3	$ 725.00	$ 2,175.00	
	5	DUPLEXER	3	$ 2,000.00	$ 6,000.00	
	6	POWER SUPPLY	3	$ 265.00	$ 795.00	
	7	OTHER	3	$ 255.00	$ 765.00	RACK & CONNECTORS
	8	LICENSING	1	$ 25.00	$ 25.00	
	9	INSTALL/PROGRAM	3	$ 500.00	$ 1,500.00	
	10					
	11	**SUBTOTAL**			**$ 18,865.00**	
	12					
MOBILE	13	RADIO	50	$ 425.00	$ 21,250.00	
	14	ANTENNA	20	$ 30.00	$ 600.00	
	15	COAX KIT & TAP	20	$ 30.00	$ 600.00	FT
	16	INSTALL/PROGRAM	69	$ 50.00	$ 3,450.00	
	17	LICENSING	69	$ 25.00	$ 1,725.00	
	18					
	19	**SUBTOTAL**			**$ 27,625.00**	
	20					
BASE STATION	21	BASE RADIO	8	$ 425.00	$ 3,400.00	Kenwood TK-7360 hvk
Indy Office	22				$ -	
Lone Pine, Dist 4	23	POWER SUPPLY	8	$ 155.00	$ 1,240.00	
Shoshone Dist 5	24	MIC & CABINET	8	$ 116.00	$ 928.00	
Mazourka Shop/Dist 3	25	HI-GAIN ANTENNA	0	$ 650.00	$ -	
Bishop Road	26	MOBIL ANTENNA	8	$ 200.00	$ 1,600.00	Childs Base 151
Dist 2	27	COAX	200	$ 3.75	$ 750.00	FT
Dist 1	28	INSTALL/PROGRAM	7	$ 175.00	$ 1,225.00	
Bishop Const.	29	LICENSING	2	$ 25.00	$ 50.00	
	30	NEW LICENSE	6	$ 285.00	$ 1,710.00	
	31	Shoshone Base Install	1	$ 500.00	$ 500.00	
	32					
	33	**SUBTOTAL**			**$ 11,403.00**	
	34					
HANDHELD	35	RADIO	2	$ 400.00	$ 800.00	
	36	INSTALL/PROGRAM	10	$ 10.00	$ 100.00	
	37	LICENSING	10	$ 25.00	$ 250.00	
	38					
	39	**SUBTOTAL**			**$ 1,150.00**	
	40					
	41	**GRAND TOTAL**			**$ 59,043.00**	**GRAND TOTAL**

AGREEMENT BETWEEN COUNTY OF INYO
AND Nielsen's Equipment Maintenance
FOR THE PROVISION OF GOODS

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Radio replacements, parts and labor services of Nielsen's Equipment Maintenance of Mammoth Lakes, 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 goods 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 John Nielsen, whose title is: Owner. Requests to the Contractor for the provision of goods under this Agreement will be based upon the County's need for such goods. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of goods to 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 provision of any goods at all, even if County should have some need for such goods during the term of this Agreement.

Goods provided by the Contractor at the County's request under this Agreement will be provided 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, 2012 to May 31, 2013 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 goods described in Attachment **A** which are provided 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 goods provided under this Agreement shall not exceed $85,000 Eighty-five Thousand Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for goods provided 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 goods described in Attachment **A**, which were provided 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 goods were provided and identify the quantity of each item and/or material provided. 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, attached hereto as Attachment **C**, upon executing this Agreement.

4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to sell or provide the goods 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 sell or provide the goods identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to sell or provide the goods 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.

5. 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 goods identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. 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.

7. 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.

8. INSURANCE.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. ASSIGNMENT.

This is an agreement for the provision of goods by Contractor. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons its obligations under this Contract or fails to provide the requested goods in accordance with this contract, 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 goods provided 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-four (24) below.

17. 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.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. 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.

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Road Department	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Contractor:	
Nielsen's Equipment Maintenance	Name
451 Commerce Cir # C	Address
Mammoth Lakes, CA 93546	City and State

25. ENTIRE AGREEMENT.

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

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Radio replacements, parts and labor
FOR THE PROVISION OF GOODS

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

_____
Print or Type Name

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Radio replacements, parts and labor

FOR THE PROVISION OF GOODS

TERM:

FROM: July 1, 2012 **TO:** May 31, 2013

GOODS TO BE PROVIDED:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Nielsen's Equipment Maintenance
FOR THE PROVISION OF GOODS

TERM:

FROM: July 1, 2012 **TO:** May 31, 2013

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Nielsen's Equipment Maintenance
FOR THE PROVISION OF GOODS

TERM:

FROM: July 1, 2012 **TO:** May 31, 2013

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Nielsen's Equipment Maintenance
FOR THE PROVISION OF GOODS

TERM:

FROM: July 1, 2012 **TO:** May 31, 2013

SEE ATTACHED INSURANCE PROVISIONS

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

. X Consent . Departmental . Correspondence Action

. Public Hearing . Schedule time for . Closed Session . Informational

For Clerk's Use Only:
AGENDA NUMBER
16

FROM: Road Department

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Agreement for 2011/2012 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Funds

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the 2011/2012 Federal Apportionment Exchange Program and State Match Program Agreement, Agreement No. X12-5948(079), with the California Department of Transportation in the amount of $673,353 plus a State match of $100,000 for a total not to exceed $773,353; and

2. Authorize the Chairperson of the Board of Supervisors to sign the Agreement.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) funds provided under the "Safe, Accountable, Flexible, Efficient, Transportation Equity Act – A Legacy for Users" (SAFETEA-LU) for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State Matching moneys from the State Highway Account to counties choosing to exchange their Federal funds. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County roads.

In order to streamline the exchange of funds, Caltrans now offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance. The signed agreement must be returned to Caltrans by June 20, 2012 to avoid a delay in receipt of funds.

Annually, this agreement is usually received during the fourth quarter of the current year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will be budgeting the 2011/2012 funds for expenditure during the 12/13 fiscal year and anticipates that the funds for the 12/13 fiscal year will similarly be received and budgeted during FY 13/14.

ALTERNATIVES:

The only alternative would be to not approve the Agreement or authorize execution of the Agreement. This is not recommended since these funds are a primary source of funding for the Road Department and they are essential to continue with necessary road work and maintenance.

OTHER AGENCY INVOLVEMENT:

Caltrans will process the Agreement and make payment of the funds.
County Counsel has reviewed the agreement.
Auditor's Office

FINANCING:
These funds will be budgeted in the FY 12/13 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) R Kelle Approved: – Date 5.22.12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Nita Lovey Approved: [illegible] Date 5/23/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/a Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date:

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09	INYO
District	County

Agreement No. X12-5948(079)
AMS Advantage ID: 0900020115

THIS AGREEMENT is made on _____, by the COUNTY of INYO, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Safe, Accountable, Flexible, Efficient, Transportation Equity Act - A Legacy for Users" (SAFETEA-LU), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for non-federal State Highway Account funds; and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching moneys from the State Highway Account to COUNTY;

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

$673,353.00

from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2011/12.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

B. (DELETED)

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Jenni Yo	Accounting Officer	Date 5/9/12	$ 773,353.00

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO: **STATE CONTROLLER'S OFFICE**
Clains Audits
3301 "C" Street, Rm 404
Sacramento, CA 95816

DATE PREPARED: **5/9/2012**

PROJECT NUMBER: **0900020115**

REQUISITION NUMBER / CONTRACT NUMBER: **RQS-2660-091200000167**

FROM:
Department of Transportation

SUBJECT:
Encumbrance Document

VENDOR / LOCAL AGENCY:
County of Inyo

CONTRACT AMOUNT:
$773,353.00

PROCUREMENT TYPE:
Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
33	2012	2660-102-042	2011/2012	2030010 830	2170 0000	$100,000.00
33	2012	2660-102-042	2011/2012	2030010 840	2240 0400	$673,353.00

ADA Noti For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

C. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY $100,000.00 from the unobligated balance of COUNTY's State Matching moneys for Fiscal Year 2011/12.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally-funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed $773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1) Except as otherwise provided herein, the COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, COUNTY shall not be required to comply with 49 CFR, Part 18.36(i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

2) COUNTY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3) Any Fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors, and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors, and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the

United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

I. SINGLE AUDIT

COUNTY agrees to include all state (Funds) and federal funded projects in the schedule of projects to be examined in COUNTY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

STATE OF CALIFORNIA Department Of Transportation	COUNTY OF INYO
_____	_____
Office of Project Implementation Division of Local Assistance	Chair, Board of Supervisors
Date: _____	Date: _____

For Clerks Use Only

AGENDA NUMBER

17

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[x] Consent [] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **June 5, 2012**

SUBJECT: Ratify payment of invoices

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify payments due to the Bishop K Mart in the amount of $12,614.45.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Animal Services staff had been working with the Purchasing agent, for some months, to put together a bid package for dog/cat food and other supplies needed to care for the animals kept at the Big Pine Animal Shelter. During this time we have expended $11,944.71 at K Mart and have invoices totaling $669.74 still outstanding.

ALTERNATIVES:

The Board could choose not to ratify these invoices. This is not recommended as the dog/cat food and supplies have already been purchased and used.

OTHER AGENCY INVOLVEMENT:

FINANCING:

These invoices will be paid from the FY 11/12 Animal Services budget (023900, object code General Operating (5311). There are sufficient funds in this object code to pay these invoices.

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.)* Amy Shepherd Approved: yes Date 5/10/12
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: 5-14-12

kmart

Kmart Store 7756
1200 N. Main St
Bishop, CA 93514
(760)872-7030

** WELCOME TO YOUR **
** KMART STORE 7756 **

CASHIER: TONYA
GROCERY

0013346	PAPER TOWEL		
2 @	1/7.99		15.98 T
0071351	BLEACH96OZ		
5 @	1/1.79	A	8.95 T
1441742	XTRA TR 175Z		
3 @	1/7.39		[illegible] T

**** TAX 3.65 BAL [illegible]
30 DAY ORDER [illegible]
CHANGE .00

TOTAL SAVED: 1.00

L NUMBER OF ITEMS 10

ØDS 5XC UVO Ø1Z FKY [illegible]

CEIPT# 07756 041312 011 [illegible]

kmart

Kmart Store 7756
1200 N. Main St
Bishop, CA 93514
(760)872-7030

** WELCOME TO YOUR **
** KMART STORE 7756 **

CASHIER: JOHN
Shop Your Way Rewards XXXXXXXXXXXX9828

GROCERY

01901401852	IAM 17.5 LB		
4 @	1/22.99		91.96 T
01901403915	IAMS DRY 6.8		
1 @	1/17.99		17.99 T
05000050000	FFCF SL 24/3		13.99 T
05400044605	SCOT BTH 4PK		4.39 T
0023010744	TIDY CATS		
3 @	1/9.19		27.57 T
07200071351	BLEACH96OZ		
7 @	1/1.66	A	11.62 T
09451441742	XTRA TR 175Z		
2 @	1/4.88	A	9.76 T

**** TAX 13.74 BAL 191.02
30 DAY ORDER 191.02
CHANGE .00

TOTAL SAVED: 7.33

TOTAL NUMBER OF ITEMS = 19

ØQF ØNJ UJO Ø1Z RKS DB9

RECEIPT# 07756 042412 011 05621

/24/12 12:16 PM 7756 11 0562 0009

kmart

Kmart Store 7756
1200 N. Main St
Bishop, CA 93514
(760)872-7030

** WELCOME TO YOUR **
** KMART STORE 7756 **

CASHIER: TONYA
Shop Your Way Rewards XXXXXXXXXXXX9828

GROCERY

01901401852	IAM 17.5 LB		
	3 @ 1/22.99		68.97 T
01901403915	IAMS DRY 6.8		17.99 T
03600013346	PAPER TOWEL		7.99 T
05000050000	FFCF SL 24/3		13.99 T
07023010740	TIDY CATS 40		
	3 @ 1/9.19		27.57 T
07200071351	BLEACH96OZ		
	4 @ 1/1.79	A	7.16 T
07910082239	MBONE SNACKS		7.79 T
09451441742	XTRA TR 175Z		
	2 @ 1/5.99	A	11.98 T
88396729287	35PKNESTED		
	2 @ 2/7.00	A	7.00 F
9079	CRV		
	2 @ 1/1.75		3.50 F

**** TAX 12.67 BAL 186.61
30 DAY ORDER 186.61
CHANGE .00

TOTAL SAVED: 4.58

TOTAL NUMBER OF ITEMS = 20

ØXB 37T HRO Ø13 5Z5 PP7

RECEIPT# 07756 043012 006 19731

04/30/12 11:23 AM 7756 06 1973 0073

kmart

Kmart Store 7756
1200 N. Main St
Bishop, CA 93514
(760)872-7030

** WELCOME TO YOUR **
** KMART STORE 7756 **

CASHIER: TONYA

GROCERY

01901401852	IAM 17.5 LB		
	5 @ 1/22.99		114.95 T
01901403915	IAMS DRY 6.8		
	2 @ 1/17.99		35.98 T
01901403921	IAMS CAT 6.8		17.99 T
04460002452	CLRXREG96OZ		
	4 @ 1/2.49		9.96 T
05400044605	SCOT BTH 4PK		
	2 @ 1/4.39		8.78 T
07023010744	TIDY CATS		
	2 @ 1/9.19		18.38 T
09451441742	XTRA TR 175Z	A	5.99 T
09451441960	XTRA 75 FZ		
	3 @ 1/3.99		11.97 T

**** TAX 17.36 BAL 241.36
30 DAY ORDER 241.36
CHANGE .00

TOTAL SAVED: 1.40

TOTAL NUMBER OF ITEMS = 20

Ø2A S7D TNO ØØQ 4JG T6E

RECEIPT# 07756 050312 004 06800

05/03/12 9:10 AM 7756 04 0680 0073

For Clerks Use Only

AGENDA NUMBER

18

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[X] Consent [] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **June 5, 2012**

SUBJECT: Approval of the Administrative Modification to the U.S. Forest Service Cooperative Law Enforcement Agreement for Controlled Substance Operations.

DEPARTMENTAL RECOMMENDATION:

Request the Board A) approve the 2012 Financial & Operations Plan for Controlled Substance Operations U.S. Forest Service reimbursements in the amount of $7,000; B) authorize Sheriff Lutze and the Chairman of the Board to sign the agreement and all necessary documents; C) contingent upon the adoption of the FY 12/13 budget..

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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 assist the Sheriff's Department in continuing to assist in these investigations and the eradication of thousands of marijuana plants within Inyo County. The 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 12/13.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

The U.S. Forest Service reimbursements total $7,000, to be billed and received in the 12/13 fiscal year. The revenue will be budgeted in the Sheriff General (022700) budget for the FY 12/13.

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 5-14-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Date 5/15/12
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: 5-16-12

FS Agreement No. 11-LE-11051360-220
Cooperator Agreement No.
Modification No. 004

EXHIBIT B

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
INYO COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST

2012 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 Department, hereinafter referred to as "ICS," 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 #11-LE-11051360-220 executed on April 04, 2011. 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, 2011 and ending September 30, 2012.

FY-2012 Annual Operating Plan: $7,000.

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:

Cooperator Program Contact	Cooperator Administrative Contact
William R. Lutz, Sheriff P.O. Drawer S 550 S Clay Street Independence, CA 93526 760-878-0320 **FAX:** 760-878-0320	Lauri Harner P.O. Drawer S 550 S Clay Street Independence, CA 93526 760-878-0320 **FAX:** 760-878-0389 **Email:** lharner@inyocounty.us

Cooperator Alternate Contact	Cooperator Fiscal Contact
Kelvin Johnston, Sgt. INET P.O. Box 1392 Bishop, CA 93515 760-878-0320 **FAX:** 760-872-4052	Diane Fortney P.O. Drawer S 550 S Clay Street Independence, CA 93526 760-878-0333 **FAX:** 760-878-0389 **Email:** dfortney@inyocounty.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Dan Briot, Special Agent San Bernardino National Forest 602 South Tippecanoe Avenue 909-382-2699 (office) 951-315-5870 (cell) **FAX:** 909-382-0705 **E-mail:** dbriot@fs.fed.us	Gerri Bordash, Law Enforcement Assistant Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562-8666 (office) 530-306-2958 (cell) **FAX:** 707-562-9031 **E-mail:** gbordash@fs.fed.us

U.S. Forest Service Program Coordinator Contact
Daryl Rush, Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562-9155 (office) 530-949-8077 (cell) **FAX:** 707-562-9031 **E-mail:** drush@fs.fed.us

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I of Agreement No. 11-LE-11051360-220, 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 **ICS** 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. Reconnaissance shall be performed using a U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.

2. To reimburse **ICS** 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 **ICS** 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: **ICS** 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 **ICS** 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. **ICS** 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 **ICS** mutually agree to the following:

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

Salary (base)	**$35.16** per hour,
Salary (overtime)	**$ base** + ½ per hour,
Per diem costs	**$34**/M&IE + **$55**/Lodging,
Travel (mileage and fares)	**Actual documented costs,**
Helicopter flight time	**Actual documented costs,**
Supplies or equipment	**Actual documented costs**

2. The total expenditures of **ICS** that may be reimbursed may not exceed..... **$7,000**. 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. *See Cooperative Law Enforcement Agreement Provision IV-V.*

III. BILLING FREQUENCY:

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

ICS 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:

Gerri Bordash, LEA
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592

Send photo copy to:
Dan Briot, Special Agent
San Bernardino National Forest
602 South Tippecanoe Avenue
San Bernardino, CA 92408-2607

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

c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before December 31, 2012 in order to receive payment.

d. Annually update the CCR registration of the County Sheriff's DUNS# on the Central Contractors Registration (CCR) website at www.ccr.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

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

Chairman, Board of Supervisors — Date
Inyo County

WILLIAM R. LUTZE, Sheriff — Date
Inyo County

SCOTT HARRIS, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

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

05/03/2012

SUWANNEE MILBURN — Date
U.S. Forest Service, Pacific Southwest Region
Grants Management Specialist

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.

Law Enforcement Billing Summary
Drug Enforcement

	Agreement #: 11-LE-11051360-220

USDA Forest Service, NF: INYO	County: INYO

Law Enforcement Billing Summary	Month:	Year:

Check appropriate block: _____ Coop Patrol __X___ Controlled Substance Ops

A. Total Labor Hours:	
B. Rate per Hour:	$
C. Total Salary Reimbursement: (subtotal 1)	$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.) 1. _____ 2. _____ 3. _____ 4. _____	 $_____ $_____ $_____ $_____
E. Total of D1 - D4 (subtotal 2)	$
F. Total Expenditures:	$
G. Total Invoice Reimbursement per Op Plan:	$

Certification Statement

County Sheriff		USFS – Special Agent	
I certify this billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	US Forest Service	Date

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

[x] Consent [ ] Departmental [ ] Correspondence Action [ ] Public Hearing

[ ] Scheduled Time for [ ] Closed Session [ ] Informational

FROM: Sheriff William Lutze

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Approval of Siemens Industry, Inc., Maintenance Contract

DEPARTMENTAL RECOMMENDATION: Request Board declare Siemens Industry, Inc as sole source, and approve the 3-year contract between the County of Inyo and Siemens Industry Inc, for the provision of maintenance of equipment services (Fire and Safety equipment), in an amount not to exceed $66,648.00 for the period of July 1, 2012 to June 30, 2015, and authorize the Chairperson to sign, contingent upon Board's adoption of future budgets, and contingent on obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: SimplexGrinnel originally installed the electronic controls and Life Safety system in the Inyo County Jail. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and replacement parts. In July 2003 the Sheriff's office received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrennel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed the parts and guarantee a 4 hour emergency response time. SimplexGrinnell will only commit to a 24 hour response window under any circumstance.
Siemens has been awarded the maintenance contracts since 2003 and the primary service technicians continue to maintain the system.

ALTERNATIVES: The Board could choose not to award the contract to Siemens. This is not recommended as Siemens has been reliable and knowledgeable with our system and provides the emergency response we need. The 4-hour response time is a critical issue to our jail operations. The Sheriff's Office has developed a strong working relationship with Siemens and its technicians, who have an understanding of the specific needs of the Jail.

OTHER AGENCY INVOLVEMENT:
County Counsel
Auditor's office

FINANCING: Funding will be included in the 2012-2013(& subsequent years) requested budget in Budget Unit 022900 Jail General, object code 5265 Other Professional Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 5/21/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Date 5/24/12
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 5/24/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Lt. Date: 05/29/12
(The Original plus 20 copies of this document are required)

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

☐ There is only one known source because:

- ☐ This is a sole provider of a licensed, copyrighted, or patented good or service.
- ☐ This is a sole provider of items compatible with existing equipment or systems.
- ☐ This is a sole provider of factory-authorized warranty service.
- ☐ This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).

☒ One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

REFER TO SUMMARY DISCUSSION ON AGENDA REQUEST.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. **American Security Group installed the surveillance system in the Jail & sheriff's Administration facility, this system is proprietary. Current contract expires on June 30th.**	
DEPARTMENT CONTACT PERSON & TITLE Sgt. Eric Prtichard	
DEPARTMENT NAME Sheriff	PHONE Ext. 0322
REQUESTED SUPPLIER/CONSULTANT NAME Siemens Industry, Inc.	SUPPLIER CONTACT PERSON Joy Bolex
SUPPLIER ADDRESS 4273 West Richert Ave. suite 110 Fresno, CA 93722	SUPPLIER CONTACT'S PHONE NUMBER 559-276-2600 Ext. 6824

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.

Signature of Requestor — *Date* 05/21/2012

President/CEO Approval — *Date*

AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC
FOR THE PROVISION OF MAINTENANCE OF EQUIPMENT **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the MAINTENANCE OF EQUIPMENT services of SIEMENS INDUSTRY INC of BUFFALO GROVE, IL (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 Sgt. Eric Pritchard, whose title is: Jail Sergeant. 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, 2012 to JUNE 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $66,648.00 ($22,216 annually) 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, attached hereto as Attachment **C**, 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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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 any and 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, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. 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	
Sheriff's	Department
P.O. Drawer S/550 S. Clay Street	Street
Independence, CA 93526	City and State

Contractor:	
SIEMENS INDUSTRY INC	Name
4273 West Richert Ave. Suite 110	Street
Fresno, CA 93722	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.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC
FOR THE PROVISION OF MAINTENANCE OF EQUIPMENT **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Carl Rosenblum
Area Service Sales Manager
Siemens Industry, Inc
Print or Type

Dated: 5-14-12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC
FOR THE PROVISION OF MAINTENANCE OF EQUIPMENT **SERVICES**

TERM:

FROM: JULY 1, 2012 **TO:** JUNE 30, 2015

SCOPE OF WORK:

As noted in the Advantage Services Proposal Agreement, specifically Page 3-7 of the proposed agreement, attached.

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 FIRE ALARM & LIFE SAFETY SERVICES

Approach

Bronze Level

The Bronze Advantage Services plan is an economical choice for customers who require planned and scheduled inspection services. Service calls outside the scope of regularly scheduled inspections can be handled on a time and material basis and will be responded to as soon as staff is available.

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, smoke detector cleaning and sensitivity testing, a detailed written report following each service visit, and a life safety log book.

2.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

2.1.2 Technical Support Services

Fire Alarm System Testing & Inspection

We will perform an annual test of all covered fire systems by certified specialists using testing protocols specified by NFPA as well as any local guidelines that are required for your facility. In addition, we will perform sensitivity testing of all smoke detectors to ensure that the equipment is operating within the proper UL-specified sensitivity range. Necessary documentation detailing the results of the inspection, including a list of deficiencies, will be provided upon completion of the test to satisfy the AHJ and to maintain your Certificate of Occupancy.

The equipment included as part of this service is listed in the List of Maintained Equipment section of this service agreement.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results along with recommendations for detectors that require either cleaning or replacement.

3 Service Implementation Plan

3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

	Bronze
Attribute	
Emergency Online/Phone Response	Within 30 minutes
Hours of Service	24 x 7 emergency Service Response will be provided within a 4 hour on site or 30 minutes by phone. Emergency service will be provided 24/7, 365 days per year.
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

Siemens Industry, Inc.
Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Detectors	Detectors	Conventional Heat Detectors	78			
Services (Times per year): Test and Inspection (1)						
Detectors	Detectors	Conventional Duct Smoke Detectors	9			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						
Detectors	Detectors	Conventional Smoke Detector	129			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						
Field Peripherals	Field Peripherals	Conventional Pull Station	8			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Door Holders	1			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Speakers or Horns with Strobes	3			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Speakers or Horns	3
Services (Times per year): Test and Inspection (1)			

Field Peripherals	Field Peripherals	Tamper Switch Monitor Module	6
Services (Times per year): Test and Inspection (2)			

Field Peripherals	Field Peripherals	Waterflow Switch Monitor Module	6
Services (Times per year): Test and Inspection (2)			

Control & Annunciation	Control & Annunciation	Simplex 4002 & Simplex 4100 8 node	8
Services (Times per year): Test and Inspection (1)			

Additional Inspections:

(a) Check and maintain all panels, boards, power supplies, batteries, switches relays, light bulbs, keypads and intercom.

(b) Testing, servicing and repair of the door control system

(c) Eight node network system controls all door system. We cover all panels, switched, batteries and parts.

(d) Special Provisions:
All testing will be performed during normal working hours (:00 am to 5:00 pm, Monday thru Friday)

The inspection and testing of the fire alarm system will be performed in accordance with NFPA code as adopted by the State of California. Siemens technicians will test the entire system at least once annually, which includes the fire alarm panel and all field devices. Siemens technicians will provide documentation and make recommendations where repairs or replacements are required.

Maintenance provides for component replacement of the central processing unit, replacement of circuit boards and all components in the fire alarm control panels, annunciator panels and remote panels due to failure, unless the panel or component has been declared obsolete or discontinued by the OEM, rendering parts unavailable.

Replacement of faulty wiring and field devices is not included unless specified.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC
FOR THE PROVISION OF MAINTENANCE OF EQUIPMENT **SERVICES**

TERM:

FROM: JULY 1, 2012 **TO:** JUNE 30, 2015

SCHEDULE OF FEES:

Total cost of the 3-year contract is $66,648.00 to be paid in quarterly payments of $5,554.00 at the commencement of each new quarter, July, October, January and April. Invoices to be sent to the County for the quarterly payments.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC
FOR THE PROVISION OF MAINTENANCE OF EQUIPMENT **SERVICES**

TERM:

FROM: JULY 1, 2012 **TO:** JUNE 30, 2015

Form W-9

Request for Taxpayer
Identification Number and Certification
(*Please submit W-9 form with Contract, available on-line or by County*)

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Siemens Industry, Inc.

Business name/disregarded entity name, if different from above
N/A

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☑ Exempt payee

Address (number, street, and apt. or suite no.)
1000 Deerfield Parkway

Requester's name and address (optional)

City, state, and ZIP code
Buffalo Grove, IL 60089-4547

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
1 3 - 2 7 6 2 4 8 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Sandra W. Blair Date ▶ 04/18/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
SIEMENS INDUSTRY, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
25821 INDUSTRIAL Blvd

Requester's name and address (optional)

City, state, and ZIP code
Hayward, CA 94545

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
1 3 - 2 7 6 2 4 8 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 5-11-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC
FOR THE PROVISION OF MAINTENANCE OF EQUIPMENT **SERVICES**

TERM:

FROM: JULY 1, 2012 **TO:** JUNE 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1

Insurance Requirements for Most Contracts

(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07960-6454

100129-6-7BA-SBT1-11/12 620 Watson NOC60

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI-Gerling America Insurance Company	41343
INSURER B : Liberty Mutual Fire Ins Co	23035
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SIEMENS INDUSTRY, INC. INCLUDING
BUILDING TECHNOLOGIES DIVISION
1000 DEERFIELD PARKWAY
BUFFALO GROVE, IL 60089-4513

COVERAGES **CERTIFICATE NUMBER:** NYC-006389097-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLD11101-03	10/01/2011	10/01/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 100,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ INCL
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			AS2-631-004334-211	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ N/A
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ N/A
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ N/A
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-63D-004334-011 (AOS)	10/01/2011	10/01/2012	X WC STATU-TORY LIMITS / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WC7-631-004334-021 (OR, WI)	10/01/2011	10/01/2012	E.L. EACH ACCIDENT	$ 1,000,000
O	If yes, describe under DESCRIPTION OF OPERATIONS below			EW5-63N-004334-421 (OH) - "$500K LIMIT / $500K SIR"	10/01/2011	10/01/2012	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: SI#2600002669

SEE ATTACHED

CERTIFICATE HOLDER

INYO COUNTY SHERIFF'S OFFICE
550 S. CLAY ST.
INDEPENDENCE, CA 93526

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: 100129
LOC #: Morristown

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	SIEMENS INDUSTRY, INC. INCLUDING BUILDING TECHNOLOGIES DIVISION 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: SI#2600002669

INYO COUNTY SHERIFF'S OFFICE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED UNDER THE ABOVE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES AND THE COVERAGE AFFORDED THE ADDITIONAL INSURED UNDER THESE POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY INSURANCE TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OF SIEMENS INDUSTRY, INC. OR ITS SUBCONTRACTORS WITH RESPECT TO ALL OPERATIONS OF THE INSURED BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

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HDI-GERLING AMERICA INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 34

Policy Number	**Named Insured**
GLD11101-03	*SIEMENS CORPORATION*

Policy Period:	**Inception (M-D-Y)**	**Expiration (M-D-Y)**	**Effective Date and Time of Endorsement**
	10-01-11	10-01-12	**10-01-11 12:01 a.m. Standard Time at Address of the Insured.**

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Who is an insured is amended to include as an insured any person whom you are required to add as an additional insured on this policy under a written agreement. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.

All terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

Advantage Services®

Agreement for Inyo County Sheriff's Department

April 13, 2012

Siemens

Advantage Services

Agreement for Inyo County Sheriff's Department

April 13, 2012

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 FIRE ALARM & LIFE SAFETY SERVICES

Approach

Bronze Level

The Bronze Advantage Services plan is an economical choice for customers who require planned and scheduled inspecton services but do not require a guaranteed response time for emergencies. Service calls outside the scope of regularly scheduled inspections can be handled on a time and material basis and will be responded to as soon as staff is available.

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, smoke detector cleaning and sensitivity testing, a detailed written report following each service visit, and a life safety log book.

2.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

2.1.2 Technical Support Services

Fire Alarm System Testing & Inspection

We will perform an annual test of all covered fire systems by certified specialists using testing protocols specified by NFPA as well as any local guidelines that are required for your facility. In addition, we will perform sensitivity testing of all smoke detectors to ensure that the equipment is operating within the proper UL-specified sensitivity range. Necessary documentation detailing the results of the inspection, including a list of deficiencies, will be provided upon completion of the test to satisfy the AHJ and to maintain your Certificate of Occupancy.

The equipment included as part of this service is listed in the List of Maintained Equipment section of this service agreement.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results along with recommendations for detectors that require either cleaning or replacement.

3 Service Implementation Plan

3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

	Bronze
Attribute	
Emergency Online/Phone Response	As soon as staff is available
Response time - onsite for critical components	As soon as staff is available – labor to appear onsite is billable
Response time - onsite for non-emergency	As soon as staff is available – labor to appear onsite is billable
Hours of Service	As soon as staff is available – labor is billable
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

Siemens Industry, Inc.
Service Agreement

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Detectors	Detectors	Conventional Heat Detectors	78			
Services (Times per year): Test and Inspection (1)						
Detectors	Detectors	Conventional Duct Smoke Detectors	9			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						
Detectors	Detectors	Conventional Smoke Detector	129			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						
Field Peripherals	Field Peripherals	Conventional Pull Station	8			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Door Holders	1			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Speakers or Horns with Strobes	3			
Services (Times per year): Test and Inspection (1)						

Field Peripherals	Field Peripherals	Speakers or Horns	3
Services (Times per year): Test and Inspection (1)			

Field Peripherals	Field Peripherals	Tamper Switch Monitor Module	6
Services (Times per year): Test and Inspection (2)			

Field Peripherals	Field Peripherals	Waterflow Switch Monitor Module	6
Services (Times per year): Test and Inspection (2)			

Control & Annunciation	Control & Annunciation	Siemens MXL Alarm Panel	8
Services (Times per year): Test and Inspection (1)			

3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Joy Bolex-Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Sean Fedor-Service Account Engineer or Team Leader - Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

James Skelly-Service Operations Manager - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Lucy Arroyo-Service Coordinator - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Karen Andersen-Service Administrator - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
4273 West Richert Ave. Suite 110
Fresno, CA 93722

Branch Phone

Inyo County Sheriff's Department
PO Box "S"
550 S. Clay Street
Independence, CA 93526
Eric Pritchard
760-878-0370

Services shall be provided at 550 S. Clay Street, Independence, CA 93526.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 04/13/2012 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 3 Years beginning 7/01/2012 and from year to year thereafter.

Investments:

Year 1	07/01/2012 to 6/30/2013	$22,216 annually	paid $5554 quarterly
Year 2	07/01/2013 to 6/30/2014	$22,216 annually	paid $5554 quarterly
Year 3	07/01/2014 to 6/30/2015	$22,216 annually	paid $5554 quarterly

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:
Eric Pritchard

Sheriff
Inyo County Sheriff's Department

Signature Date

Proposal submitted by:
Joy Bolex
Account Manager/Sales Executive

Siemens Industry, Inc.

Signature Date

P.O.#_____

☐ Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

☐ Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Signing Manager Name
Carl Rosenblum

Signing Manager Title

Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.
BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("*Services*") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 *Either* party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "*Covered equipment*" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("*NFPA*") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("*Deliverables*") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("*Instruments*") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

(d) Furnish SIEMENS with all available information pertinent to the Services;
(e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
(f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
(h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
(i) Furnish to SIEMENS any contingency plans related to the site;
(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
(k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
(l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or it other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS ' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agreest to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982– 1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE

AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT , STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of $1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("*Hazardous Materials*"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the *Covered Equipment or Services* provided under the Contract, including any export license requirements. Customer agrees that such *Covered Equipment or Services* shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Rates effective from January 1, 2012 through December 31, 20115

Please note: Rates shown are for the period referenced above and are subject to change.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	$.00	$.00	$.00
Fire Safety Specialist	$155.00	$185.00	$255.00
Security Specialist	$.00	$.00	$.00
Engineer	$.00	$.00	$.00
Mechanic	$.00 (plus $.00 truck charge)	$.00 (plus $.00 truck charge)	$.00 (plus $.00 truck charge)

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	$.00	$.00	$.00
Fire Safety Specialist	$125.00	$155.00	$185.00
Security Specialist	$.00	$.00	$.00
Engineer	$.00	$.00	$.00
Mechanic	$.00 (plus $.00 truck charge)	$.00 (plus $.00 truck charge)	$.00 (plus $.00 truck charge)

Minimum Charge: Service involving travel to the customer site will incur a two-hour minimum labor charge and $0.60 per mile one-way vehicle charge.

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.

Appendix B.

Labor Discount: 20% from published Rates

Siemens Parts: 25% from Net Price

Truck Charges: $50.00 per each call, no minimum hours apply

For Clerk's Use Only:
AGENDA NUMBER

20

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Kill A Watt Energy Solutions Maintenance Contract

DEPARTMENTAL RECOMMENDATION:

A) Declare Kill A Watt Energy Solutions as a sole source, and approve the 5-year contract between the County of Inyo and Kill A Watt LLC, for the provision of maintenance on the generator/transfer switch at Ibex pass repeater site in the amount not to exceed $27,077.00 for the period of July 1, 2012-June 30, 2017, and authorize the Chairperson to sign, contingent upon Board's adoption of future budgets, and contingent on obtaining appropriate signatures .

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In 2010 the County of Inyo entered into a contract with Kill A Watt Energy Solutions to provide maintenance at the Ibex pass repeater site on a monthly basis. That contract is set to expire June 30, 2012. Kill A Watt Energy Solutions is the only maintenance provider in the area of the repeater willing to provide monthly service. Furthermore, Kill A Watt Energy Solutions is interested in extending the contract for a five year period.

ALTERNATIVES: Not approve the contract. This is not recommended as it is critical to have the repeater working.

OTHER AGENCY INVOLVEMENT:
County Counsel
Auditor's office

FINANCING: Funding will be included in the 2012-2013(& subsequent years) requested budget in Budget Unit 022700 Sheriff General, Object Code 5171 Maint. of Equipment

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.)* R Nelle Approved: — Date 5-23-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Rita Lasky Approved: yes Date 5/24/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Sue DC Approved: ✓ Date 5/24/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Handwritten signature Date: 05/29/12

Sole Source Justification Form

Municipal Code §4.52.040 and 4.52.080 require contracts to competitively awarded. Competition is not only our policy, it offers numerous advantages, is a good business practice, and sends a clear message to our community that the County will obtain goods and services through competition in a fair and open manner.

Describe the item or service, its function and the total cost estimate (state labor and materials separately):
Kill A Watt Energy Solutions will provide monthly service/maintenance to the 25KW generator/transfer switch at IBEX repeater site, Shoshone, CA. Maintenance will be per manufacturers specifications beginning July1, 2012 through June 30, 2017. The cost is $425.00 per month for basic maintenance but does not cover failed parts. Those parts will be billed in addition to monthly fees.

This is a sole source because:

- [x] There is only one known source because:
  - [ ] This is a sole provider of a licensed, copyrighted or patented good or service.
  - This is a sole provider of items compatible with existing equipment or systems.
  - [x] This is a sole provider of factory-authorized warranty service.
  - [ ] This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (please detail in an attachment).
- [ ] One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the County's codes and policies not in the best interest of the County (please explain in an attachment).

What steps were taken to verify that these goods or services are not available elsewhere?

- [ ] Other brands/manufacturers were examined (list brands and why they were rejected)
- [ ] Other suppliers were contacted (List the names and phone numbers and explain why these were not suitable by attached memorandum.)

DIVISION CONTACT PERSON & TITLE Lt. Jeff Hollowell	
DIVISION NAME Sheriff	PHONE 760 878-0235
REQUESTED SUPPLIER/CONSULTANT NAME Kill A Watt energy solutions	SUPPLIER CONTACT PERSON Steve khoury
SUPPLIER ADDRESS PO Box 9630 Pahrump, NV 89060	SUPPLIER CONTACT'S PHONE NUMBER 775-253-5959

Jeff Hollowell — *Department Head Approval*

5/7/2012 — *Date*

Purchasing Agent/CAO

Date

AGREEMENT BETWEEN COUNTY OF INYO
AND KILL A WATT LLC
FOR THE PROVISION OF MAINTENANCE **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Maintenance services of Kill A Watt LLC of Pahrump, NV (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 William Lutze, whose title is: Sheriff. 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, 2012 to June 30, 2017 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **********$27,077.00 ********** Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment **C**, 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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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 any and 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, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. 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	
Sheriff's	Department
P.O. Drawer S	Street
Independence, CA 93526	City and State

Contractor:	
Kill A Watt	Name
P.O. Box 9630	Street
Pahrump, NV 89060	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.

//// ////

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND KILL A WATT LLC
FOR THE PROVISION OF MAINTENANCE **SERVICES**

TERM:

FROM: JULY 1, 2012 **TO:** JUNE 30, 2017

SCOPE OF WORK:

Provide monthly maintenance services on 25 KW generator/transfer switch at IBEX repeater site, Shoshone, CA. Maintenance will be per manufacturers specifications on a monthly basis beginning July 1, 2012 through June 30, 2017. Maintenance fee included basic maintenance items, travel and time..

AGREEMENT BETWEEN COUNTY OF INYO
AND KILL A WATT LLC
FOR THE PROVISION OF MAINTENANCE **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Steven M. Khoury
Print or Type

Dated: May 12, 2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND KILL A WATT LLC
FOR THE PROVISION OF MAINTENANCE **SERVICES**

TERM:

FROM: JULY 1, 2012 **TO:** JUNE 30, 2017

SCHEDULE OF FEES:

Year 1 7/1/12-6/30/13 $425/month $5,100/year) for basic maintenance; additional materials such as batteries, belts, hoses or failed parts will be billed in addition to the monthly maintenance fee and sent on a separate invoice along with the monthly report.

Beginning with Year 2 (7/1-13-6/30/14) and each Contract year thereafter, the Contract amount will be adjusted no more than 3% in any fiscal year.

Year 1 (7/1/12-6/30/13) $425/month, not to exceed $5,100/year

Year 2 (7/1/13-6/30/14) up to $437.75/month, not to exceed $5,253/year

Year 3 (7/1/14-6/30/15) up to $450.88/month, not to exceed $5,410.59/year

Year 4 (7/1/15-6/30/16) up to $464.41/month, not to exceed $5,572.92/year

Year 5 (7/1/16-6/30/17) up to $478.34/month, not to exceed $5,740.08/year

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND KILL A WATT LLC
FOR THE PROVISION OF MAINTENANCE **SERVICES**

TERM:

FROM: JULY 1, 2012 **TO:** JUNE 30, 2013

Form W-9

Request for Taxpayer
Identification Number and Certification
(*Please submit W-9 form with Contract, available on-line or by County*)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
STEVEN M KHOURY

Business name, if different from above
KILLA WATT

Check appropriate box: ☒ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
PO BOX 9630

Requester's name and address (optional)

City, state, and ZIP code
PAHRUMP NV 89060

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[redacted]

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3-10-2012

General Instructions

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. *For federal tax purposes, you are*

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

TAXABLE YEAR

CALIFORNIA FORM

2012 Nonresident Withholding Allocation Worksheet 587

PART I WITHHOLDING AGENT

Withholding agent's name: INYO County Auditor

Withholding agent's address (number and street): P.O. Drawer R | APT no. | PMB no.

City: Independece | State: CA | ZIP Code: 93526

PART II NONRESIDENT VENDOR/PAYEE (Complete Part II through Part V and return this form to the above withholding agent)

Vendor/payee's name: KILL A WATT | Owner's full name if sole proprietor: STEVEN KHOURY

Vendor/payee's address (number and street): 2410 W. Larsen | APT no. | PMB no.

City: Pahrump NV | State: 89060 | ZIP Code: -

☐ Social security no. ☐ Corporation no. ☐ FEIN [redacted] | Secretary of State file no. | Daytime telephone number: (775) 253-5959

Nonresident Vendor/Payee's Entity Type: (Check one)

☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership ☒ Limited Liability Company (LLC)

☐ Estate or Trust ☐ Tax-Exempt (withholding not required, skip to Part V)

PART III PAYMENT TYPE

Nonresident Vendor/Payee: (Check one)

☐ Performs services totally outside California (no withholding required, skip to Part V)

☐ Provides only goods or materials (no withholding required, skip to Part V)

☐ Provides goods and services in California (see allocation in Part IV)

☐ Provides services within and outside California (see allocation in Part IV)

☐ Other (Describe)_____

Note to vendor/payee: If you perform all the services within California, withholding is required on the entire payment for services unless you receive a waiver or reduced withholding authorization from the Franchise Tax Board. For more information, get FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines.

PART IV INCOME ALLOCATION

Gross payments expected from the above withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total Payments
1 Goods and Services:			
Goods/materials (no withholding required)			
Services (withholding required)	440.00		
2 Rents on commercial or business property			
3 Royalties on natural resources			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding. Add column (a), line 1 through line 5	440.00		
Withholding threshold amount:	$1,500.00		

Note: If the amount on line 6, column (a) is $1,500 or less, no withholding is required. If the amount on line 6, column (a) is greater than $1,500, withholding is required on the entire amount at the rate of seven percent. If the FTB authorized reduced withholding or waived withholding, attach a copy of the FTB determination letter. See General Information E, Waivers and Reduced Rates.

PART V CERTIFICATION OF VENDOR/PAYEE

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

▶ Authorized representative's signature | Title | ( ) Daytime telephone number

▶ Vendor/Payee's signature | Date | ( ) Daytime telephone number

For Privacy Act Notice, get form FTB 1131 (Individuals Only).

58703103

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND KILL A WATT LLC
FOR THE PROVISION OF MAINTENANCE **SERVICES**

TERM:

FROM: JULY 1, 2012 **TO:** JUNE 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

INFORMATION PAGE

POLICY NUMBER	COMPANY CODE	CUSTOMER BILLING ACCOUNT
77 X19223-90-0000	0000-BLWC-NV	016-452-093 08

PREVIOUS POLICY NUMBER

CUSTOMER NUMBER 15873

FEDERAL EMPLOYER ID NO.

1. NAMED INSURED: KILL A WATT LLC — 453955644

MAILING ADDRESS: PO BOX 9630
PAHRUMP NV 89060-9630

FORM OF BUSINESS LIMITED LIABILITY CO

OTHER WORKPLACES NOT SHOWN ABOVE
2410 LARSEN DR
PAHRUMP NV 89060-2269

2. POLICY PERIOD
FROM 01/15/2012 TO 01/15/2013 12:01 AM STANDARD TIME AT THE INSURED'S MAILING ADDRESS

3. COVERAGE

A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE:
NEVADA

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3.A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:

BODILY INJURY BY ACCIDENT	$	1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	$	1,000,000	EACH EMPLOYEE
BODILY INJURY BY DISEASE	$	1,000,000	POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:
WC 00 00 00 B WC 00 04 14 WC 27 06 01 C WC 00 04 19 WC 00 04 22 A
WC 00 04 21 C

4. PREMIUM
THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CLASSIFICATIONS	CODE NUMBER	REMUNERATION TOTAL ESTIMATED PREMIUM BASIS	REMUNERATION RATE PER $100	ESTIMATED PREMIUM
NEVADA				

AGENT 049-607 Entry Date 01/26/2012
JENNIFER M WADE
1141 S HIGHWAY 160 STE 3
PAHRUMP NV 89048-4713

ISSUING OFFICE
MIDLAND REGIONAL OFFICE
4802 MITCHELL AVENUE
ST. JOSEPH MO 64507-2500

Branch 001
LCS 01-12

Copyright 1987 National Council on Compensation Insurance

WC 00 00 01 A (STANDARD) ED. 5-88 INSURED Stock No. 06436 Rev. 07/08

IMPORTANT: Some state laws require that you be able to show the Nevada insurance cards provided below.

PLACE IN YOUR VEHICLE

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
6000 American Pkwy • Madison, WI 53783

CLAIMS: 1-800-MYAMFAM (1-800-692-6326)
NEVADA INSURANCE CARD: This card has been approved by the Nevada Commissioner of Insurance. Coverage meets the requirements set forth in NRS 485.185.

Policy No: **1751-9724-01-77-FPPA-NV** NAIC: **#19275**
Effective Date: **3-25-2012** Expiration Date: **9-25-2012**
2010 DODG SXT VIN: **1D7CW3GP1AS101219**
Coverages: BIPD UM UIM ME COMP COLL ERS

KHOURY, STEVE
PO BOX 9630
PAHRUMP NV 89060-9630

Agent: Jennifer M Wade
Agent Phone: (775) 751-6646
This card must be carried in the insured motor vehicle for production upon demand.
Important message on reverse side.

SAVE FOR FUTURE REFERENCE

AMERICAN FAMILY MUTUAL INSURANCE COMPANY
6000 American Pkwy • Madison, WI 53783

CLAIMS: 1-800-MYAMFAM (1-800-692-6326)
NEVADA INSURANCE CARD: This card has been approved by the Nevada Commissioner of Insurance. Coverage meets the requirements set forth in NRS 485.185.

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Coverages: BIPD UM UIM ME COMP COLL ERS

KHOURY, STEVE
PO BOX 9630
PAHRUMP NV 89060-9630

Agent: Jennifer M Wade
Agent Phone: (775) 751-6646
Use this card with your application for registration of your vehicle.

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
American Family Mutual Insurance Company if selection box is not checked.
6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
Kill A Watt Llc
PO Box 9630
Pahrump, NV 89060

Agent's Name, Address and Phone Number (Agt./Dist.)
Jennifer Wade (775) 751-6646
1141 S Hwy 160 Ste 3
Pahrump, NV 89048-4713 (049/607)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE EFFECTIVE (Mo. Day. Yr)	POLICY DATE EXPIRATION (Mo. Day. Yr)	LIMITS OF LIABILITY		
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence	$	,000
				Farm Employer's Liability Each Occurrence	$	,000
Workers Compensation and Employers Liability †				Statutory		**********
				Each Accident	$	,000
				Disease - Each Employee	$	,000
				Disease - Policy Limit	$	,000
☒ General Liability Commercial General Liability (occurrence) ☐ ☐	27-X19223-02-00	1/15/2012	1/15/2013	General Aggregate	$	2,000,000
				Products - Completed Operations Aggregate	$	2,000,000
				Personal and Advertising Injury	$	1,000,000
				Each Occurrence	$	1,000,000
				Damage to Premises Rented to You	$	100,000
				Medical Expense (Any One Person)	$	5,000
Businessowners Liability				Each Occurrence††	$	,000
				Aggregate††	$	,000
Liquor Liability				Common Cause Limit	$	,000
				Aggregate Limit	$	,000
Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Auto ☐ Nonowned Autos ☐				Bodily Injury - Each Person	$	,000
				Bodily Injury - Each Accident	$	,000
				Property Damage	$	,000
				Bodily Injury and Property Damage Combined	$	,000
Excess Liability ☐ Commercial Blanket Excess ☐				Each Occurrence/Aggregate	$	,000
Other (Miscellaneous Coverages)						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

† The individual or partners shown as insured ☐ Have ☐ Have not elected to be covered as employees under this policy

†† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate

CERTIFICATE HOLDER'S NAME AND ADDRESS

CANCELLATION

☐ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.

☒ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED	AUTHORIZED REPRESENTATIVE
2/6/2012	Jen Wade

nevada
state contractors board

STATE OF NEVADA
CONTRACTOR'S LICENSE

THIS IS TO CERTIFY THAT THE COMPANY OR PERSON LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN

LICENSE#: 0074598 **EXPIRES:** 3/31/2014

KILL A WATT
PO BOX 9630
PAHRUMP, NV 89060

LIMIT: $50,000
CLASS: C-2

For Clerk's Use Only:
AGENDA NUMBER

21

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent o Departmental o Correspondence Action o Public Hearing

o Scheduled Time for o Closed Session o Informational

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Updated Mono County Agreement for Placement of Juvenile Commitments

DEPARTMENTAL RECOMMENDATION:

Request Board:

1) Approve offering to Mono County a reduced rate of $75.00 per day for each juvenile committed for more than ninety (90) days in the Inyo County Juvenile Center; and,
2) Approve the updated Agreement between the County of Inyo and Mono County for the placement of Mono County juvenile commitments in the Inyo County Juvenile Center reflecting the reduced rate, contingent upon Mono County accepting the offer; approving the updated Agreement; and, signing the updated Agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On September 28th, 2010, your Board approved an Agreement between Inyo County and Mono County for the placement of Mono County juvenile commitments in the Inyo County Juvenile Center in the amount of $95.00 per day per minor. The contract period is from July 1, 2010 until terminated.

It is necessary to provide and maintain a suitable place for the detention and housing of wards of the Juvenile Court and of minors alleged to come within the jurisdiction of the Juvenile Court. The Welfare and Institutions Code permits the sole or presiding Juvenile Court Judge in a court in which there is no juvenile center to, upon certain conditions, designate the juvenile center of another county for the detention of resident juvenile court wards. The juvenile center in Mono County is only a ninety-six (96) hour special purpose juvenile center. From time-to-time there is space available in the Inyo County Juvenile Center for the detention and housing of minors.

Recently, we were notified by Mono County Probation Department that Mono County juveniles that are committed to *more than* ninety (90) days will be sent to Trinity County juvenile center at a rate of $75.00 per day per minor. This decision was made by Mono County based solely for financial reasons. Juveniles that have been committed to a juvenile center for *less than* ninety (90) days would continue to be sent to Inyo County Juvenile Center in Independence at a cost of $95.00 per day per minor.

This Department recommends that we offer to Mono County the same daily rate of $75.00 per day per minor for those juveniles that are committed to *more than* ninety (90) days in order to retain this source of revenue for Inyo County and the Juvenile Center. This Department also believes that

keeping a juvenile in one location, rather than moving them after ninety (90) days, during their commitment period is beneficial to both the juvenile and their family. Attached for your review is an "updated" Agreement reflecting the daily rate of $75.00 per day per minor for those committed to more than ninety (90) days.

ALTERNATIVES:

Have Mono County send their minors elsewhere, therefore not receiving revenue for housing their minors committed to a juvenile center for more than ninety (90) days.

OTHER AGENCY INVOLVEMENT: Mono County

FINANCING:

This is budgeted in the Juvenile Institutions Budget 023100, Object Code 4952 Outside Agency Contracts.

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.)* yes Approved: 5/24/2012 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: yes Date 5/30/12
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: 5/30/12

AGREEMENT BETWEEN THE COUNTY OF INYO AND THE COUNTY OF MONO FOR THE PLACEMENT OF JUVENLES IN THE INYO COUNTY JUVENILE CENTER PURSUANT TO SECTION 872 OF THE WELFARE & INSTITUTIONS CODE

WHEREAS, the Boards of Supervisors of every county in the State of California are required by Welfare & Institutions Code Section 850 to provide and maintain a suitable place for detention and housing of wards of the Juvenile Court and of minors alleged to come within the jurisdiction of the Juvenile Court, which place is customarily and herein referred to as a juvenile hall; and,

WHEREAS, Welfare & Institutions Code Section 872 permits the sole or presiding juvenile court judge in a county in which there is no juvenile hall or when the juvenile hall is or becomes unfit or unsafe for the detention of minors to, upon certain conditions, designate the juvenile hall of another county for the detention of resident juvenile court wards, and/or resident minor alleged to come within the jurisdiction of the juvenile court; and,

WHEREAS, the juvenile hall in Mono County is only a ninety-six (96) hour special purpose juvenile hall and from time to time there is space available in the Inyo County Juvenile Center for the detention and housing of minors who reside outside of Inyo County; and,

WHEREAS, Section 872 further provides that, in the event the juvenile court judge of the county in which there is no juvenile hall or in which the juvenile hall is or has become unfit or unsafe for the detention of minors designates the juvenile hall of another county for the detention of resident minors, the transferring county shall reimburse the receiving county for the costs and liability associated with the order(s) making such designation; and,

WHEREAS, the parties hereto, the County of Inyo (INYO) and the County of Mono (MONO), with the concurrence of their respective Probation Officers, wish to enter into an agreement to provide for such reimbursement and to otherwise govern their relationship with respect to such orders as may from time to time be made pursuant to Section 872 by the Mono County Juvenile Court, or another juvenile court of the State of California, concerning minors whose county of residence is Mono County.

NOW, THEREFORE, INYO and MONO agree as follows:

1. Right to Make Placements/Conditions

A) Subject to the limitations and requirements set forth herein, MONO, by and through its Probation officer, may place, or allow to be placed, at the Inyo County Juvenile Center (CENTER) such minors whose county of residence is the County of Mono and who are ordered detained at the Center by the Mono County Juvenile Court, or by another juvenile court in the State of California, pursuant to Welfare & Institutions Code Section 872.

B) The right of MONO hereunder to place any minor at the CENTER is and shall be subject to there being space available at the CENTER, as determined solely by the Chief Probation Officer of Inyo; the Mono County Probation officer shall neither seek nor obtain any order from the Juvenile Court permitting the placement of a Mono County

resident minor at the CENTER pursuant to Welfare & Institutions Code Section 872 unless the Inyo County Probation Officer has consented in advance to such placement.

C) The right of MONO hereunder to place any minor at the CENTER is and shall be subject to the Mono County Probation Officer first obtaining from the Mono County Juvenile Court, or such other juvenile court as may have jurisdiction, an order pursuant to Welfare & Institutions Code Section 872 designating the CENTER for the detention of the minor; in the absence of such an order, the Inyo County Probation Officer may refuse to accept custody of any minor whose residence is in Mono County.

2. Required Documents

Upon delivery of a minor to the CENTER pursuant to this Agreement, or sooner if practical, MONO shall provide the Inyo County Probation Officer with:

A) Copies of the Juvenile Court petition and supporting documents and all relevant reports to and order of the Juvenile Court concerning the minor, including the order for detention and the order permitting the minor's placement at the CENTER pursuant to Section 872; and,

B) Written proof that the parent or guardian of the minor has been notified of the minor's placement at the CENTER, as required by Section 872; and,

C) A document executed by the minor's parent, guardian, or the Mono County Probation Officer, as the case may be, authorizing the provision of, medical and/or dental care or treatment of the minor, as well as a report or statement informing the Inyo County Probation Officer of any existing medical, dental, or psychological condition of the minor and/or any medications/treatments that have been prescribed therefore; and,

D) Written verification of a medical clearance prior to the CENTER receiving minor; this must be done by MONO.

3. Cost/Payment/Transportation

A) In exchange for its use of the CENTER, MONO agrees to and shall pay to INYO:

i. the sum of ninety-five dollars ($95.00) for each calendar day, or any portion thereof, that a minor is detained. This fee will be charged for any commitment period of ninety (90) days or less at the CENTER pursuant to this Agreement.

ii. the sum of seventy-five dollars ($75.00) for each calendar day, or any portion thereof, that a minor is committed by Court order to a period of more than (90) days, at the CENTER pursuant to this Agreement. This reduced rate begins on the 91st day of the Court ordered commitment.

B) In addition to the daily fee, MONO agrees to and shall reimburse INYO, and/or pay directly to such others as may render them, for the cost of any of the following services provided to any minor placed at the Center pursuant to this Agreement:

i. Any hospital, medical or surgical care and treatment, and pharmacy costs of any of said wards;

ii. Any dental care;

iii. MONO is responsible for transportation of committed wards to and from CENTER, and to/from such other locations as required, including but not limited to transportation to and from court appearances, health care appointments, and family visits, if any. In any event, MONO shall be responsible for providing or arranging for any such transportation.

4. Renewal of Order

In accordance with Welfare & Institutions Code Section 872, MONO shall not place any minor in the CENTER pursuant to this Agreement for a period exceeding sixty (60) days unless MONO first obtains and delivers to the Inyo County Probation officer an order from the Mono County Juvenile Court issued pursuant to Welfare & Institutions Code Section 872 extending that period.

5. Defense and Indemnification

Pursuant to Government Code Section 895.4 and in exchange for the right to place minors at the CENTER pursuant to this agreement, MONO agrees to and shall defend, indemnify, and hold harmless the INYO, and its officers, agents, and employees from and against any claim, liability, loss, or award of damages of any kind arising out of the performance of this Agreement except to the extent any such claim, liability, loss, or award is due to a negligent or intentional act or omission of an officer, agent, or employee of INYO.

As used above, the terms "loss" and "damage" include all attorney's fees and litigation costs, and any amounts agreed to in a settlement agreement or warded in a judgment.

6. Effective Date/Term/Termination

This Agreement shall become effective on the latter of the dates of its execution by authorized representatives of INYO and MONO and shall continue in effect until terminated; either party may terminate this Agreement, without cause or legal excuse and without incurring any liability to the other, upon thirty (30) days written notice to the other party.

7. 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.

THEREFORE, INYO and MONO, by and through the signatures of their authorized representatives appearing below, agree to perform and be bound by the terms of this Agreement.

COUNTY OF INYO

By: _____
Chairperson of the Board of Supervisors

Dated: _____ day of _____, 2012

ATTEST: Clerk of the Inyo County Board of Supervisors

By: _____

COUNTY OF MONO

By: _____
Chairperson of the Board of Supervisors

Dated: _____ day of _____, 2012

ATTEST: Clerk of the Mono County Board of Supervisors

By: _____

APPROVED AS TO LEGAL FORM:

Randy Keller, County Counsel, Inyo County

By: _____

Dated: 25 day of May, 2012

Marshall Rudolph, County Counsel, Mono County

By: _____

Dated: _____ day of _____, 2012

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

. Consent . Departmental . Correspondence Action

. Public Hearing . Schedule time for . Closed Session . Informational

For Clerk's Use Only:
AGENDA NUMBER
22

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Award the bid and Approve the Contract with Mission Janitorial and Abrasive Supplies

DEPARTMENTAL RECOMMENDATIONS:
Request that your Board award the bid and approve a contract with Mission Janitorial & Abrasive Supplies for the Public Works Department to purchase necessary supplies for an amount not-to-exceed $75,000 for the period of June 5, 2012 through June 30, 2015, subject to funding availability and adoption of future budgets, and authorize the Chairman to sign the contract, contingent on obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:
Staff appeared before your Board on April 3, 2012 and asked you to ratify a purchase order with Mission Janitorial & Abrasive Supplies (Mission) so that they could continue to procure the necessary supplies in order to perform its duties. At that time, and in order to ensure that we receive the best available pricing, staff committed to release a Request for Bids and return to your Board for permission to award a multi-year agreement to the lowest responsible bidder, thus our appearance before you now.

Three bidders responded to the Request for Bids. Unfortunately two of them only offered pricing for trash bags and, consequently, were deemed unresponsive which left Mission as the sole responsive bidder.

Please note that the estimate of $20,588.52 per year does not include sales taxes, nor does it include any possible Departmental needs beyond the list of supplies. Therefore, staff respectfully requests your Board to approve the contract for an amount not-to-exceed $75,000.

ALTERNATIVES:
The Board could elect not to approve this request. This is not recommended, as Mission was the sole responsive bidder and, as before, the need for these supplies continues unabated.

OTHER AGENCY INVOLVEMENT:
Auditors Office
County Counsel

FINANCING:
Funding for these supplies is and will be budgeted in the Building and Maintenance cost center (011100), object code 5311.

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: yes Date 5/30/12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 5/31/12
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) Lynn M. Flanigan Date: 5/30/2012
FOR DOUG WILSON

AGREEMENT BETWEEN COUNTY OF INYO
AND The Carson Company, Inc. dba Mission Janitorial and Abrasive Supply (Mission)
FOR THE PROVISION OF GOODS

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Public Works Janitorial Supply services of Mission 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 goods 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 Jon Jones, whose title is: Building Supervisor. Requests to the Contractor for the provision of goods under this Agreement will be based upon the County's need for such goods. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of goods to 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 provision of any goods at all, even if County should have some need for such goods during the term of this Agreement.

Goods provided by the Contractor at the County's request under this Agreement will be provided 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 June 5, 2012 to June 30, 2015 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 goods described in Attachment **A** which are provided 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 goods provided under this Agreement shall not exceed $75,000 Seventy-five thousand and no/100 ********** Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for goods provided 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 goods described in Attachment **A**, which were provided 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 goods were provided and identify the quantity of each item and/or material provided. 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, attached hereto as Attachment **C**, upon executing this Agreement.

4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to sell or provide the goods 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 sell or provide the goods identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to sell or provide the goods 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.

5. 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 goods identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. 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.

7. 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.

8. INSURANCE.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. ASSIGNMENT.

This is an agreement for the provision of goods by Contractor. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons its obligations under this Contract or fails to provide the requested goods in accordance with this contract, 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 goods provided 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-four (24) below.

17. 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.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. 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.

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo
Public Works _____ Department
P.O. Drawer Q _____ Address
Independence, CA 93526 _____ City and State

Contractor:
Mission Janitorial and Abrasive Supply _____ Name
177C Short St. _____ Address
Bishop, CA 93514 _____ City and State

25. ENTIRE AGREEMENT.

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

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND The Carson Company, Inc. dba Mission Janitorial and Abrasive Supply (Mi
FOR THE PROVISION OF GOODS

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

_____
Print or Type Name

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND The Carson Company, Inc. dba Mission Janitorial and Abrasive Supply (Mission)
FOR THE PROVISION OF GOODS

TERM:

FROM: June 5, 2012 **TO:** June 30, 2015

GOODS TO BE PROVIDED:

See attached "Attachment A - Scope of Work"

ATTACHMENT A
SCOPE OF WORK

Bidder shall furnish to the County of Inyo, the materials, equipment, labor and/or related services set forth in Attachment B, Schedule of Fees, in accordance with the terms and conditions of this Agreement.

1. Upon placement of any order, and unless otherwise agreed to by County, Bidder shall warrant that all goods, as further described in Schedule B below, shall be delivered to the County's FOB Destination not later than one hour prior to the regular close of business following the regular business day on which the goods are ordered.

2. Bidder recognizes and hereby accepts that the quantities noted in Schedule B will be ordered as needed by County throughout the year and are only intended to be illustrative of historic annual amounts used by the Building and Maintenance Division of Public Works and the County does not guarantee the quantity of any of the goods described in Schedule B.

3. When specified, Bidder shall quote the brand name called out in the description. If Bidder cannot supply the specified brand, Bidder shall note its alternate in the last column of Schedule B. The County reserves the exclusive right to determine its equivalency to the specified brand listed.

4. In order to ensure an equitable evaluation of competing bids, Bidder shall declare case lot quantities when the Unit of Measure (UOM) listed on Schedule B specifies Case (CS). Case lot quantities shall be recorded in the last column of Schedule B. Failure to provide this information may cause the bid to be declared unresponsive.

5. The County may, from time to time, need to purchase janitorial supplies that are not listed in Schedule B. If such an occasion should arise, Bidder would offer a discount of 20 % off of list price to County.
(twenty)

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND The Carson Company, Inc. dba Mission Janitorial and Abrasive Supply (Mission)
FOR THE PROVISION OF GOODS

TERM:

FROM: June 5, 2012 **TO:** June 30, 2015

SCHEDULE OF FEES:

See attached "Attachment B - Schedule of Fees"

ATTACHMENT B
SCHEDULE OF FEES
(Revised 5/3/12)

Description	Est Qty	UOM	Cost	Extend Cost	Record Case Lot amounts here, substitution for brand name and/or any comments
Single Ply Toilet Paper	70	CS	50.67	3546.90	96rl/1000sh
Single Fold Paper Towel - Bleached	200	CS	29.50	5900.00	16pk/250twl
Multifold Paper Towel - Bleached	50	CS	24.66	1233.00	16pk/250 sh.
Large Trash Liners – 44 gal. 1.5 mil	100	CS	30.43	3043.00	40x46 1.5mil 100cs
Small Trash Liners – 12-16 gal 0.4 mil	30	CS	21.93	657.90	24x31 .4mil 500cs
Lemon Disinfectant	50	GAL	10.10	505.00	1gl/4cs
Windex	25	GAL	16.11	402.75	1gl/4cs
Clorox Bleach	12	GAL	2.50	30.00	96oz/6cs
21 oz. Comet Cleanser - 24 ct	4	CS	35.00	140.00	21oz/24cs
100 ct. L Nitrile Gloves – powder free	2	CS	77.00	154.00	100bx/1000cs
100 ct. XL Nitrile Gloves – powder free	2	CS	77.00	154.00	100bx/1000cs
17 oz. Stainless Steel Cleaner	2	CS	57.84	115.68	20oz/12cs
19 oz. Pledge (aerosol)	2	CS	51.72	103.44	19oz/12cs Mission Furn. Polish w/ lemon oil
19 oz. Lysol Disinfectant (aerosol)	2	CS	50.88	101.76	19oz/12cs Spartan Sparson Q Disinfectant
250 ct. Toilet Seat Covers	15	CS	36.40	546.00	20pk/250sh.
Boraxo – 5 lb.	12	CS	8.47	101.64	5lb cs
Urinal Screens	120	EA	1.05	126.00	12cs
Pink Lotion Hand Soap	40	GAL	5.60	224.00	1gl/4cs
Lotion Soap Dispenser Refills (KC91554)	10	CS	56.00	560.00	6/1000ml
#20 Cotton Mops	3	CS	70.20	210.60	12/cs Rubbermaid
#20 Finish Mops	1	CS	238.56	238.56	12/cs Rubbermaid
24" Dust Mops	12	EA	9.06	108.72	12cs
36" Dust Mops	12	EA	12.43	149.16	12cs
32 oz Spray Bottles w/top	24	EA	1.28	30.72	Bottle & Spray Top (Impact)
Turks Head Bowl Brush – synthetic	25	EA	4.92	123.00	Rubbermaid #6320 HD Toilet Brush
Pumice Stone	1	CS	33.12	33.12	12cs
Scotch Brite Pads (#86)	1	CS	21.48	21.48	12cs
Liquid Stop Odor	2	CS	44.80	89.60	1gl/4cs Spartan Consume deodorant
Carpet Extractor Defoamer	12	GAL	10.85	130.20	1gl/4cs Mission Defoamer
Carpet Extractor Cleaner	24	GAL	14.55	349.20	1gl/4cs. Spartan CX3 extraction cleaner
Carpet Spotter	6	GAL	11.92	71.52	1gl/4cs. Hillyard 910 Carpet Spotter
Under Coat Sealer	12	GAL	17.84	214.08	1g/4cs Spartan Shineline Seal
Finish Stripper	20	GAL	14.96	299.20	1g/4cs Spartan Shineline Emulsifier Plus Stripper
Floor Finish	40	GAL	16.40	656.00	1gl/4cs. Spartan OnanOn Finish.
Terry Towels – 18" X 18"	1	CS	68.75	68.75	25 lbs per Case. 170 rags cs (170)
32 oz. Liquid Drano	1	CS	40.44	40.44	12cs Spartan Bloc Aid Drain & Sewer
20" Finish Buffing Pads	1	CS	35.70	35.70	5cs 3M #4100 White Polish
20" Stripping Pads	2	CS	36.70	73.40	5cs 3M #7200 Black Stripper Pads.

Total Annual Estimated Cost (excluding sales taxes): $20,588.52

County of Inyo Public Works Department
Public Works Janitorial Supplies
Bid Proposal Forms
Page 9A

This bid was received on 5/8, 2012 at 12:09 a.m.
ATTEST: Kevin D. Cerunchio
County Administrative Officer and Clerk of the Board
Inyo County, California

By E. Bill
Assistant

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND The Carson Company, Inc. dba Mission Janitorial and Abrasive Supply (Mission)
FOR THE PROVISION OF GOODS

TERM:

FROM: June 5, 2012 **TO:** June 30, 2015

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND The Carson Company, Inc. dba Mission Janitorial and Abrasive Supply (Mission)
FOR THE PROVISION OF GOODS

TERM:

FROM: June 5, 2012 **TO:** June 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

Specifications 4
Insurance Requirements for Vendors

Vendor 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 products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than $1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of $2,000,000.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers, shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

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

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

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

Special Risks or Circumstances

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

Back up for for Mission Janitorial

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Janitorial Supplies

Bid Opening Date: 5-11-2012 *Location:* Admin Bullet

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	all American Poly	$ 2,214.03		not responsive	D
2.	Mission Janitorial & Abrasive	20,588.52			
3.	~~Intro~~				
4.	Interbora Packaging Corp	$ 1533.20	1417.20	2739.20	2231.00
5.		H &	1783.20	not responsive	
6.					
7.					
8.					
9.					
10.					

Opened By: [illegible]

Present: [illegible]

COUNTY OF INYO CALIFORNIA

For Clerk's Use Only:
AGENDA NUMBER

23

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

RECEIVED
MAY 16 2012
Inyo District Attorney
Independence

FROM: Arthur J. Maillet, District Attorney

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Request to fill the position of the Chief Investigator.

DEPARTMENTAL RECOMMENDATION:

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

1) The availability of funding for the requested position exits, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
2) Where internal candidates meet the qualifications for the position of Chief Investigator, the vacancy could be filled through a closed departmental recruitment; and
3) Approve the hiring of one Chief Investigator at Range SC81 – SE81 ($5821-$7431) through a closed departmental recruitment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

With the retirement of Chief Investigator Brian Dressler, a vacancy in the District Attorney's management occurred. This position is vital to the operation of the department at the management level and the ability to make those decisions as consistent with policy. This position could be filled out of the rank of District Attorney Investigator II, which could result in overtime savings. It is crucial the Chief Investigator position be filled in a timely manner because this position supervises the District Attorney's investigation efforts and the District Attorney's Victim Witness Program.

ALTERNATIVES:

None.

OTHER AGENCY INVOLVEMENT:

None

FINANCING: District Attorney Safety Budget 022410.

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: [illegible] Date 5/15/12
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 5/10/12

DEPARTMENT HEAD SIGNATURE: Arthur J. Maillet
(Not to be signed until all approvals are received) Date: 5-11-12

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Arthur J. Maillet, District Attorney

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Request to fill the position of the Victim Witness Assistant

DEPARTMENTAL RECOMMENDATION:

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

1) The availability of grant funding for the requested position exits, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
2) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, though an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
3) Approve the hiring of one Victim Witness Assistant at Range 54 ($2840-$3454), contingent upon continued grant funding.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A vacancy in the position of Victim Witness Assistant in the District Attorney's office has occurred. The Victim Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangements assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area. Services are provided to victims of all types of crime upon request. The goal of the Victim Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim.

ALTERNATIVES:

None.

OTHER AGENCY INVOLVEMENT:

None

RECEIVED
MAY 16 2012
Inyo District Attorney
Independence

FINANCING: This is a grant funded position. The District Attorney currently has the Victim Witness Advocacy Program Grant (620411) and the Victim Witness Unserved/Underserved Grant (622111) which funds the Victim Witness Coordinator and the Victim Witness Assistant's salary and benefits at 100%.

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 (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 5/15/12
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 5/14/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 5/16/12

For Clerk's Use Only:
AGENDA NUMBER

25

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES - Behavioral Health Division

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Request for authorization to hire a Case Manager in the Behavioral Health Division

DEPARTMENTAL RECOMMENDATION:

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

1) The availability of funding for the requested positions exists in the Mental Health Budget, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; and
2) where internal candidates meet the qualifications for the positions, the vacancies could be filled through internal recruitments, though open recruitments may be more appropriate to ensure a sufficient number of qualified candidates apply; and
3) approve hiring of one Case Manager I or II position: I (Range 57, $3,046-$3,701) and II (Range 60, $3,271-$3,973) contingent upon qualifications of applicants.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This position is vacant as the current Case Manager working primarily out of the wellness center sites has accepted a part time position as a Health and Human Services Specialist at the same location.

Under the direction of the Human Services Supervisor, the Case Manager position at the wellness center sites works primarily with persons with severe mental illness or co-occurring mental illness and addiction issues. Outreach and support services are offered through these sites to some persons who are homeless or may otherwise be reticent to access services through the clinic. As part of the Adult Behavioral Health Team, the Case Managers may have a caseload of 25-30 persons with approximately 15 adults who need intensive services to remain safely within the community. The Case Managers work closely with the psychiatrist and nurse to assist the consumers in accessing medication when appropriate. They also work in accessing benefits and paying bills: addressing food, shelter and health needs; encouraging engagement and participation in the community using recovery principles. The position further works to provide an environment that encourages client-directed peer support activities at the wellness centers. Case Managers further provide assistance after-hours and on weekends to mitigate potential crises for vulnerable persons. This has had the positive impact of decreasing the number of after-hours crisis contacts both for Behavioral Health staff and for our partners in law enforcement and at our local hospitals. Finally, the Case Manager position is able to bill some of the rehabilitative and targeted case management services to Medi-Cal when appropriate.

ALTERNATIVES:

Your Board could deny this request. This would impact our ability to serve persons with mental illness within our community and to respond to crisis and urgent situations.

OTHER AGENCY INVOLVEMENT:

Behavioral Health works closely with partners from the schools and probation for work with youth and with partners in law enforcement, probation, hospitals, and other community providers in work with adults and older adults.

FINANCING:

Medi-Cal reimbursement, Mental Health Realignment and Mental Health Services Act funds this position. This position is budgeted in Mental Health (045200) in the Salaries & Benefits object codes. No County General Fund.

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.)* Rita Lutz Approved: _____ Date: 5/15/12
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Sue D Approved: ✓ Date: 5/14/12

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner for FB Date:

For Clerk's Use Only:
AGENDA NUMBER

26

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Josh Hart - Planning Director

FOR THE BOARD MEETING OF: **June 5, 2012**

SUBJECT: Authorize filling of vacant position

DEPARTMENTAL RECOMMENDATION:

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

a. The funding for the position comes from the General Fund and, possibly, certain Non-General Fund departments depending on job responsibilities and associated budget allocations, as certified by the Planning Director and concurred with by the Auditor-Controller;

b. The vacancies could possibly be filled by internal candidates meeting the qualifications for the position, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and,

c. Approve the hiring of a Planning Coordinator, Range 66 ($3,757-$4,574).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Planning Coordinator recently resigned, effective May 25, leaving the position vacant. The Planning Coordinator is a critical position within the Planning Department, with primary responsibility for customer service, administrative, and fiscal/budgeting tasks, as well as performing important planning duties and providing staffing for the Yucca Mountain Repository Assessment Office and the Local Agency Formation Commission. It is therefore necessary to fill this position as soon as possible.

ALTERNATIVES:

Not authorize the filling of the position and direct staff to come back with other options.

OTHER AGENCY INVOLVEMENT:

Personnel Department

FINANCING:

This position is budgeted in FY 11/12 in Planning Budget Unit 023800

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.)* Amy Shepherd Approved: yes Date 5/30/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Sue DC Approved: ✓ Date 5/30/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 5/30/12
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

27

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒Consent ☐ Departmental ☐Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: **Authorize the filling of vacant position**

DEPARTMENTAL RECOMMENDATION:
Request your Board:

1. Approve the job description for the Veteran Services Representative
2. Delete one (1) Case Manger III, Range 64 ($3,590- $4,363) from the authorized staffing for the Sheriff's Department, Veterans Services Division add one (1) Veteran Services Representative, Range 67($3,852-$4,676); and,

3. Find, consistent with the adopted Authorized Position Review Policy:

   a. The funding for the position comes from the General Fund and, possibly, certain Non-General Fund departments depending on job responsibilities and associated budget allocations, as certified by the Sheriff and concurred with by the Auditor-Controller;
   b. The vacancies could possibly be filled by internal candidates meeting the qualifications for the position, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and,
   c. Approve the hiring of a Veteran Services Representative, Range 67 ($3,852-$4,676).

SUMMARY DISCUSSION:
Veterans Service Representative, Yvette Mason has given a letter of resignation with a separation date of June 13, 2012. VSR Mason provides essential duties for the veterans living in the Counties of Inyo and Mono. Finding a qualified and accredited replacement for VSR Mason will be difficult and time consuming. The hiring process needs to advance as soon as possible so as not to interrupt service to our veterans.

The Personnel Department has recommended a change to the position job description and salary range based on the specific duties and functions of the position.

ALTERNATIVES: Not replace the Veterans Service Representative and leave veterans without benefit assistance.

OTHER AGENCY INVOLVEMENT: None

FINANCING: This position is included in Fiscal Year 11-12 budget 056600 Veterans Service Officer

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.)* Amy Shepherd Approved: ✓ Date 5/30/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Lee DC Approved: ✓ Date 5/30/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 5/30/12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
28

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Approval of a public utility easement to the Los Angeles Department of Water and Power for the installation of power lines adjacent to the Inyo County Road Shop, Independence

DEPARTMENTAL RECOMMENDATIONS:

1. Request your Board approve a public utility easement for the installation of power lines and appetent facilities adjacent to the Inyo County Road shop on Mazourka Canyon Road; and
2. Authorize the Board Chair to sign the easement deed; and
3. Authorize the Public Works Department to Record the deed.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Public Works Department, Praxis Associates and the Los Angeles Department of Water and Power (DWP) have been in discussion regarding the installation of power lines and power poles that are necessary to supply the proposed Praxis node, adjacent to the Inyo County Road Shop in Independence. This node location was identified in the Master License agreement approved by your Board on November 22, 2011. To complete the installation and activation of the node, installation of power lines and poles are needed to serve the facility. The proposed location for the power poles is in a location furthest from the traveled roadway and are still within the right of way of Mazourka Canyon Road. Installation in this location is proposed for public safety and to provide space for curb, gutter and sidewalk. But, portions of the crossarms and conductors will extend across the property line. The DWP has reuested a public utility easement to provide for protection in this area from future construction. The proposed easement is shown in the attached drawing and included in the legal description in the easement deed.

Recently the DWP has changed its policy regarding the installation of power lines, cross arms and poles to insure that all facilities are installed with the benifit of a clear grant or easement. Previously the DWP might have installed these power lines and crossarms without a clear easement because the poles were installed within the road right of way.

The DWP has also indicated that the will provide a certificate of acceptance for the easement, which will be recorded with the County Public utility easement.

The proposed power line alignment is also designed to serve parcels identified in the DWP land release East of the Road Shop.

ALTERNATIVES:

The Board could choose not to approve the public utility easement to the DWP. This is not recommended because the power poles would then need to be installed closer to the travelled roadway. This is not recommended for reasons of public safety and to allow future installation of curb, gutter and sidewalk without creating conflicts with the sidewalk.

OTHER AGENCY INVOLVEMENT:

Los Angeles Department of Water and Power, California Broadband Cooperative and Praxis Associates, County Counsel for review

FINANCING:

There is no financing associated with this easement except for the time to prepare this Agenda item and other related tasks.

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.) DMC Approved: yes Date 5/11/12
AUDITOR/CONTROLLER NA	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:_____ Date_____
PERSONNEL DIRECTOR NA	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: 5-14-12

RECORDING REQUESTED BY:
Inyo County Public Works Department

AND WHEN RECORDED MAIL TO:
City of Los Angeles
Department of Water and Power
300 Mandich Street
Bishop, CA 93514

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF INYO as owner(s) of the land hereinafter described, herein collectively referred to as "Grantor", hereby irrevocably grants and conveys to the CITY OF LOS ANGELES, a California Charter City, hereinafter referred to as "Grantee", subject to the terms, covenants and conditions herein provided, an easement for public utility purposes in, over and across that certain real property situated in the County of Inyo, State of California, described as follows:

A Utility Easement and Right-of-Way to set power poles and guy wires; to construct, maintain, and repair power lines, underground conduit, appurtenant fixtures, and equipment; and the right to trim trees at any time, in such a manner as to prevent interference with the same, together with the right of ingress and egress, all in, over, under, and across portions of Block 58, and Crockett Street in the Town of Independence, County of Inyo, State of California, as shown on the Owens Valley Improvement Company addition to the Town of Independence, as per map recorded in Book 1, page 43, of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

The westerly 20.00 feet of the southerly 25.00 feet, and the southerly 5.00 feet of said Block 58.

TOGETHER WITH the southerly 5.00 feet of the westerly 40.00 feet of Crockett Street per a resolution of the Inyo County Board of Supervisors vacating a portion of Crockett Street recorded in Official Records Document 2011-0000440, on February 16, 2011 in said Recorder's office.

END OF DESCRIPTION

Date:_____ As the owner(s) of said property:

_____
Chairperson, Inyo County Board of Supervisors

State of California
County of _____ } SS.

On this_____day of _____,20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are/is subscribed the within instrument and acknowledged that he/she/they executed the same.

_____
Signature of Notary (Seal)

CLERK OF THE BOARD'S CERTIFICATE

On motion of Supervisor _____, duly seconded and carried, it is ordered that the above grant of utility easement is hereby approved _____ on behalf of the public and the County of Inyo. The Clerk of the Board is directed to certify hereon that the foregoing order was adopted by the Board of Supervisors at a meeting of said Board held _____, 20____.

_____ Dated:_____

Kevin Carunchio
Clerk of the Board of Supervisors.

LICENSE AGREEMENT
FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES

(County of Inyo – California Broadband Cooperative, Inc.)

COPY
ORIGINAL
Signed Agreement

RECEIVED
NOV 28 2011
OFFICE OF COUNTY COUNSEL
INDEPENDENCE

LICENSE AGREEMENT
FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES

(County of Inyo – California Broadband Cooperative, Inc.)

THIS LICENSE AGREEMENT (this "**Agreement**"), is executed at Independence, California, on November 22, 2011 ("**Execution Date**"), by and between the **COUNTY OF INYO**, a political subdivision of the State of California ("**County**"), as **Licensor**, and **CALIFORNIA BROADBAND COOPERATIVE, INC.**, a California non-profit corporation ("**Licensee**"). County and Licensee are referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. County owns land in various locations throughout Inyo County ("**Property**").

B. County owns fee title to, or holds recorded or prescriptive easements in, or otherwise maintains certain public roads as part of the County road system, throughout Inyo County ("**Rights of Way**").

C. Licensee has been awarded Federal grant funding under the National Telecommunications and Information Administration's Broadband Technology Opportunities Program ("**BTOP**") to construct and install a 583-mile fiber optic "middle mile" broadband communications network between Reno, Nevada and Barstow, California to provide broadband services in the Eastern Sierra Regions of California and Nevada ("**Project**"). Licensee has also been awarded State of California grant funding under the California Advanced Services Fund ("**CASF**") for the Project. The Project is a BTOP and CASF-funded (collectively "**Grant Funding**") public-private partnership governed by bylaws ("**Bylaws**"), under the terms of which the three key Counties of Mono, Inyo and Kern have permanent seats on Licensee's Board of Directors ("**Board of Directors**") to assure on-going local government representation in setting policy for the Project.

D. A condition of the Grant Funding, and a condition of this Agreement and the grants contained herein, is that the Project be operated as an open-access system, meaning that legally qualified persons or entities will be allowed to acquire services from the Project at or above T-1 service levels at a competitive price for their consumption or for the provision of commercial services to others.

E. Licensee has obtained a Certificate of Public Convenience and Necessity ("**CPCN**") from the State of Nevada authorizing Licensee to provide telecommunications services in that State. Licensee has applied for a CPCN in the State of California and expects to have that certificate issued by the CPUC, which will authorize it to provide telecommunications services in the State of California. As such, Licensee will be operating in both states as a telephone corporation pursuant to the terms and conditions of the CPCNs.

COUNTY OF INYO

DEPARTMENT OF PUBLIC WORKS

SITE SURVEY OF COUNTY PROPERTY ADJACENT TO THE INYO COUNTY ROAD SHOP, INDEPENDENCE, CALIFORNIA

PRELIMINARY

LEGEND

- W — EXISTING WATER LINE
- E — EXISTING POWER LINE
- S — EXISTING SEWER LINE
- EXISTING FENCE LINE
- FOUND MON. PER R2
- SET 2x2 HUB AND LATH
- POWER POLE, PROPOSED

REFERENCES

R1 RS 02-005, BOOK 15, PAGE 40

R2 RS 05-007, BOOK 16, PAGE 35

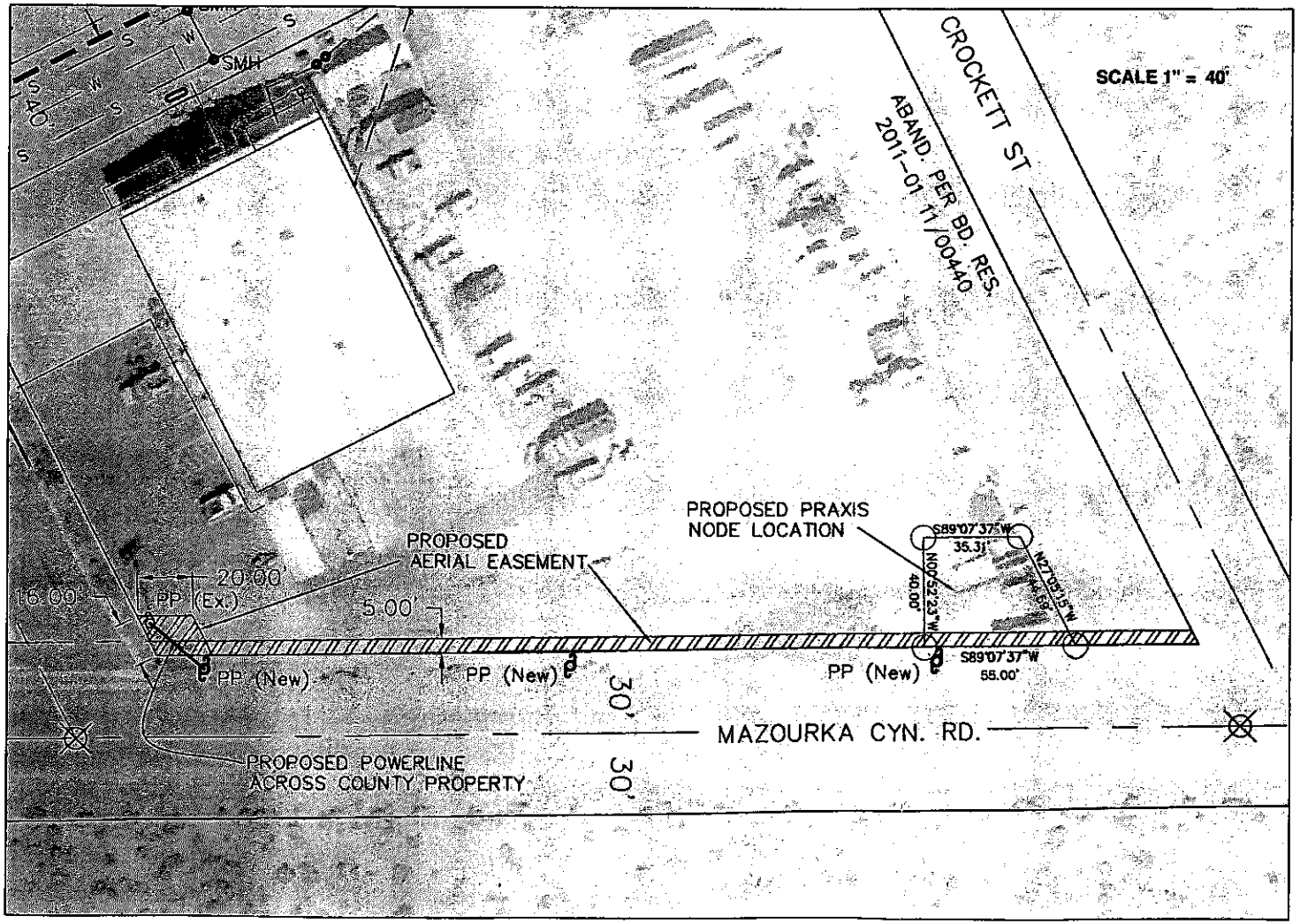
R3 TOWN OF INDEPENDENCE - ROBINSON ADDITION Bk.1 Pg.2

R4 OWENS VALLEY IMPROVEMENT CO. ADDITION Bk.1 PG.43

NOTES

1. MEASURED SURVEY DATA PROVIDE ON THIS MAP IS BASED ON RTK SURVEY (3/12/2009 & 2/27/2012). THE BEARINGS, DISTANCES, AND COORDINATES, IF SHOWN, ARE CALIFORNIA COORDINATE SYSTEM 83, ZONE 4, GRID VALUES DETERMINED BY CONVENTIONAL AND REAL TIME KINEMATIC METHODS. TO CONVERT A GRID DISTANCE TO GROUND, DIVIDE BY THE COMBINED GRID FACTOR OF 0.99983895. TO CONVERT A GRID BEARING TO GEODETIC APPLY THE APPROPRIATE CONVERGENCE ANGLE.

2. PROPOSED POWER POLES TO BE INSTALLED 1.0' SOUTH OF THE RIGHT OF WAY LINE OF MAZOURKA CANYON ROAD.



THIS DRAWING SUPERSEDES DRAWINGS BEARING EARLIER REVISION DATES

Rev. PCH 03/09/2012; Plot size: 11 x 17

For Clerk's Use Only:
AGENDA NUMBER

29

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Water Department

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Adoption of 2012-2013 Fiscal Year LORP Annual Work Plan and Budget

DEPARTMENTAL RECOMMENDATION:

The Water Department recommends adoption of the 2012-2013 Fiscal Year Lower Owens River Project Work Plan and Budget.

SUMMARY DISCUSSION:

The 2012-2013 Fiscal Year Lower Owens River Project Work Plan and Budget commits the County to reducing the LORP Post-Implementation Credit by $10,317 and paying $205,232 from the LORP Trust Account to fund the LORP for fiscal year 2012-2013. $1,304,832 is available (as of July 21,2011) in the LORP Post-Implementation Credit and $3,672,467.45 (as of February 6, 2012) is in the LORP Trust Account to fund the County's LORP costs, trust account costs, and funding for habitat indicator species monitoring. The Post-Implementation Credit is held by LADWP; the County of Inyo Treasury holds the Trust Account.

The 2004 Final Environmental Impact Report for the Lower Owens River Project ("FEIR") Section 2.2.1 provides that in December of each year, the Technical Group will develop and adopt an annual work program for the Lower Owen River Project (LORP) describing work regarding the LORP to be performed in the following fiscal year, including implementation of adaptive management measures. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented.

The 2012-2013 work plan and budget were prepared according to the Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F.

On February 29, 2012, the Technical Group agreed on a 2012-2013 Fiscal Year Lower Owens River Project Work Plan and Budget ("Work Plan," attached).

The Work Plan includes provisions for:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.

2. Maintenance associated with flow compliance monitoring and reporting associated with the July 11, 2007 Stipulation and Order in Case No. S1CVCV01-29768.
3. Habitat and water quality monitoring described in the *LORP Monitoring and Adaptive Management Plan* (ESI 2008), or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. Management of mosquitoes, noxious species, and saltcedar.
5. Employment of the MOU Consultant to contribute fieldwork, provide data analysis and reporting, and make adaptive management recommendations.
6. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
7. Other work or activities including the implementation of adaptive management measures. No adaptive management recommendations were adopted that require additional funding through this work plan.

More detailed descriptions of these tasks and breakdowns of costs can be found in the Work Plan.

The following Table summarizes the expenses incurred by each party and costs for the MOU consultant that was agreed to by the Technical Group.

Category	Inyo Costs	LA Costs	Total Cost
Hydrologic monitoring	$0	$117,000	$117,000
Biologic and Water Quality	$0	$0	$0
Operations and Maintenance	$0	$98,765	$98,765
Mosquito Abatement	$30,000	$30,000	$60,000
MOU Consultant	$205,232	$0	$205,232
Rodent Control (beavers)	$0	$10,100	$10,100
Noxious Species Control	TBD	TBD	TBD
Adaptive Management	$0	$0	$0
Total	**$235,232**	**$255,865**	**$491,097**

(LA costs – Inyo costs)/2 = Amount Inyo owes LADWP
($255,865 – $235,232)/2 = $10,317

Biologic and water quality monitoring is conducted by staff from both LADWP and the Water Department. For budgeting purposes, when both County and LADWP staff are working on a Work Plan task, a day-for-day offset was used, rather than dollar-for-dollar. The figures above show only the differential in effort beyond the day-for-day offset therefore do not reflect the full amount of effort devoted to biologic and water quality monitoring. In 2012-2013, a combined effort on the Biological and Water Quality work will require 242 people-days, split evenly between the County and LADWP.

The County will administer the contract with the MOU Consultant (ESI, Inc.), and $205,232 will be withdrawn from the Trust Account to pay consultant expenses in 2012-2013. It is anticipated by all parties that the MOU Consultant's role in the LORP will diminish over the next few years resulting in fewer tasks and less expense.

In accordance with the LORP Funding Agreement, weed maintenance in the LORP area may become a shared cost beginning in FY 2012-2013. For seven years, the Inyo and Mono Counties Agricultural Department (IMCAD) has contracted with LADWP to prevent, detect and eradicate weeds on LADWP property throughout the Owens Valley, with a portion of that contract, $50,000 per year, providing for weed management in the LORP. This contract expires June 30, 2012 and as of April 27, 2012 the LADWP and IMCAD have been unable to negotiate a new contract, and so the cost of Noxious Species Control has not yet been budgeted. It is anticipated that we will present to your Board an amendment to the LORP Work Plan Budget when this cost is determined.

Beaver (Rodent Control) is addressed in the Work Plan and Budget. Beavers are of concern because they consume trees for food and shelter, potentially impeding the recruitment and development of trees in riparian areas. LADWP has contracted with a trapper for this service.

Background, requirements, and constraints on LORP funding.

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 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. On February 6, 2012 there was $3,672,467.45 in the Trust Account.

ALTERNATIVES:

1. Direct staff to work with LADWP to modify the 2012-2013 Fiscal Year Lower Owens River Project Work Plan and Budget.

OTHER AGENCY INVOLVEMENT:

LADWP, Inyo/Mono Agricultural Commissioner

FINANCING:

Summarizing the discussion above, the Post-Implementation Credit, held by LADWP, provides $1,304,832, as of July 21, 2011, to pay the County's obligations for LORP costs. The LORP Trust Account, held in the County Treasury, currently contains $3,672,467.45 (as of February 6, 2012) to pay the County's LORP costs, escrow account costs, and funding for habitat indicator species monitoring. The LORP Funding Agreement provides that the Post-Implementation Credit will be drawn down to zero prior to expenditure from the Trust Account for the County's share of LORP costs. Adoption of the Work Plan would require a payment of $10,317 for 2012-2013. Sufficient funds are available in the Post-Implementation Credit and Trust Account to fund this work.

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: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Amy Shepherd Approved: yes Date: 5/14/12
PERSONNEL DIRECTOR: **N/A**	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: R. Hemmy
(Not to be signed until all approvals are received) Date: 5/14/2012

Lower Owens River Project
Work Plan, Budget, and Schedule

2012-2013 Fiscal Year

Prepared by
Inyo County Water Department
& Los Angeles Department of Water and Power

Lower Owens River Project Work Plan, Budget, and Schedule

2012-2013 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2012-2013 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on March 29, 2012. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2012-2013 Fiscal Year Lower Owens River Project Work plan.

Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that in December of each year, the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the LORP, which describes LORP work to be performed in the following fiscal year. This work program identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget was prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work program will be submitted to the County and LADWP governing board for approval. Each governing board must approve the plan before this work plan and budget can be implemented it. This document is the work plan for fiscal year July 2012 – June 2013.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in case no. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, salt cedar control, and reporting activities. Saltcedar control activities are identified but are funded under separate agreements and not budgeted under in this work plan. Section 2 of this work plan addresses adaptive management measures.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

Section 1. Maintenance and Monitoring Tasks

LORP Tasks

The maintenance and monitoring portion of this work plan consists of seven categories of tasks: operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, and salt cedar control.

Operations and Maintenance

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows. Estimates of the level of effort necessary for maintenance were based on the level of effort that was required during 2011-2012, with adjustments as required by section II.D of the Funding Agreement which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2011-2012 costs for River corridor and BWMA facilities were $86,031 and $145,703 respectively, for an overall 2011-2012 operations and maintenance expenditure of $231,734. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is $98,765 (Table 1).

Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Estimates of the level of effort required for hydrologic monitoring were based on the level of effort required during 2010-2011. Hydrologic monitoring costs are $117,000 (Table 2).

Fieldwork is being jointly conducted by LADWP and Inyo County staffs, with analysis and reporting being conducted by hydrography staff. The flooded acreage of the BWMA is being measured eight times per year by walking the perimeter of the flooded area on foot with portable GPS units.

Biological/Water Quality Monitoring

Monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LA with the hours allocated by each agency given in the attached budget table (Table 3).

Biological and water quality monitoring is related to the tasks indicated in the Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP). The MAMP prescribes fewer monitoring tasks and a less intensive monitoring effort in calendar year 2012, than in the last fiscal year's work plan.

The MOU Consultant will be involved with the seasonal habitat flow recommendation, seasonal habitat flooding extent, rapid assessment evaluation, Delta and Blackrock Waterfowl Management Area assessment, data analysis and reporting, and annual report preparation, including adaptive management recommendations (Table 4).

Range Monitoring

Range monitoring is related to the tasks described in section 4.6 of the MAMP. Two types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring and utilization trend. Irrigated pasture condition scoring is a tool used by managers to systematically track the condition of irrigated pastures. Utilization monitoring tracks the amount of biomass removed from non-irrigated fields. Woody species recruitment monitoring was added in September 2010 in order to assess potential livestock influences on regeneration of desirable woody species. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore not budgeted for in this work plan (Table 5).

Mosquito Abatement

For the fiscal year 2012–2013, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The $60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

Noxious Species Control

The Inyo/Mono Counties Agricultural Commissioner's Office has received funding from LADWP to control and eradicate several different invasive weed species within the LORP boundaries, and in areas within the watershed that may serve as a seed source that could impact the LORP area. These invasive weed species include *Lepidium latifolium*, *Acroptilon repens*, *Cirsium arvense*, *Centaurea solstitialis*, *Centaurea maculosa*, and *Carderia draba*. These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls. Currently, there are 32 separate sites totaling 304 gross acres that Agricultural Commissioner's Office manages within the LORP boundaries.

LORP weed control activities were previously funded solely by LADWP as a mitigation measure through agreements outside of the LORP Annual Work Plan, and therefore not included in previous budgets. Those agreements expired in FY 2011-2012 and in accordance to Section E of the Post-Implementation Agreement between the County of Inyo and the LADWP and the 2004 LORP EIR (Section 2.2.22), weed control within the LORP may become a shared cost funded through this work plan. Funding for weed control has not yet been determined for this fiscal year. Once that determination has been made, an amended work plan will be prepared.

Saltcedar Control.

The County Water Department's saltcedar control program will concentrate on cutting tamarisk in the tributaries to the Lower Owens River channel and adjacent spreading basins. The purpose of working on the LORP is to reduce the likelihood of spreading saltcedar throughout the Owens River re-watered

channel. A top priority for the salt cedar program will be to locate all river sites where tamarisk seedlings and resprouts were identified in the 2010 and the 2011 Rapid Assessment Surveys. Accessible tamarisk will be removed by hand or by cutting and treating with herbicide (where allowed). Additionally, work will begin to remove slash, created by years of cutting in the LORP area.

Salt Cedar Control staff includes one permanent employee, one shared employee, and six seasonal field assistants that work on the salt cedar control program during the treatment season, October through April. California Department of Forestry (CDF) work crews, if available, will assist in efforts to treat slash. Monitoring and follow-up treatments by the Saltcedar Project Coordinator will occur during the balance of the year.

LORP saltcedar control activities are funded through agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here.

Maintenance and Monitoring Budget

Table 6 summarizes the costs of operation, maintenance and monitoring for the fiscal year July 1, 2012 through June 30, 2013 and specifies the costs incurred by Inyo County, Los Angeles, and the cost of the MOU consultant.

LADWP and Inyo County will balance staff time and efforts on biologic and water quality monitoring tasks, so that no cost offset is required. For 2012-2013, both agencies will divide the total of 242 people days required to complete these tasks.

Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are without offsetting costs.

LADWP has allocated 218 people days for Range Monitoring, which is a LADWP cost.

Based on this budget, Inyo County's Post Implementation Credit would be reduced by $10,317. This figure is calculated by subtracting the dollars Inyo County will spend during the fiscal year from the amount spent by LADWP, and dividing this figure by two.

Table 6
Summary Monitoring and Adaptive Management Budget

Inyo County	Staff Work Days	Value of Additional Staff Time, Materials, and Equipment	Payments
Hydrologic Monitoring	–	$ -	
Biologic and Water Quality	121	$ -	
Operations and Maintenance	–	$ -	
Mosquito Abatement		$ 30,000	
MOU Consultant	–	$ 205,232	
Adaptive Management	–	$ -	
Noxious Species Control	–	$ -	
Inyo County Totals	121	$ 235,232	$ 10,317
LADWP	**Staff Work Days**	**Value of Additional Staff Time, Materials, and Equipment**	**Payments**
Hydrologic Monitoring	–	$ 117,000	
Biologic and Water Quality	121	$ -	
Operations and Maintenance	–	$ 98,765	
Mosquito Abatement	–	$ 30,000	
Rodent Control		$ 10,100	
MOU Consultant	–	$ -	
Adaptive Management	–	$ -	
LADWP Totals	121	$ 255,865	$ -
Combined Total	242	$ 491,097	

Footnote to Table 6
Post Implementation Credit and Trust Account Balances

	Adjustment	Balance of Post-Imp Credit held by LADWP
Original Post Implementation Credit	$ 2,253,033	$ 2,253,033
Increase Post Imp Credit by 2.9% based on the July 2007 price Index	$ 65,338	$ 2,318,371
County's obligation for July 11, 2007 to June 30, 2008 period	$ 243,524	$ 2,074,847
Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index	$ 118,266	$ 2,193,113
County's obligation for 2008-2009 fiscal year	$ 243,524	$ 1,949,589
Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index	$ (25,345)	$ 1,924,244
County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.	$ 266,176	$ 1,658,068
Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010	$ 25,465	$ 1,683,533
County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010.	$ 317,805	$ 1,365,728
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011.	$ 45,069	$ 1,410,797
County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011.	$ 48,278	$ 1,362,519
County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011.	$ 57,687	$ 1,304,832
Increase the remaining balance of the Post Implementation Credit by ___% based upon the April 2011 price index effective July 10, 2012.		
County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012.	$ 10,317	

The County's balance in the Post Imp Credit Account held by LADWP as of July 21, 2011 is $1,304,832. The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4).

The Trust Account Balance as of February 6, 2012 is $3,672,467.45

B. Schedule

Table 7
Tentative schedule of monitoring, maintenance and reporting for 2011-2012 Fiscal Year

Period	Monitoring
July 8, 2011- Jul 15, 2012	Blackrock Waterfowl Management Area (BWMA) Flooded Extent
August 1 - Aug 15, 2012	Rapid Assessment Survey (RAS)
August 15 - Aug 22, 2012	BWMA Flooded Extent
September 1 - Sept 9, 2012	RAS Consultation with MOU Parties
September 1- Sept 30, 2012	Delta Pulse Flow
September 15 - Sept 22, 2012	BWMA Flooded Extent
October 1 - Oct 28, 2012	LADWP/Inyo Prepare Draft LORP Report
October 1 - Oct 28, 2012	Fiscal Year 2010-2011 Work Plan and Budget Reconciliation
October 15 - Oct 24, 2012	BWMA Flooded Extent
October 31, 2012	Draft LORP Report transmitted to MOU Consultant
October 31, 2012	Transmittal of LORP Accounting Report to Governing Boards
November 1 - Nov 30, 2012	MOU Consultant review Draft LORP Report and Develop Recommendations
November 1 - Dec 31, 2012	Delta Pulse Flow
December 1, 2012	MOU Consultant transmit Adaptive Management Recommendations to Inyo/LA
December 3-Dec 7 2012	Meet with MOU Consultant to Develop Adaptive Management Recommendations for Management
December 7, 2012	Draft Report transmitted to MOU Parties
December 1 - Dec 30, 2012	BWMA Avian Survey
December 20, 2012	Public Meeting for Draft LORP Report
December 1, 2011 - Jan 30, 2013	Fiscal Year 2013-2014 Work Plan and Budget Development
January 15 – January 20, 2013	BWMA Flooded Extent
February 1 - Feb 3, 2013	Technical Group Meeting to Adopt LORP Annual Report and 2013-2014 Fiscal Year Work Plan and Budget
February 3 – Mar31, 2013	Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval
March 1 - May 31, 2013	Delta Pulse Flow
April 2 - May 15, 2013	BWMA Avian Survey
April 15 - April 20, 2013	BWMA Flooded Extent
May 8 - May 13, 2013	BWMA Flooded Extent
May 31 - June 5, 2013	BWMA Flooded Extent
May 15 - June 15, 2013	Seasonal Habitat Flow
June 1 - July 31, 2013	Delta Pulse Flow
June 1 -June 29, 2013	BWMA Avian Survey

C. MOU Consultants

TASK 1

Seasonal Habitat Flow

Seasonal habitat flows are prescribed to encourage a transition to riparian vegetation on the floodplains as well as manage channel sediments. The purpose of the habitat flow is to create a dynamic equilibrium for riparian habitat, fishery, water storage, water quality, animal migration, and biodiversity, which result in resilient productive ecological systems. Management actions are designed to achieve and maintain riparian habitats in a healthy ecological condition and establish a healthy warm water recreational fishery with habitat for native species. The LORP Monitoring and Adaptive Management Plan require the MOU consultants to recommend the annual seasonal habitat flow level to the Technical Committee based on the April runoff forecast. The river is then monitored during the flow period to evaluate adverse conditions or sudden problems. This task requires evaluation of the Owens Valley runoff conditions, review of proposed flow schedule and development of independent review and recommendations. During the Seasonal Habitat flow, the MOU consultant has to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written recommendation for the Seasonal Habitat Flow based on the April runoff forecast.
Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Monitoring of Seasonal Habitat Flow		FY 2012-2013		
		Hours	Rate	Cost
Labor Estimate:				
Principals		128	$136	$17,408
Associates		40	$91	$3,640
Administration		6	$68	$408
Subtotal				**$21,456**

TASK 2----------

Flooded Extent Evaluation

Monitoring of flooded extent, which is how much land area is inundated during seasonal habitat flows, is prescribed to inform managers about the effectiveness of seasonal habitat flows. Seasonal habitat flooding extent monitoring documents what habitats are being affected by the flooding. Determining the extent and duration of the flooded area enables managers to identify which vegetation communities are inundated and are being affected by the seasonal habitat flow. This assists in determining if the seasonal habitat flows are meeting the goals of the habitat and informs the adaptive management decision-making. The seasonal habitat flow is evaluated each year to estimate the extent of flooding on river landforms. The report for this work requires review and comment from the MOU consultant with assistance from the consultant's staff to verify mapping and estimates. Flood extent results are

compared to results from other tasks to analyze effectiveness in meeting LORP goals. Fieldwork for this task is completed during the Seasonal Habitat Flow monitoring.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow flooded extent monitoring and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Flood Extent Evaluation		FY 2011-2012		
		Hours	Rate	Cost
Labor Estimate:				
Principals		64	$136	$8,704
Associates		64	$91	$5,824
Administration		2	$68	$136
Subtotal				**$14,664**

TASK 3 ----------

Rapid Assessment Evaluation

Rapid Assessment Surveys (RAS) are conducted to document problems or potential management issues in LORP riverine-riparian area and provide qualitative project-level feedback regarding changes within the project area. Rapid Assessment Evaluation is performed on the river corridor, Blackrock Waterfowl Management Area, Off-River Lakes and Ponds and the Delta. LADWP and Inyo County staffs collect and processes field data, and perform data analysis, the results of which are captured in a draft RAS report. The LORP consultant reviews the RAS results to identify issues that require immediate action, and informs the MOU parties as required by the LORP Monitoring and Adaptive Management Plan. The MOU consultant will evaluate results for trends that influence monitoring and adaptive management recommendations for subsequent years.

Deliverables:

Written consultation with MOU Parties following completion of the RAS.

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the RAS, progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Rapid Assessment		FY 2012-2013		
		Hours	Rate	Cost
Labor Estimate:				
Principals		24	$136	$3,264
Associates		32	$91	$2,912
Administration		2	$68	$136
Subtotal				**$6,312**

TASK 4----------

Delta/BWMA Assessment

The MOU Consultants 2011 adaptive management recommendations included substantial flow changes for the Delta Habitat Area. While it is too early to evaluate vegetation response to inflows to the DHA, the recommended changes in flow are expected to create very different conditions in terms of flooding, soil moisture, and standing water. The MOU Consultants expect to make observations and evaluate these physical conditions probably later in the summer of 2012. The MOU Consultants also need to evaluate the extent of vegetation closure in the Drew wetland unit and determine if it is necessary to deactivate the unit in 2013. Also, the MOU Consultants need to observe the vegetative and open water conditions in the recently activated Winterton unit.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered in Delta and BWMA and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Delta/BWMA Assessment		FY 2012-2013		
		Hours	Rate	Cost
Labor Estimate:				
Principals		64	$136	$8,704
Associates		24	$91	$2,184
Administration		4	$68	$272
Subtotal				**$11,160**

TASK 5----------

Annual Report Evaluation

At the end of October, LADWP and ICWD forward the draft annual report to the MOU consultant. The MOU consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, revaluating or re-estimating and verifying conclusions.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing the need for any contingency monitoring as well as discussion of progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Annual Report		FY 2012-2013		
		Hours	Rate	Cost
Labor Estimate:				
Principals		160	$136	$21,760
Associates		440	$91	$40,040
Administration		36	$68	$2,448
Subtotal				**$64,248**

TASK 6----------

Annual Adaptive Management Recommendations

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 as required. This will require travel time and preparation time.

Deliverables:

Written evaluation of any necessary adaptive management actions as well as discussion of progress towards meeting LORP objectives.

Budget:

Adaptive Management Recommendations		FY 2012-2013		
		Hours	Rate	Cost
Labor Estimate:				
Principals		120	$136	$16,320
Associates		48	$91	$4,368
Administration		16	$68	$1,088
Subtotal				**$21,776**

TASK 7----------

Project Management and Meetings

The MOU consultant will meet with LADWP and ICWD periodically to review progress or discuss issues. The MOU consultant will manage project assignments, schedules and budgets, provide monthly progress reports to LADWP, budget assessment and invoice each month. This task will require the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss the progress towards meeting the LORP objectives.

Budget:

Project Management and Meetings		FY 2012-2013		
		Hours	Rate	Cost
Labor Estimate:				
Principals		316	$136	$42,976
Associates		72	$91	$6,552
Administration		16	$68	$1,088
Subtotal				**$50,616**
		FY 2011-2012		
EXPENSES		Hours	Rate	Cost
Travel (Mileage 1500/trip @ $0.52-$0.56/mi)		10	$780	$7,800
Lodging		36	$125	$4,500
Per Diem		36	$75	$2,700
Subtotal				**$15,000**
FY 2011-2012 TOTAL				**$205,232**

Section 2. Adaptive Management Measures

No adaptive management recommendations were adopted that require additional funding through this work plan.

Table 1. Operations and Maintenance

	Labor	Equipment	Total
River			
River	$20,300.80	$11,075.40	$31,376.20
Spillgates and Ditches	$14,807.52	$2,145.00	$16,952.52
Independence Spillgate and Ditch	$5,689.84	$995.00	$6,684.84
Locust Spillgate and Ditch	$614.64	$5,536.00	$6,150.64
Alabama Spillgate	$18,060.64	$6,652.00	$24,712.64
Delta	$153.92		$153.92
River Sub-Total	$59,627.36	$26,403.40	$86,030.76
Blackrock Waterfowl Management Area			
Blackrock Ditch	$54,299.44	$13,301.40	$67,600.84
Goose Lake to River Ditch	$13,071.76	$6,230.70	$19,302.46
Burning	$45,299.44	$13,500.50	$58,799.94
BWMA Sub-Total	$112,670.64	$33,032.60	$145,703.24
Total Operations and Maintenance	**$172,298.00**	**$59,436.00**	**$231,734.00**

CPI Adjusted Operations and Maintenance

Basline Costs (described in Post -Imp)

		River	BWMA
CPI adjustment		$56,683.00	$62,798.00
2006-2007	4.5%	$59,233.74	$65,623.91
2007-2008	3.1%	$61,069.98	$67,658.25
2008-2009	-1.3%	$60,276.07	$66,778.69
2009-2010	0.9%	$60,818.56	$67,379.70
2010-2011	0.7%	$61,244.73	$67,851.66
2011-2012	3.0%	$63,082.07	$69,887.21

Table 2. Hydrolgic Monitoring Budget

	2012-2013 Predicted Person days	Predicted Labor Cost from July 1, 2012 through June 30, 2013	Predicted Equipment Cost July 1, 2011 through June 30, 2012	Total Predicted Cost July 1, 2012 through June 30, 2013
HYDRO OPERATIONS				
River Stations	70	$25,200	$2,800	$28,000
Off River Lakes & Ponds	5	$1,800	$200	$2,000
Flow to Delta	1	$360	$40	$400
Blackrock Waterfowl	34	$12,240	$1,360	$13,600
Reporting Compliance	48	$17,280	$1,920	$19,200
HYDRO MAINTENANCE				
River Stations	5	$1,800	$200	$2,000
Off River Lakes & Ponds	1	$360	$40	$400
Flow to Delta	3	$1,080	$120	$1,200
Blackrock Waterfowl	4	$1,440	$160	$1,600
ENGINEERING HYDRO SUPPORT				
Reporting Compliance	108	$48,600	$0	$48,600
LORP Vegetation Mapping	0	$0	$0	$0
			Total Hydro Budget	**$117,000**

Table 3. Biologic and Water Quality Monitoring Budget.				
Biologic and Water Quality	**Organization/Class**	**Days**	**Inyo Days**	**LA Days**
River				
Rapid Assessment Survey	LA/WRS	10		10
	IC/RESASST	52	52	
Seasonal Flow Water Qual		3	3	
Flooded Extent	LA/WRS	15		15
Seasonal Habitat Flow	LA/WRS	25		25
Analysis and Reporting	LA/WRS	21		21
	IC/LORP	31	31	
Total Days		**157**	**86**	**71**
Blackrock				
Waterfowl Area Acreage	LA/WRS	16		16
	IC/RESASST	16	16	
Rapid Assessment Survey	LA/WRS	4		4
Indicator Species Surveys	LA/WRS	8	4	4
Data Analysis and Reporting	LA/WRS	6		6
Total Days		**50**	**20**	**30**
Delta				
Rapid Assessment Survey	LA/WRS	1		1
Analysis and Reporting	LA/WRS	2		2
Total Days		**3**	**0**	**3**
Off-River Lakes and Ponds				
Rapid Assessment Survey	LA/WRS	1		1
Analysis and Reporting	LA/WRS	1		1
Total Days		**2**	**0**	**2**
Annual Report Preparation				
Report preparation	LA/WRS	15	15	15
	IC/LORP	15		
Total Days		**30**	**15**	**15**
		242	**121**	**121**

FY 2012-2013 Ecosystem Sciences Tasks

ICWD/LADWP Joint Costs

Labor Estimate	FY 2012-2013		
Seasonal Habitat Flow/River Assessment			
Principals	128	$136	$17,408
Associates	40	$91	$3,640
Administration	6	$68	$408
Subtotal			**$21,456**
Flood Extent Evaluation			
Principals	64	$136	$8,704
Associates	64	$91	$5,824
Administration	2	$68	$136
Subtotal			**$14,664**
Rapid Assessment			
Principals	24	$136	$3,264
Associates	32	$91	$2,912
Administration	2	$68	$136
Subtotal			**$6,312**
Delta/BWMA Assessment			
Principals	64	$136	$8,704
Associates	24	$91	$2,184
Administration	4	$68	$272
Subtotal			**$11,160**
Annual Report			
Principals	160	$136	$21,760
Associates	440	$91	$40,040
Administration	36	$68	$2,448
Subtotal			**$64,248**
Adaptive Management Recommendations			
Principals	120	$136	$16,320
Associates	48	$91	$4,368
Administration	16	$68	$1,088
Subtotal			**$21,776**
Project Management, Meetings and Preparation			
Principals	316	$136	$42,976
Associates	72	$91	$6,552
Administration	16	$68	$1,088
Subtotal			**$50,616**
Total Labor			
Principals	996	$136	$119,136
Associates	768	$91	$65,520
Administration	85	$68	$5,576
Subtotal			**$190,232**
EXPENSES			
Travel (Mileage 1500/trip @ $0.52-$0.56/mi)	10	$780	$7,800
Lodging	36	$125	$4,500
Per Diem	36	$75	$2,700
Subtotal			**$15,000**
ANNUAL TOTAL			**$205,232**

Table 5. Range Monitoring	
Task	**People Days**
Utilization	45
Irrigated Pasture Condition	1
Range Trend	110
Woody Recruitment	32
Analysis and Reporting	30
Total	**218**

Analysis of Agreement for Invasive Plant Management (2005-2012)

Inyo and Mono Counties' Agricultural Commissioner's Office and

City of Los Angeles Department of Water and Power

Background

Non-native invasive plant species create many problems. These problems can be local or regional, and consequences can also span from environmental to economic. In California invasive weed species are responsible for billions of dollars of economic losses, with over $80 million spent each year on control efforts alone. Effective management of this biological pollution is very important to our way of life in Inyo and Mono Counties, the Eastern Sierra region, and statewide.

Linkages exist between the environmental consequences of weed infestation and larger environmental problems. A single negative effect of invasive plant colonization, such as erosion due to poorly adapted root structures, results usually in other issues from this single problem, such as downstream sedimentation increases or decreased flood control capacity. Viewing the impacts of a weed infestation in one area relative to the negative issues created by these impacts on a regional scale can be abstract and difficult to quantify. True evaluation of the comprehensive consequences of weed infestation requires examination of not just the acute negative effects, but also the chronic and longer term damage created by the multiplication of acute effects.

Environmental Consequences

Non-native weeds did not evolve in areas they invade, and therefore have different (and much more aggressive usually) adaptations for survival. These adaptations result in environmental harm to areas where weeds colonize outside of their native territory. Many threats that invasive plants pose lead to other issues, and the impacts stemming from these species often reach a watershed or regional scope. Most of these species colonize rapidly once spread by wind, water, wildlife, and disturbance. Some examples of damage resulting from invasive plant infestation include:

- Increased streambank erosion
- Decreased water quality due to sedimentation
- Decreased flood control capacity
- Diminished groundwater capacity
- Decreased biodiversity
- Damaged wildlife habitat

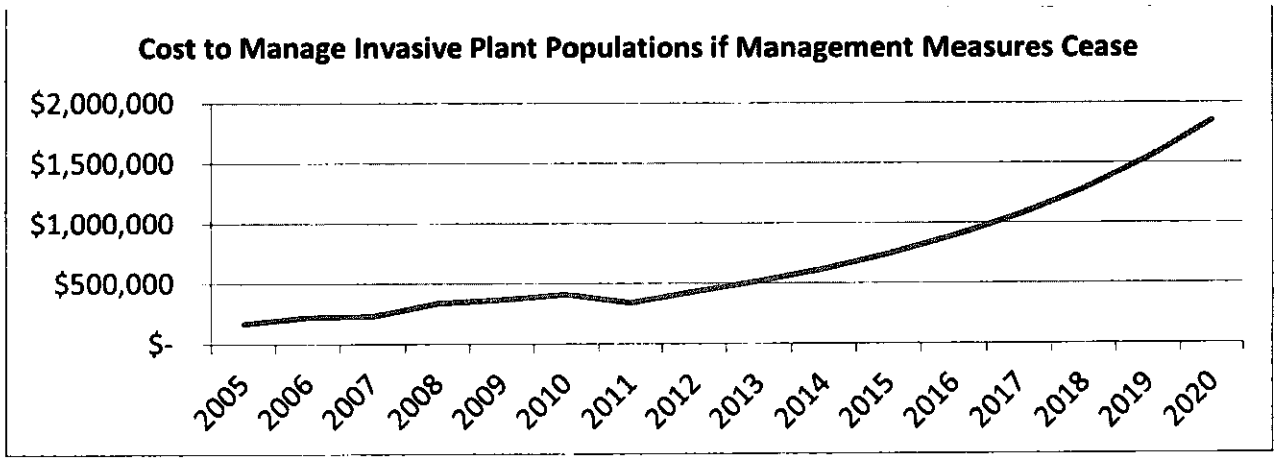
- More severe and frequent fire events
- Increased peril to threatened and endangered species

Economic Consequences

The negative economic effects of invasive plant colonization are difficult to quantify fully. The high cost of management once infestations are allowed to establish, or the losses to property value and crop yields, can be assessed easily. More difficult to assess is the cost associated with increased fire occurrence and severity, losses of water quality and quantity, or more frequent flooding events.

An example of quantifying the cost of weed infestation can be found in a 2008 study by the University of Nevada, Reno, on the economic consequences of Perennial pepperweed control. This study also highlights the value of an active and effective management program. Findings indicate that Perennial pepperweed spreads rapidly and becomes more tenacious the longer it is established in an area, making control more difficult over time. The study found that the cost of controlling a ten acre plot of Perennial pepperweed in the first year to be $12,647, but delaying treatment ten years leads to a cost of $174,350. This figure considers only the cost of management, and not the loss of land value or value to the local and regional community.

The value associated with control of invasive populations alone is equivalent to stopping further degradation of resources, wildlife habitat, and land value. Controlling and reducing weed infestations prevents further spread and can be viewed as an investment that will lower future management costs. If a population is allowed to persist, it will grow larger and future eradication will require more time. Acting expediently to control and eradicate invasive plant populations saves future resources, both natural and economic. The chart below highlights the increase in weed populations and cost on Los Angeles Department of Water and Power (LADWP) lands, based on 20% expansion per year, well below the accepted 33% rate of spread annually for Perennial pepperweed.



Collaboration

The Inyo and Mono Counties Agricultural Commissioner's Office (AgComm) and LADWP are both members of the Eastern Sierra Weed management Area (ESWMA) group. The mission of this group reads:

> "The Eastern Sierra Weed Management Area will cooperate and coordinate activities necessary for the prevention and control of noxious and invasive weeds within the boundaries of the ESWMA, in Inyo and Mono Counties. The emphasis of these activities shall be focused on prevention, detection, and eradication of noxious and invasive weeds, through education and integrated pest management."

Interaction between members of this group promotes cooperation with weed management projects and activities. Viewing invasive plant issues without the lens of jurisdictional or other boundaries helps land managers to see the consequences of these weeds as they truly are – regional, watershed-wide problems.

AgComm and LADWP have had a positive and cooperative working relationship historically with regards to both invasive plant management efforts, and also various other issues related to LADWP's vast land holdings in Inyo and Mono Counties. Agricultural producers lease much of the land downed by LADWP within these two counties, and many land management related issues that may arise are of concern to both entities.

Purpose of the LADWP/AgComm Invasive Plant Agreement

The 2005 Agreement between the County of Inyo and City of Los Angeles Department of Water and Power for the Provision of Noxious Weed Management Services (Agreement) attempts to address invasive plant management on LADWP lands, both within the Lower Owens River Project (LORP) area, and also outside the LORP boundaries that lie within Inyo and Mono counties. The agreement places first priority on LORP activities, and a secondary priority on management activities outside of the LORP boundaries. Requirements for AgComm efforts are limited to the amount provided by LADWP to AgComm for manpower, materials, and overhead needed to conduct detection, control, and eradication activities on the invasive plants noted specifically in the agreement.

The LORP portion of the workplan included in Attachment A of the Agreement provides AgComm with resources to conduct management activities within the LORP boundaries. LADWP provides AgComm with $50,000 annually for these activities, which include the detection, control, and eradication invasive weed populations **known to exist in 2005**. Known LORP infestation at that time included four sites located on 56 gross acres.

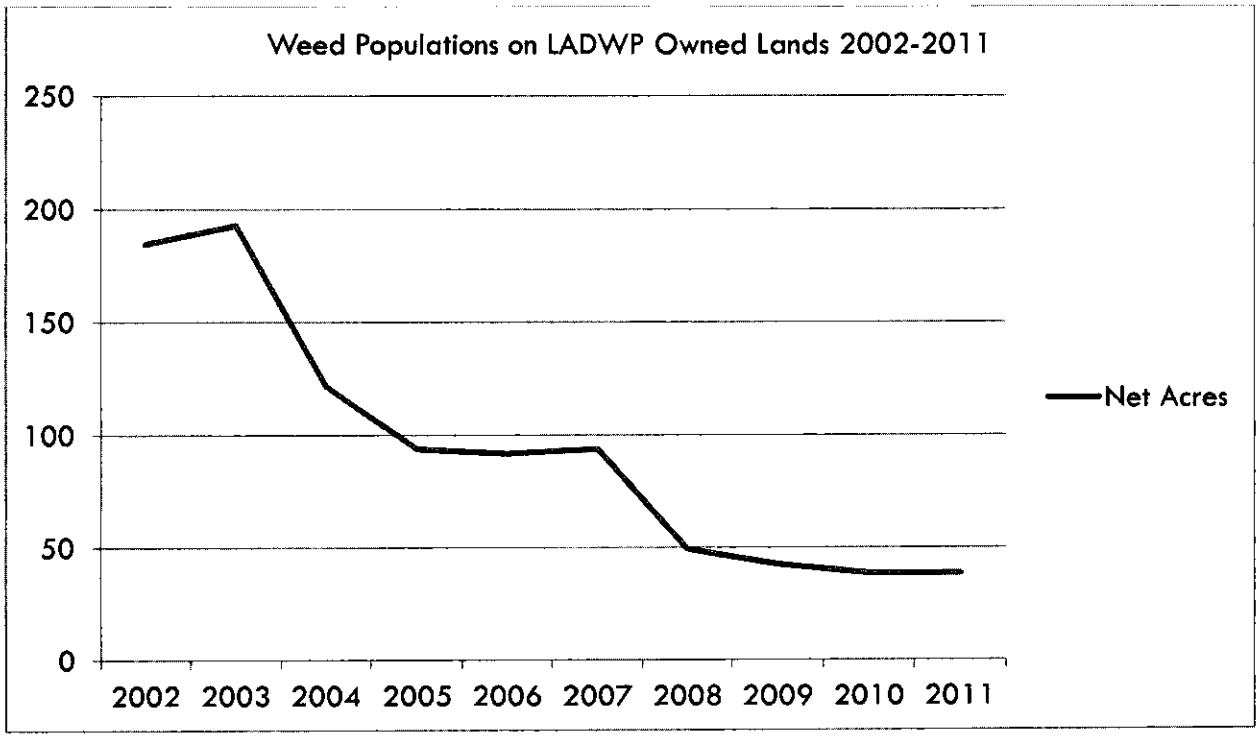
The portion of the agreement that extends beyond the LORP boundaries provides AgComm with $150,000 annually to monitor and control new and previously unidentified weed infestations on LADWP lands that have potential to spread into the LORP area. The agreement explains that AgComm may not have the ability to manage invasive plant populations properly that extend beyond those populations known in 2005. These sites were identified in Attachment B of the agreement, and numbered 87 sites over 17,261 gross acres.

AgComm activities are further limited to the following five specific invasive plant species:

- *Lepidium latifolium* (Perennial pepperweed)
- *Cirsium arvense* (Canada thistle)
- *Acroptilon repens* (Russian knapweed)
- *Centaurea maculosa* (Spotted knapweed)
- *Carderia draba* (Hoary cress)

Accomplishments of the Agreement

AgComm has managed successfully all populations included in the agreement since 2005. Of the original sites identified in the Agreement, 14% have been eradicated (no growth present for five or more years), and 70% have declined from 2005 levels. In addition to these original sites, 36 new sites have been identified which include an additional 10.2 net and 14,779 gross acres. The chart below outlines the total net acreage difference from 2005 to 2011 for all LADWP sites. Note that this chart **includes** acreage of new sites discovered through monitoring since 2005.



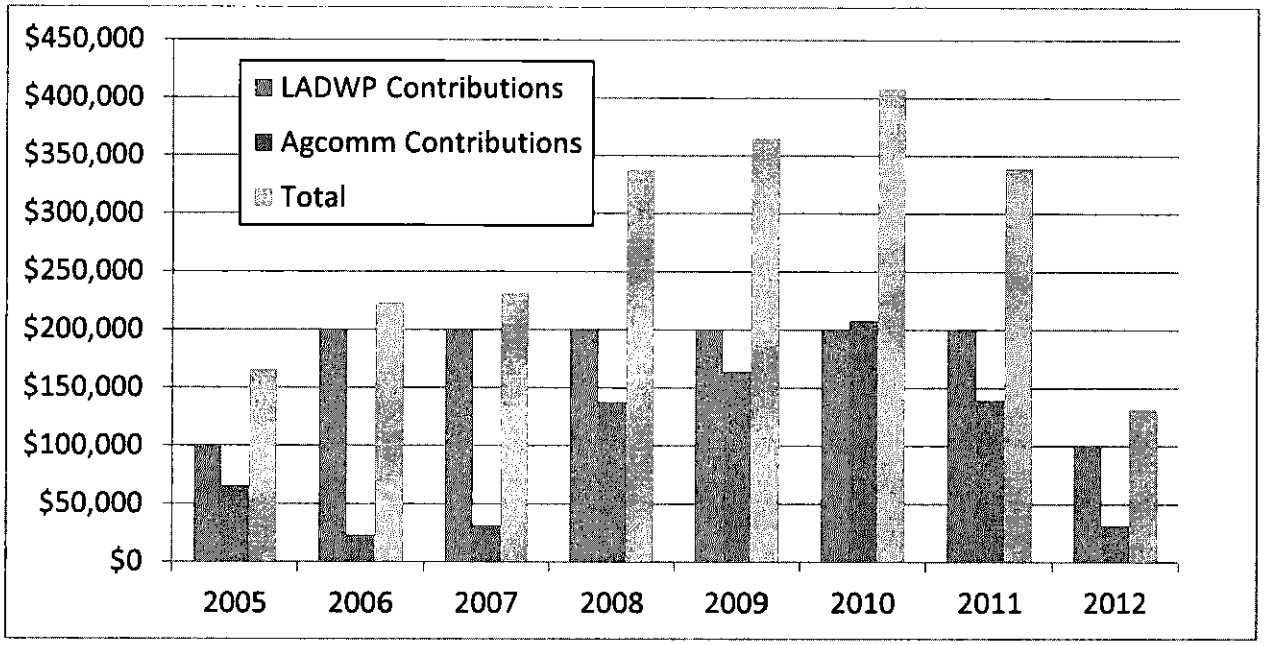
Present Scope of Management

As noted previously, AgComm conducts monitoring and detection efforts on LADWP lands to ensure pioneer invasive plant populations do not become established in LORP areas. Discovery of additional weed sites that resulted from this monitoring and detection activity has increased the scope of work conducted by AgComm, despite the decline of the majority of sites known in 2005. Monitoring and survey has resulted in the following data:

Year	Number of Sites	Gross Acreage	Net Acreage	Acres Surveyed	Change in Gross Acreage Managed	Original Cost x Gross Acre Increase
2005	91	17,317	92.77	-	0%	$200,000
2006	86	23,560	90.84	65,000	+36.05%	$272,103
2007	87	22,488	92.94	40,000	+29.86%	$259,752
2008	98	29,755	48.49	78,827	+71.83%	$343,651
2009	110	30,031	42.80	59,747	+73.42%	$346,838
2010	125	32,080	38.60	45,762	+85.25%	$370,503
2011	127	32,096	38.70	74,746	+85.34%	$370,688

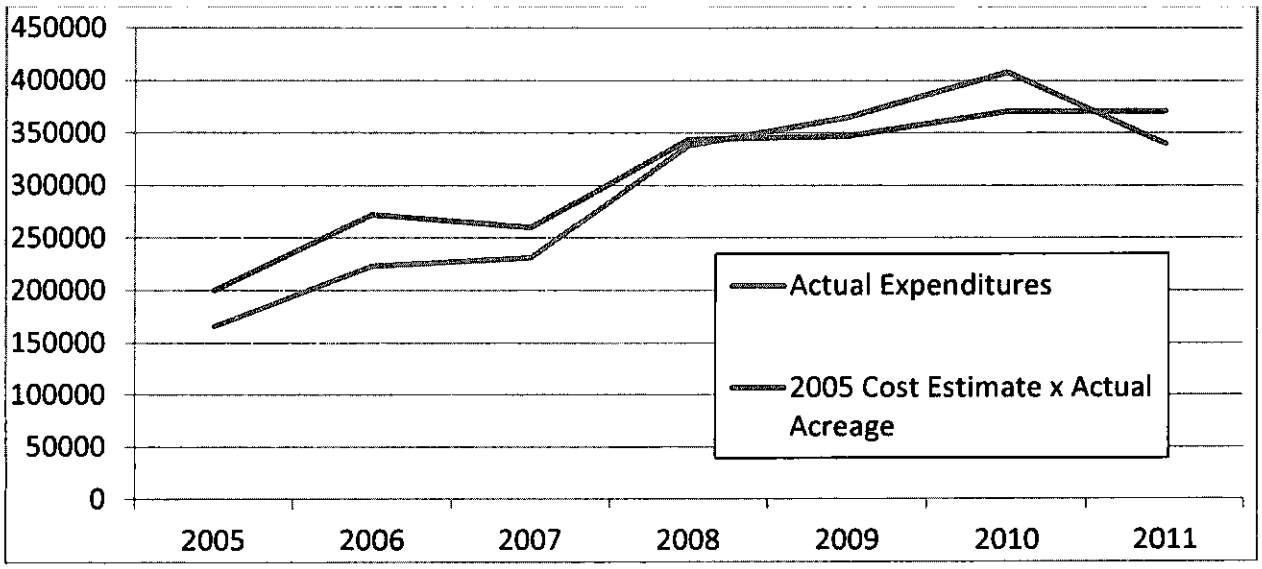
Despite the vast increase in known invasive plant sites, AgComm has maintained the ability to manage the original sites from 2005 **and** all new discovered sites at an acceptable level. Total net acreage of weed populations has thus decreased 58.3% over the past seven years notwithstanding these expanding site numbers. Expenditures have far exceeded the original resources provided by LADWP under the Agreement.

AgComm has supplemented LADWP resources to enable management of newly discovered invasive plant sites through various grant agreements. These grant resources were researched, applied for, and managed by AgComm. **From 2005 to present, AgComm has contributed over $800,000 to conduct invasive plant management activities on City of Los Angeles land.** In 2010 alone, AgComm contributed over $208,000, surpassing contributions from LADWP for work benefitting LADWP on city-owned lands. This figure represents 85% of all grant resources obtained by AgComm, more than a fair amount considering AgComm spends 80% of management time on LADWP lands. Without these voluntary contributions by AgComm, resources in labor, materials, and administration would fall short of the amount required to manage populations effectively during the past several years. The chart on the following page illustrates the resources used on LADWP lands.



Future Outlook

To continue a minimal level of control over present weed populations over another seven-year period, AgComm would require at least the three-year moving average of $370,000 per year. Acceptable detection, eradication, and control efforts will require a figure closer to $400,000. This would allow for mitigation of slight inflation over the seven-year period. This figure is double that of the 2005 agreement, but known acreage has increased 85%. If current gross acreage prevails, $400,000 per year would amount to a cost of $4.72 per managed acre (assuming Perennial pepperweed sites receive three site visits). This estimate is consistent with the increase in acres managed, and agrees with actual expenditures from past years:



With the loss of resources provided by the State of California Department of Food and Agriculture (CDFA) for invasive plant management activities, and a general decline in available grant resources, **it is probable that AgComm will not have the ability to contribute to LADWP weed projects at levels equal to the last seven years.** AgComm has been able to assist LADWP in acquiring resources to adequately contend with weedy threats, but LADWP may have to provide a more sufficient contribution to maintain lands in accordance with state law.

As a landowner, LADWP is required to control rated weeds on city property pursuant to CDFA Code, Division 4, Chapter 6, Sections 5401-5405. The cooperative history between LADWP, AgComm, and the agricultural producers that lease lands from LADWP has generated significant past management success. Because of this history, AgComm is optimistic that either a new agreement or a change in project administration may continue these mutual efforts.

For Clerk's Use Only:
AGENDA NUMBER

30

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: County Administrator

FOR THE BOARD MEETING OF: May 15, 2012

SUBJECT: Approval of new 457 Deferred Compensation Plan

DEPARTMENTAL RECOMMENDATION:
Request Board approve: 1) A Resolution entitled " Resolution 2012_____, Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a Money Purchase Plan, Naming the County Administrator as Coordinator, and Authorizing the County Administrator to Execute all necessary Agreements incidental to Administration of the Plan" and authorize the Chairperson to sign. 2) Approve the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust Adoption Agreement, 3) A Resolution entitled " Resolution 2012_____ Resolution of the Board of Supervisors, County of Inyo, State of California, adopting a 457 Deferred Compensation Plan Naming the County Administrator as Coordinator, and Authorizing the County Administrator to Execute all necessary Agreements incidental to Administration of the Plan" and authorize the Chairperson to sign. 4) A Resolution entitled "Resolution 2012_____, Resolution of the Board of Supervisors, County of Inyo, State of California, authorizing the retirement plan to permit loans, and authorize the Chairperson to sign. 5) Approve the Administrative Services Agreement and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
We are seeking to provide employees with a new choice for retirement savings by adding ICMA-RC to the list of investment advisor-brokers. ICMA-RC is an independent, non-profit organization whose sole mission is to help public sector employees build retirement security. It is a well-established organization that manages over $38 billion in assets. Since it is a non-profit organization, investment fees are expected to be lower. Of course, PERS also specialized in public sector employee retirement savings plans, but ICMA-RC is a good alternative for those employees who would rather not have their retirement savings in the same basket as their pension.

The two plans that are being requested are the 401(a) defined contribution plan and a 457 deferred compensation plan. Both plans are named after the Internal Revenue Code Section that governs their tax treatment.

The 401(a) is a retirement savings plan that allows the employee to set aside money for retirement. It allows contributions to be made by the employer, employee or both. The contributions may be made on either a mandatory or a voluntary basis. The employer decides on the method of participant contribution. The most common method is direct employer contributions with or without a required employee contribution. Employer contributions can be a fixed percentage of employee contributions, salary or a given dollar range.

The 457 deferred compensation plan is a supplemental retirement savings program that allows the employee to make contributions on a pre-tax basis. In California, Federal and State income taxes are deferred until the assets

are withdrawn, usually during retirement when hopefully, the retiree is in a lower tax bracket. Not only do the contributions reduce current income taxes, the investment earnings are tax deferred. Unlike the other 457 plans that the County currently participates in, this plan will allow employees to borrow from their plan assets.

Both of these plans allow the employee to roll the investments over into an IRA if they separate from employment with the County.

ALTERNATIVES:

Not approve and direct staff to investigate other 457 plans.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor Controller

FINANCING:

Not costs associated with this action

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: 5.7.12
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Lisa L. Chapman Approved: ✓ Date: 5/7/12
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: 5/7/12
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 05-07-2012

Resolution 2012 -_____

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING A 457 DEFERRED COMPENSATION PLAN NAMING THE COUNTY ADMINISTRATOR AS COORDNATOR, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ALL NECESSARY AGREEMENTS INCIDENTAL TO ADMINISTRTION OF THE PLAN

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the Employer desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in the VantageTrust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

NOW THEREFORE BE IT RESOLVED that the Employer hereby adopts the deferred compensation plan (the "Plan") in the form of, The ICMA Retirement Corporation Deferred Compensation Plan and Trust, referred to as Appendix A.

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of the Trust of the VantageTrust Company, attached hereto as Appendix B, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust Company.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the County Administrator shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or the VantageTrust Company; shall cast, on behalf of the Employer, any required votes under the VantageTrust Company; Administrative duties to carry out the plan may be assigned to the

appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

PASSED AND ADOPTED by the governing body of the County of Inyo this 8th day of May, 2012.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Marty Fortney, Chairperson, Inyo County Board of Supervisors

ATTEST: KEVIN CARUNCHIO
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board

RESOLUTION 2012 -_____

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE RETIRMENT PLAN TO PERMIT LOANS

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a retirement plan (the "Plan") for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, nd by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that permitting participants in the retirement plan to take loans form the Plan will serve these objectives;

NOW THERFORE BE IT RESOLVED that the Plan will permit loans.

PASSED AND ADOPTED by the governing body of the County of Inyo 15th day of May, 2012.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Marty Fortney, Chairperson

ATTEST: KEVIN CARUNCHIO
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board

RESOLUTION 2012_____

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, FOR ADOPTING A MONEY PURCHASE PLAN NAMING THE COUNTY ADMINISTRATOR AS COORDINATOR, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ALL NECESSARY AGREEMENTS INCIDENTAL TO ADMINISTRATION OF THE PLAN

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in the VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "plan") in the form of :

The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of VantageTrust, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust; and

BE IT FURTHER resolved that County Administrator shall be the coordinator for the Plan; shall receive reports, notices, etc., from the ICMA Retirement Corporation or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes the County Administrator to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan.

PASSED AND ADOPTED by the governing body of the County of Inyo this 8th day of May, 2012.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Marty Fortney, Chairperson, Inyo County Board of Supervisors

ATTEST: KEVIN CARUNCHIO
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

County of Inyo

Type: 401

Account #: 106562

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the day of , 2011 (herein referred to as the "Inception Date"), between the International City/County Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the County of Inyo ("Employer"), a county organized and existing under the laws of the State of California with an office at 224 North Edwards Street, Independence, California 93256.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust (the "Trust") is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, the Trustee of the Trust;

ICMA-RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide." ("Retirement Investment Guide").

The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and the investment, management, and distribution of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely basis regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

4. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

(a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this

Agreement. The ability of ICMA-RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for ICMA-RC to serve in that capacity.

(b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and is a member in good standing with Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

(c) ICMA-RC shall maintain and administer the Plan in compliance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the

creation, adoption or operation of the Plan and the Trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law.

(f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VantageTrust Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VantageTrust Retirement Income Advantage Fund.

(g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(h) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

6. Compensation and Payment

(a) **Plan Administration Fee**. The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed based on average daily net Plan assets in the Trust.

(b) **Mutual Fund Services Fee.** There is an annual charge of 0.15% assessed against average daily net Plan assets invested in the Trust's non-proprietary Trust Series funds.

(c) **Compensation for Management Services to the Trust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. The fees referred to in this subsection are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC may receive payments from such third party mutual funds or their service providers, which may be in the form of 12b-1 fees, service fees, or compensation for sub-accounting or other services provided by ICMA-RC on behalf of the funds.

(d) **Employer Fee.** There shall be an annual Employer fee of $1,000.00. The annual Employer Fee will be billed in equal amounts on a quarterly basis and is payable within 30 days after the quarterly billing cycle. The Employer Fee will be charged as long as there are Plan assets, regardless of the status of the participant(s). The Employer acknowledges that, in the event the Employer fails to pay the Employer fee when due, such fee shall be paid directly from assets held on behalf of the Plans(s) under the Trust, i.e., deducting the fees from the Plan participant accounts. Plans that are initially established mid-year will be billed on a pro-rata basis.

(f) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 6 (a) and (b) shall be paid out of the Plan assets held by the Trust and shall be paid by the Trust, to the extent not paid by the Employer. All payments to ICMA-RC pursuant to this Section 6(d) shall be paid directly by Employer, and shall not be deducted from Plan Assets held by the Trust. The amount of Plan assets held in the Trust shall be adjusted by the Trust as required to reflect such payments. In the event that the Employer agrees to pay amounts owed pursuant to this section 6 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets held by the Trust.

The compensation and payment set forth in this section 6 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the

term of this Agreement.

7. Contribution Remittance

Employer understands that amounts invested in the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

8. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VantageTrust PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VantageTrust PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VantageTrust PLUS Fund).

10. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.

(c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic or special mailing.

11. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

> **ICMA-RC**: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
> **Facsimile**; (202) 962-4601
>
> **Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

COUNTY OF INYO

By _____ Date _____
Signature

_____
Name and Title (Please Print)

INTERNATIONAL CITY/COUNTY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By _____
Angela C. Montez
Assistant Corporate Secretary

Please return fully executed contract to:

New Business Unit
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

(a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Plan sponsor will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.

(b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Trust. Participants can complete allocations through Investor Services, Voice Response System or through Account Access, the secure participant online system provided by ICMA-RC.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access, EZLink or form), beneficiary designation instructions and all other and documents concerning each participant's account, and if applicable, records of any transaction conducted through the Voice Response Unit ("VRU"), Account Access or other electronic means.

(f) Provision of periodic reports to the Employer through EZLink Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday

through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.

(i) Making available a toll-free number and access to VantageLine, ICMA-RC's interactive VRU, and ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any time. Account access and VantageLine are normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://harper1.icmarc.org/login.jsp

(j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.

(k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.

(l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.

(m) Online Advice may be made available through a third party vendor on the terms specified on ICMA-RC's website.

(n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

County of Inyo

Type: 457

Account #: 306906

Plan number 306906

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of the day of , 2011 (herein referred to as the "Inception Date"), between the International City/County Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the County of Inyo ("Employer"), a county organized and existing under the laws of the State of California with an office at 224 North Edwards Street, Inyo, California 93256.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust (the "Trust") is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, the Trustee of the Trust;

ICMA-RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide." ("Retirement Investment Guide").

The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and the investment, management, and distribution of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely basis regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

4. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

(a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this

Agreement. The ability of ICMA-RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for ICMA-RC to serve in that capacity.

(b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and is a member in good standing with Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

(c) ICMA-RC shall maintain and administer the Plan in compliance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

(e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the

creation, adoption or operation of the Plan and the Trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law.

(f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VantageTrust Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VantageTrust Retirement Income Advantage Fund.

(g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

(h) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

6. Compensation and Payment

(a) **Plan Administration Fee**. The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed based on average daily net Plan assets in the Trust.

(b) **Mutual Fund Services Fee**. There is an annual charge of 0.15% assessed against average daily net Plan assets invested in the Trust's non-proprietary Trust Series funds.

(c) **Compensation for Management Services to the Trust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds**. Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. The fees referred to in this subsection are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC may receive payments from such third party mutual funds or their service providers, which may be in the form of 12b-1 fees, service fees, or compensation for sub-accounting or other services provided by ICMA-RC on behalf of the funds.

(d) **Redemption Fees**. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.

(e) **Payment Procedures**. All payments to ICMA-RC pursuant to this Section 6 shall be paid out of the Plan assets held by the Trust and shall be paid by the Trust, to the extent not paid by the Employer. The amount of Plan assets held in the Trust shall be adjusted by the Trust as required to reflect such payments. In the event that the Employer agrees to pay amounts owed pursuant to this section 6 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets held by the Trust.

The compensation and payment set forth in this section 6 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

7. Contribution Remittance

Employer understands that amounts invested in the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

8. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VantageTrust PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VantageTrust PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VantageTrust PLUS Fund).

10. Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties.

(b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.

(c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these

will be announced through the Employer Bulletin, quarterly statement, electronic or special mailing.

11. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

> **ICMA-RC**: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
> **Facsimile**; (202) 962-4601
>
> **Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

COUNTY OF INYO

By _____ Date _____
Signature

_____
Name and Title (Please Print)

INTERNATIONAL CITY/COUNTY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

Angela C. Montez

By _____
Angela C. Montez
Assistant Corporate Secretary

Please return fully executed contract to:

New Business Unit
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

(a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site. Plan sponsor will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.

(b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

(c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Trust. Participants can complete allocations through Investor Services, Voice Response System or through Account Access, the secure participant online system provided by ICMA-RC.

(d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

(e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access, EZLink or form), beneficiary designation instructions and all other and documents concerning each participant's account, and if applicable, records of any transaction conducted through the Voice Response Unit ("VRU"), Account Access or other electronic means.

(f) Provision of periodic reports to the Employer through EZLink Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.

(g) Communication to participants of information regarding their rights and elections under the Plan.

(h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday

through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.

(i) Making available a toll-free number and access to VantageLine, ICMA-RC's interactive VRU, and ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any time. Account access and VantageLine are normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at https://harper1.icmarc.org/login.jsp

(j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.

(k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.

(l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.

(m) Online Advice may be made available through a third party vendor on the terms specified on ICMA-RC's website.

(n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

For Clerk's Use Only:
AGENDA NUMBER

31

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Appointment to the Inyo Fish and Wildlife Commission

DEPARTMENTAL RECOMMENDATION: - Request Board appoint two members to serve on the Inyo Fish and Wildlife Commission to complete a four-year terms ending October 6, 2015. *(Notice of vacancy resulted in requests for appointment being received from Mr. Toby Dickinson, Mr. Gary Gunsolley and Mr. Doug Brown)*

SUMMARY DISCUSSION: Your Board was notified of two regular vacancies on the Inyo Fish and Wildlife Commission. The vacancies were noticed per your Board's procedure. Requests for appointment were received from Mr. Toby Dickinson, Mr. Doug Brown and Mr. Gary Gunsolley. Mr. Brown and Mr. Gunsolley currently serve on the Commission and are requesting to be reappointed. There are two positions on the Commission which need to be filled and its is recommended that your Board make the selection from the applicants requesting appointment.

ALTERNATIVES: - Your Board could choose to continue the recruitment for members. This alternative is not recommended in that you have qualified applicants seeking appoint and further recruitment may not result in additional applications.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: - There is no fiscal impact associated with this request.

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

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

May 7, 2012

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

RE: Inyo Fish and Game Commission

Dear Board;

My name is Toby Dickinson. I am an Inyo County resident and previously served on the Inyo Mono Fish and Game Commission. I am currently employed, part time at Mac's Sporting Goods in Bishop. I would be very interested in serving, again, on the present Inyo County Fish and Game Commission.

Toby W. Dickinson

Toby W. Dickinson

RECEIVED
2012 MAY -9 PM 4:05

BROCK'S

Flyfishing Specialists LLC
100 N. Main Street
Bishop, CA 93514
(619) 872-3581 FAX (619) 872-3581

RECEIVED
2012 MAY -9 PM 4:07
INYO
ADM
CLERK

May 7, 2012

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

Dear Board Members:

I have had the pleasure of serving on the Inyo Fish and Wildlife Commission for the last three years. I enjoy my work on the Advisory Commission and believe that the Commission recommendations are sound and beneficial in support of our local fishing and wildlife resources. As the owner of the local flyfishing shop in Bishop, the enhancement and protection of our local fishing and wildlife resources and habitat is vital to the long-term viability of not only my business but also our local economy. It has been a privilege to serve on the Fish and Wildlife Commission for the past three years, and I respectfully request that you give me the opportunity to continue to serve by reappointing me to another term on the Commission.

Your consideration of this request is greatly appreciated.

Sincerely,

Gary Gunsolley

Gary Gunsolley, Owner

May 17, 2012
Douglas Brown
325 Rossi Hill Rd.
Bishop, Ca. 93514
760-937-7963, 760-873-7205
kellib4@aol.com

Dear Inyo County Board of Supervisors,

I wish to submit an application for appointment to the Inyo Fish and Wildlife commission. I am a current resident of Inyo County. I am also a business owner of businesses in Inyo and Mono Counties. I currently serve as Chairman of the California Deer Association, Easter Sierra Chapter, am on the Project Committee for the CDA, and have recently been appointed to the State Board of Directors for the California Deer Association.

I have enjoyed serving on the Fish and Wildlife Commission for the last two years, and would be honored to continue as a Board member for another term.

Thank you for your consideration,

Doug Brown

Doug Brown

RECEIVED
2012 MAY 17 PM 1:16
INYO
CO.
CLERK

For Clerk's Use Only:
AGENDA NUMBER

32

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request Board approve the minutes of the Board of Supervisors Meetings of A) May 8, 2012; and B) May 15, 2012.

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 web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

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

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

For Clerk's Use Only:
AGENDA NUMBER

33

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☒ Scheduled Time for 11:30 AM ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: **June 5, 2012**

SUBJECT: Ordinance establishing fees for the Inyo County Driving-Under-the-Influence Program

DEPARTMENTAL RECOMMENDATION:

Request Board conduct a public hearing to (1) waive the first reading of an ordinance that will repeal current Ordinance No. 1115 entitled "an Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Inyo County Driving-Under-the-Influence Program Fees", and (2) schedule June 12, 2012, at 11:30 a.m. in the Board of Supervisors Room at the County Administrative Center, in Independence, as the time, date and place for the enactment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County of Inyo has established a Driving-Under-the-Influence Program which is licensed by the California Department of Alcohol and Drug Programs pursuant to Health and Safety Code §11837.4. Health and Safety Code §11837.4 authorizes and requires the County to charge fees sufficient to make the Driving-Under-the-Influence Program self-supporting. After examination of the cost of the current program was calculated, the fees established do not reasonably cover the cost to the County of providing the service to which they apply. When client fees are insufficient to cover the costs of providing the service, the necessary funding must come out of the Substance Use Disorders (SUD) budget and therefore impacts the ability to provide other SUD services. The California Department of Alcohol and Drug Programs has approved the proposed fee changes, and the proposed fee schedule is now coming before you as part of a new ordinance to be approved by your Board.

ALTERNATIVES:

Your Board could choose not to enact this new ordinance that would increase the fees for the Driving-Under-the-Influence Program. Doing so would further cause the County to provide this program to the public at a rate that does not reasonably cover the costs that the County incurs to provide these services.

OTHER AGENCY INVOLVEMENT:

California Department of Drug and Alcohol Program, Courts

FINANCING:

The client fees are deposited into the DUI Trust (505305), and transferred into the Drinking Driver Program Budget (045312) under the DUI Trust Object Code (4743) quarterly as expenses are incurred.

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: yes Date: 5/29/2012
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 5/30/12
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: 5/29/12
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING INYO COUNTY DRIVING-UNDER-THE-INFLUENCE
PROGRAM FEES

The Board of Supervisors of Inyo County ordains as follows:

Section I: FINDINGS

The County, through its Driving-Under-The-Influence Program, provides education and counseling services for those convicted of driving under the influence of drugs and alcohol. In enacting this Ordinance this Board finds that the cost to the County of providing Driving-Under-The-Influence Program exceeds the revenue generated by the fees that the County currently charges for the program; that it is in the public interest and required by statute that those fees be based on an examination of the cost of providing those services; that, based on an examination of the cost of the current program, the fees established herein do not exceed the reasonable cost to the County of providing the services to which they apply; and that the California Department of Alcohol and Drug Programs (Department) has approved the proposed fees.

Section II: PURPOSE

The purpose of this ordinance is to raise fees for the provision of the Driving-Under-The-Influence Program to recover the costs of providing the program.

Section III: AUTHORITY

The County of Inyo has established a Driving-Under-The-Influence Program which is licensed by the Department pursuant to Health and Safety Code § 11837.4. Health and Safety Code § 11837.4 authorizes and requires the County to charge fees sufficient to make the program self-supporting and places responsibility for approving all Driving-Under-The-Influence Program fee schedules with the Department. Government Code § 66018 provides the procedure for adopting and revising such fees.

Section IV: COUNTY ORDINANCE 1115 REPEALED

On the effective date of this Ordinance, Ordinance No. 1115 establishing fees for the Inyo County Driving-Under-The-Influence Program is repealed.

Section V: Fees

The County of Inyo Driving-Under-The-Influence Program fees are hereby established as follows, per participant:

First Offender Wet and Reckless (W&R) Educational Program – Four hundred and thirty six dollars ($436)
First Offender Program (FOP) – Seven hundred and ninety three dollars ($793)
First Offender Program .20 (FOP2) – One thousand and forty eight dollars ($1,048)
First Offender Program .20/9 Month (FOP2/9mo.) – One thousand three hundred and thirty seven dollars ($1,337)
Multiple Offender Program (MOP) – Two thousand one hundred and forty dollars ($2,140)

Fee waivers and extended payment schedules shall be as established by the California Department of Alcohol and Drug Programs.

Section VI: EFFECTIVE DATE

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

PASSED AND ADOPTED this _____ day of _____, 2012.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marty Fortney, Chairman
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio, Clerk of the Board

By:_____
Pat Gunsolly, Assistant Clerk of the Board

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

EDMUND G. BROWN JR., GOVERNOR

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
1700 K STREET
SACRAMENTO, CA 95811-4037
TTY/TDD (800) 735-2929

April 6, 2012

Linda Benson, Administrator
Inyo County Alcohol and Drug Programs
162 Grove Street
Bishop, California 93514

Dear Ms. Benson:

This letter is in response to your request for an increase of the DUI program fees for Inyo County Substance Abuse Services.

Upon review of the information received, approval is granted for the Driving-Under-the-Influence program fees as follows:

- Wet Reckless/12-hour education program $436.00
- 3-month first offender program $793.00
- 6-month first offender program $1,048.00
- 9-month first offender program $1,337.00
- 18-month program $2,140.00

If you have questions or require additional information, please call me at (916) 324-8351.

Sincerely,

STEVE LEIGHTON, Analyst
Driving-Under-the-Influence Program Branch

Flex your Power

DO YOUR PART TO HELP CALIFORNIA SAVE ENERGY
For energy saving tips, visit the Flex Your Power website at
http://www.fypower.org

INYO COUNTY DRIVING UNDER THE INFLUENCE PROGRAM
PROGRAM REQUIREMENTS AND FEES

This fee payment agreement has been established and approved by both the Count of Inyo and the State Department of Alcohol and Drug Programs.

Wet and Reckless Educational Program (W&R)

Activity	# of hours	# of contacts	Cost per activity	Total
Individual Alcohol Assess.	1	1	$238	$238
Educational Classes	12	6	$ 33	$198
Total	**13**	**7**		**$436**

Minimum enrollment period: None Maximum numbers of absences: 2

Participant signature Date

First Offender Program (FOP)

Activity	# of hours	# of contacts	Cost per activity	Total
Individual Alcohol Assess.	1	1	$238	$238
Educational Classes	12	6	$ 33	$198
Group Counseling	18	9	$ 34	$306
Face-to-Face	0.75	3 @ 15 min	$ 17	$ 51
Total	**31.75**	**19**		**$793**

Minimum enrollment period: 13 weeks Maximum numbers of absences: 5

Participant signature Date

First Offender Program .20 (FOP2)

Activity	# of hours	# of contacts	Cost per activity	Total
Individual Alcohol Assess.	1	1	$238	$238
Educational Classes	12	6	$ 33	$198
Group Counseling	32	16	$ 34	$544
Face-to-Face	1	4 @ 15 min	$ 17	$ 68
Total	**46**	**27**		**$1,048**

Minimum enrollment period: 6 months Maximum numbers of absences: 7

Participant signature Date

First Offender Program .20/9 months (FOP2/9mo.)

Activity	# of hours	# of contacts	Cost per activity	Total
Individual Alcohol Assess.	1	1	$238	$238
Educational Classes	12	6	$ 33	$198
Group Counseling	48	24	$ 34	$816
Face-to-Face	1.25	5 @ 15 min	$ 17	$ 85
Total	**62.25**	**36**		**$1,337**

Minimum enrollment period: 9 months Maximum numbers of absences: 7

Participant signature Date

Multiple Offender Program (MOP)

Activity	# of hours	# of contacts	Cost per activity	Total
Individual Alcohol Assess.	1	1	$238	$238
Educational Classes	12	6	$ 33	$198
Group Counseling	52	26	$ 34	$884
Face-to-Face	6.5	26 @ 15 min	$ 17	$442
Re-entry, Phase II	6	6	$ 63	$378
Total	**77.5**	**65**		**$2,140**

Minimum enrollment period: 18 months Maximum number of absences: 10

Participant signature Date

Additional Fees:

The following fees apply to all programs	$20.00	Missed activity fee
	$10.00	Transfer to another DUI program
	$40.00	Reinstatement after non-compliance
	$20.00	Returned check fee

General Assistance Level Additional fee:

$ 5.00	Missed activity fee
$10.00	Reinstatement after non-compliance

I agree to pay my program fees in the following manner (initials required):

_____ Fee payment agreement (without financial assessment)

_____ Fee payment agreement (with financial assessment)

_____ Fee waiver agreement. If you qualify for a ***Fee Waiver***, a monthly financial review will be conducted. **The Fee Waiver must be received in the office no later than the 15th of each month to qualify as a payment.** ***It will be your responsibility to show proof of income each month***. Failure to show proof of income, or to show up for the financial review, will be grounds for termination from the program. If financial responsibility is not documented, we will assume that you are financially able to pay the full program fee, and will be charged the full program fee from the date of that review.

I, _____, understand that the program fee is $_____ for W&R; $_____ for FOP; $_____for FOP2; $_____ for FOP2/9mo; or $_____ for MOP. After payment of the initial assessment/intake fee, my monthly payment for the program will be $_____ based on the fee payment schedule established above. Payments are due on the first of each month.

Note: Monthly fees may not be calculated to the amount of the cost for each unit of service.

*Payment amount subject of adjustment if participant is re-enrolling.

TERMINATION FROM PROGRAM DUE TO NON-PAYMENT OF FEES:

If payments are not received by the fifteenth (15) day of the month a Notification of Nonpayment will be sent to the participant. If payments are delayed by thirty (30) days the participant will be terminated from the program and sent back to court due to non-compliance.

I have read and understand the terms and conditions contained within the Program Requirements and fees

Participant signature Staff signature Date

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: June 5, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators:Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators:CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]. – Mt. Whitney Fish Hatchery, Independence, California - Negotiating Parties: County Administrator and State of California - Negotiations: Terms and Conditions

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.)* R Hall Approved: ✓ Date 5-30-12

DEPARTMENT HEAD SIGNATURE: R Hall Date: 5-30-12
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)