

# 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 I). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

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

**June 12, 2012**

**9:00 a.m. INVOCATION** by Supervisor Richard 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. **INTRODUCTION** – Ms. Zarka Popovic, Senior Deputy County Administrator, will be introduced to the Board.

**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 authorize the purchase of 103 computers (56 desktop computers and peripherals and 47 laptop computers and peripherals) from Techdepot in an amount not to exceed \$108,374.
6. **Integrated Waste Management** - Request approval of Amendment No. 1 to the Contract between the County of Inyo and Kern County that provides for the disposal of the Pearsonville and Homewood Canyon service area solid waste at the Kern County – Ridgecrest Sanitary Landfill, that (a) extends the term of the Contract by five years to an ending date of June 30, 2017, (b) increases the annual payment amount from \$8,716 to \$9,283.68, contingent upon the Board's adoption of future budgets, and (c) replaces Exhibit C with Exhibit C – Amendment No. 1 to reflect the schedule of rates and charges approved in the Kern County Ordinance No. G-8075; and authorize the Chairperson to sign.

### **CHILD SUPPORT SERVICES**

7. Request approval of the Contract between the County of Inyo and Gerardo Ramos for Spanish interpretive services for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$13,500, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

## **HEALTH AND HUMAN SERVICES**

8. **Behavioral Health Services** - Request approval to pay Symons Emergency Specialties, Inc., \$2,554.93, for a transport that occurred outside of the current fiscal year.
9. **Behavioral Health Services** – Request approval of the Contract between the County of Inyo and Davis Guest Home for the provision of mental health placement services for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$25,000, contingent upon the Boards adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.
10. **Mental Health Services** – Request Board approve and ratify the Agreement between the County of Inyo and Inyo County SELPA for the provision of educationally related Mental Health Services to meet the requirements of the individuals with Disabilities Education Act services and following the provisions of AB 114, for the period of July 1, 2011 through June 30, 2012; and authorize the Chairperson to sign.
11. **Social Services** – Request approval of the Memorandum of Understanding between Life Remedies and Celebrations, the nonprofit consortium providing Employer of Record services to In-Home Supportive Services (IHSS) providers, and the California United Homecare Workers Union for the period of June 12, 2012 through June 11, 2014; and authorize the Chairperson to sign.
12. **Social Services** – Request approval of the Inyo-Mono Disaster CalFresh Mutual Aid MOU and authorize the Chairperson to sign.
13. **Social Services** – Request approval of the Contract between the County of Inyo and the Regents of the University of California on behalf of its Davis Campus University Extension, for Child Welfare training services for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$16,720, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.
14. **Social Services** - Request approval of the Contract between the County of Inyo and the Regents of the University of California on behalf of its Davis Campus University Extension, for Eligibility services training for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$58,520, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

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

15. **SHERIFF'S DEPARTMENT** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the positions 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 Deputy Sheriff, the vacancies could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and C) approve the hiring of two Deputy Sheriffs at Range 67SA – SC (\$3,948 - \$5,296) and authorize hiring up to the D step for a qualified lateral applicant.
16. **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 Social Services 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 Health and Human Services Specialist, the vacancy can be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure a sufficient number of qualified candidates apply, if the position cannot be filled from an existing list; and C) approve the hiring of one full-time HHS Specialist at Range 53 (\$2,779 - \$3,380).
17. **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 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 Social Worker, 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, if one is not found on an existing list; and C) approve the hiring of one Social Worker II at Range 64 (\$3,590 - \$4,363) or III at Range 67 (\$3,852 – \$4,676) contingent upon the qualifications.

18. **PUBLIC WORKS** – Request Board A) amend the FY 2011-12 State Funded Road Budget 034601 by increasing estimated revenue in Federal Grants (*Revenue Code #4555*) by \$2,020,150 and increasing appropriations in Sabrina Bridge (*Object Code #5711*) by \$2,020,150; (4/5's vote required); and B) award and approve the Contract to Q&D Construction for the Sabrina Road Bridge Replacement Project in the amount of \$2,020,150, 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; and authorize the Interim Public Works Director to execute all other Contract documents, including Contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.
19. **WATER DEPARTMENT** – Request Board A) approve a contract for services offered by the Sierra Nevada Conservancy in the amount of \$38,000 that will provide a portion of the funds needed to complete the Lowers Owens Rivers RUP; and authorize the County Administrator to sign; and B) approve a contract amendment to the Contract between the County of Inyo and MIG, Inc., the current RUP consultant, increasing the Contract by \$38,000 needed to complete the Lowers Owens River RUP; and authorize the Chairperson to sign.
20. **COUNTY COUNSEL – COUNTY ADMINISTRATOR – Risk Management** – Request approval of the Agreement between the County of Inyo and John D. Kirby, A.P.C., for the provision of litigation services for the period of July 1, 2012 through June 30, 2013, at the rate of \$180 per hour and in an amount not to exceed \$200,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign. (*4/5's vote required.*)
21. **COUNTY COUNSEL – COUNTY ADMINISTRATOR – Personnel** – Request approval of the Contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of legal services in the area of general labor and employment advice and representation for the period of July 1, 2012 through June 30, 2013, at the rate of \$115 - \$260 per hour, with travel time billed at \$125 per hour, in an amount not to exceed \$100,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign. (*4/5's vote required.*)
22. **COUNTY COUNSEL – COUNTY ADMINISTRATOR – Personnel** - Request approval of the Contract between the County of Inyo and Liebert Cassidy Whitmore for the provision of legal services in the area of general labor and employment advice and representation for the period of July 1, 2012 through June 30, 2013, at the rate of \$140 - \$300 per hour, with travel time billed at \$125 per hour, in an amount not to exceed \$20,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign. (*4/5's vote required.*)
23. **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.
24. **COUNTY ADMINISTRATOR** – Request approval of Amendment #1 to the Contract between the County of Inyo and Allan D. Kotin & Associates for public private partnership real estate consulting services, to (a) extend the term of the Contract one year to June 30, 2013, (b) increase the amount by \$30,000 for a total amount not to exceed \$60,000; and (c) amend Attachment B Schedule of Fees to include contractor/consultant work at a rate of no more than \$150 per hour, 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.

25. **COUNTY ADMINISTRATOR** – Request Board A) amend the FY 2012-13 Planning Budget Unit 023800 by increasing revenue in Services and Fees (*Revenue Code #4819*) by \$30,000 and increasing appropriations in Internal Charges (*Object Code #5121*) by \$30,000; (4/5's vote required); B) amend the FY 2012-13 Natural Resources Budget Unit 010204 by increasing revenue in Intra County Charges (*Revenue Code #4821*) by \$30,000 and increasing appropriations in Professional and Special Services (*Object Code #5265*) by \$30,000; (4/5's vote required) and C) approve Amendment #4 to the Contract between the County of Inyo and Gruen Gruen + Associates, increasing the Contract by \$30,000 to a total not to exceed \$185,000, 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.
26. **CLERK OF THE BOARD** – Request approval of the minutes of the May 15, 2012 Board of Supervisors Meeting.

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

- 11:30 a.m. 27. **HEALTH AND HUMAN SERVICES** – Request Board enact 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 repeal Ordinance 1115 and increase the Program fees.
- 1:00 p.m. 28. **U.S. PARK SERVICES** – Representatives of the U.S. Park Service will make a presentation on and discuss the Saline Valley Plan with the Board.

**CORRESPONDENCE - ACTION**

29. **CITY OF BISHOP** – Request the City's Consolidated General Municipal Election be consolidated with the Statewide General Election to be held on November 6, 2012.

**BOARD MEMBERS AND STAFF REPORTS**

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

30. **PUBLIC COMMENT**

**CLOSED SESSION**

31. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** – *County of Inyo v. Department of the Interior, et al.* United States District Court for the Eastern District Case No. 1:06-cv-1502-AWI-DLB.
32. **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.
33. **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.
34. **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.
35. **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.

36. **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.
37. **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.

**REPORT ON CLOSED SESSION AS REQUIRED BY LAW**

**CORRESPONDENCE - INFORMATIONAL**



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 7

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

**FROM:** Kevin D. Carunchio, County Administrator

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

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

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



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

For Clerk's Use  
Only:  
AGENDA NUMBER

5

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

**FROM:** County Administrator – Information Services

**FOR THE BOARD MEETING OF: June 12, 2012**

**SUBJECT:** Authorization to Purchase Desktop and Laptop Computers

**DEPARTMENTAL RECOMMENDATION:**

Request your Board authorize the purchase of 103 computers from Techdepot (56 desktop computers and peripherals and 47 laptop computers and peripherals) from Techdepot, in an amount not to exceed \$108,374.

**SUMMARY DISCUSSION:**

In 2007, as part of the County technical infrastructure upgrade project, referred to as the Network Project, approximately 30% of the computers employed at the County were replaced with new computers. Since that time, no formal technology refresh process ensuring County computers are adequate for constantly evolving business purposes has been instituted.

As part of the Third Quarter Budget review during the May 15, 2012 Board meeting, your Board approved \$142,000 to upgrade approximately 25% of County computers and an initiative to consider allocation of funding in future years allowing the annual upgrade of approximately 25% of the technology implemented at the County to mitigate the risk of failure and large, unscheduled costs obligations for otherwise necessary technology upgrades.

Through normal business operations, Information Services periodically evaluates computers and quality of service for those computers. For volume pricing and supportability purposes, generally it is efficient to consolidate computer implementation around a given manufacturer. For a long time Dell computers provided high quality computers and reliable service. Beginning the summer of 2011, Information Services began experiencing difficulties obtaining support from Dell and as a result, evaluated computers and service options offered by other manufacturers or their authorized resellers including: Hewlett-Packard, Lenovo, Oracle/Sun and Toshiba. The evaluation resulted in the determination that offerings from Hewlett-Packard resellers best met Information Services expectations for robust computer hardware and reliable service.

This item requests authorization to purchase computers as discussed during the May 15<sup>th</sup> Board Meeting using the funding approved at that meeting. Hewlett-Packard products are available through various vendors possessing California Multiple Award Schedule contracts and can be purchased directly in compliance with Inyo County Purchasing Policy per section III (B)(5); however, seeking competitive bids can often times result in lower than CMAS pricing. The following Bids were received: CDW-G (desktop model HP-6200: \$55,018; laptop model HP6560b/i3: \$65,317; laptop HP6560b/i5: no response); GovConnection (desktop model HP-6200: \$59,213; laptop model HP6560b/i3: \$50,734; laptop HP6560b/i5: no response); Techdepot (desktop model HP-6200: \$50,112; laptop model HP6560b/i3: \$47,682; laptop HP6560b/i5: \$10,580). There was no requirement that the various types of computers be purchased from a single vendor; however, Techdepot submitted the lowest bid for each type. TechDepot, a division of Office Depot Corporation, is a registered California Multiple Award Schedules (CMAS) vendor, and the prices provided under their Master Intergovernmental Cooperative Governmental Purchase Agreement (MICPA) No. 4400001196 is in compliance with Inyo County Purchasing Policy per section III (B)(5).

**ALTERNATIVES:**

Your Board could choose not to approve this request. However, funding has been approved and bids have been obtained.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office and CAO's office have assisted with this project.

**FINANCING:**

Funding for these computers is available in the Board approved FY 2011-12 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equip < \$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: <u>yes</u> Date <u>6/7/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/7/12</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/7/12



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

For Clerk's Use Only:  
AGENDA NUMBER

6

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

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Amendment No. 1 to existing Agreement No. 552-2009 with Kern County for disposal of solid waste at the Kern County - Ridgecrest Landfill.

**DEPARTMENTAL RECOMMENDATION:** Request that your Board approve this Amendment No. 1 to existing Agreement No. 552-2009 with Kern County (current term of Agreement is July 1, 2009 through June 30, 2012). The current agreement allows for disposal, at the Kern County - Ridgecrest Sanitary Landfill, of solid waste generated within the most southern areas of Inyo County. This Amendment No. 1 consists of the following modifications:

1. Extending the term of current Agreement by an additional five (5) years (to expire June 30, 2017);
2. Increase the subject Agreement annual payment amount from \$8,716.96 to \$9,283.68 which Inyo County pays to Kern County for disposal of the Pearsonville and Homewood Canyon service area solid waste, contingent upon approval by the Inyo County Board of Supervisors of the FY 2012/2013 budget and, contingent upon Board adoption of future budgets; and,
3. Delete the current agreement Exhibit "C" and replace with Exhibit "C" – Amendment No. 1 reflecting the current schedule of special rates and charges approved in Kern County Ordinance No. G-8075.

Authorize the Board Chairperson to sign the subject Amendment No. 1.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** On June 23, 2009, Inyo County and Kern County entered into Agreement No. 555-2009 to allow for disposal, at the Kern County - Ridgecrest Landfill, of residential and commercial solid waste generated in the Pearsonville and Homewood Canyon areas of Inyo County. This agreement will expire on June 30, 2012. Extending this agreement by five (5) additional years would ensure continuation of this cost effective program in which Kern County accepts solid waste from the extreme southern Inyo County service areas of Pearsonville and Homewood Canyon. The annual payment amount of \$8,716.96, which Inyo County pays to Kern County, is based upon the number of housing units in the service areas. This Amendment will increase this amount to \$9,283.68 due to increases in Kern County Waste Management Department operating costs and recent Kern County Ordinance No.'s G-8073, G-8074, G-8075, adopted by the Kern County Board of Supervisors on August 10, 2010. This annual payment is less costly and more efficient than contracting with a waste hauler to transport waste to an Inyo County landfill.

**ALTERNATIVES:** Not to approve Amendment No. 1 to Agreement No. 552-2009. This is not recommended as the current agreement with Kern County, authorizing southern Inyo County communities to dispose of their solid waste at the Ridgecrest Landfill, is a cost effective alternative to IWM having to contract with a waste hauler to provide waste hauling services for residents in the Pearsonville and Homewood Canyon areas. Hauling waste from these areas to the Lone Pine landfill would prove inefficient and costly.

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor

**FINANCING:** This payment is budgeted in the Solid Waste Budget # 045700, Object # 5265 – Professional Services pending adoption of the 2012/2013 budget.



# **AMENDMENT NO. 1**

## **AGREEMENT FOR USE OF RIDGECREST SANITARY LANDFILL**

(County – Inyo County)

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 is by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter referred to as "Kern County"), and the **COUNTY OF INYO** a political subdivision of the State of California (hereinafter referred to as "Inyo County").

### **WITNESSETH:**

WHEREAS, on June 23, 2009, Kern County and Inyo County entered into Agreement 552-2009 (hereinafter referred to as "Agreement") to allow residents from certain populated areas of Inyo County, commonly known as the Homewood Canyon area and Pearsonville area, which areas are located near the border of Kern and Inyo Counties (these areas are collectively referred in this Agreement as the "Service Area") and an authorized hauler to dispose of the non-hazardous refuse generated in the Service Area at the Ridgecrest Sanitary Landfill; and

WHEREAS, on August 10, 2010, Kern County approved Ordinance No. G-8075 which increased the Gate Fee for non-residential waste, excluding wastes for which a special rate or charge applies, as shown in Exhibit "C" to the Agreement, to \$45 per ton effective July 1, 2012; and

WHEREAS, on August 10, 2010, Kern County approved Ordinance No. G-8074 which increased the Land Use Fee to \$82.89 for Single Family Residences and Mobile Homes effective July 1, 2012; and

WHEREAS, it is necessary to delete and replace Exhibit "C" to the Agreement to reflect the current schedule of special rates and charges approved in Kern County Ordinance No. G-8075; and

WHEREAS, Kern County and Inyo County desire to extend the term of the Agreement for an additional five years.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by and between Kern County and Inyo County as follows:

1. Paragraph 2, **Non-Residential Solid Waste**, is hereby amended to read as follows:

2. **Non-Residential Solid Waste**. Non-residential solid waste generated in the Service Area and brought into the Landfill by the residents of the Service Area or brought into the Landfill by the authorized refuse hauler serving the Service Area will be charged at the Landfill at the then current Gate Fee rates per Kern County Ordinance in the same manner as waste generated within Kern County. Commercial, industrial and all construction and demolition waste (even if generated at residential property) will be charged at the then current non-residential rate, currently \$45 per ton, except for waste requiring special handling, which will be charged at Kern County's then current rates. Exhibit "C" to the Agreement is hereby deleted, and the current rates are as specified in Exhibit "C" – Amendment No. 1 attached hereto and incorporated herein by this reference. Kern County will provide Inyo County with any updated rates upon approval by the Kern County Board of Supervisors.

2. Paragraph 4, **Term**, is hereby amended to read as follows:

4. **Term**. This Agreement shall be in effect from July 1, 2009 through June 30, 2017 or until terminated by either party by giving 60 days written notice of such intention to terminate to the other party. Notwithstanding this 60 day notice period, Kern County may immediately terminate this Agreement if Inyo County, the residents of the Service Area, or the authorized refuse hauler serving the Service Area breaches the terms and conditions of this Agreement or fails to comply with the rules, regulations or instructions relating to the use of the Landfill, or otherwise cause a nuisance or health hazard. A copy of the current rules relating to the use of the Landfill is attached to this Agreement as Exhibit "B" and incorporated herein by this reference.

3. Paragraph 5, **Payments by Inyo County**, is hereby amended to read as follows:

5. **Payments by Inyo County**. Inyo County shall annually pay Kern County for the use of Kern County's Landfill as provided by the Agreement. The sum of the annual payment for Fiscal Year 2012-13 shall be in the amount of \$9,283.68. This amount equates to the annual rates approved by Kern County Ordinances of \$82.89 for each of the 87 houses and 25 mobile homes located within the Service Area.

Inyo County shall make one annual payment no later than 60 days after receipt of a billing statement from Kern County. The billing statement from Kern County for each fiscal year shall not be sent prior to October 31 of that fiscal year.

Upon any change in the Kern County Land Use rate, Gate Fee or other charge for disposal of waste at Kern County's landfills and other facilities, as may be approved from time to time by the Kern County Board of Supervisors, Inyo County agrees to pay the equivalent Kern County rate.

4. All other terms and conditions, as previously amended, shall remain in full force and effect as written.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed by their respective authorized officers on the day and date herein above set forth.

COUNTY OF KERN  
"Kern County"

COUNTY OF INYO  
"Inyo County"

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AND RECOMMENDED:  
Waste Management Department

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

By: \_\_\_\_\_  
Douglas E. Landon, Director

APPROVED AS TO FORM:  
Inyo County Counsel

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

APPROVED AS TO FORM:  
Office of County Counsel

By: \_\_\_\_\_  
Kirk Perkins  
Deputy County Counsel

# EXHIBIT "C" – Amendment No. 1

## Schedule of Special Rates and Charges

### Fees For Recyclable, Reusable or Divertable Material

At those waste facilities where a waste diversion, reuse or recycling program is in operation, persons bringing materials that conform to the material type standards established for the program at that facility may be eligible for a reduction in Gate Fees as described below, provided the person bringing the material also complies with the conditions and procedures established for that program.

Clean fill dirt . . . . . No charge

Clean inerts such as concrete, asphalt, bricks or similar material. . . . . not to exceed \$5.00/ton

This fee shall be charged as determined by the Director to accommodate the needs of the waste facility for the material.

Small vehicles bringing loads of mixed waste, with 30 gallons or more of source separated recyclable materials, excluding inerts, wood, green waste or dirt. . . . . 25% Discount

Full loads of source separated recyclable materials . . . . . 50% Discount

Construction Waste and Demolition Waste. . . . . \$51.75/ton effective July 1, 2011

Construction Waste and Demolition Waste. . . . . \$54.50/ton effective July 1, 2012

This fee shall be charged at any County facility when, in the discretion of the Director, it will encourage the use of recycling facilities or programs. This does not include residual solid waste generated by private mixed Construction and Demolition recycling facilities which have been approved by the Director.

### Tire Program Fees:

All tires, whether from residential or non-residential sources, will be charged the following fees to offset the cost of County's waste tire diversion program:

Tires in bulk loads . . . . . \$200.00/ton

#### *Individual Tires:*

Light Duty Tires . . . . . \$2.00/tire  
(18" diameter rim or smaller)

**Tire Program Fees** - continued

Heavy Duty Tires . . . . . (19" to 24" diameter rims)	\$10.00/tire
Oversize Tires. . . . . (Racing tires and tires with more than 24" rims but not mover class)	\$14.00/tire
Earth Mover Tires . . . . . (Extremely large tires used on earth moving equipment)	\$200.00/ton

Notwithstanding the foregoing, residential property is entitled to dispose annually up to four (4) light duty tires in a load at the waste facility at no charge. The fee waiver will not apply to any load that requires compliance with any manifesting requirements imposed pursuant to the California Integrated Waste Board Waste Tire Manifest Program.

**Non-residential Bin Disposal Fee:**

The fee for municipal solid waste in a bin is Two Dollars and Twenty cents (\$2.20) per cubic yard effective July 1, 2011 and Two Dollars and Thirty-Four cents (\$2.34) per cubic yard effective July 1, 2012.

**Dead Animals**

Any dead animals that require special handling at the disposal facility . . . . .	\$30.00/animal
Multiple dead animals or parts of animals that require special handling at the disposal facility . . . . .	\$70.00/ton

**Treated Wood Waste (as defined in Health & Safety Code §25150.7):**

The following special fees shall be charged at any County waste facility which accepts treated wood waste, other than the Bakersfield Metropolitan (Bena) Sanitary Landfill:

Disposal of treated wood waste other than railroad ties . . . . .	\$120.00/ton
Disposal of treated wood waste that is in the form of railroad ties . . . . .	\$12.00/tie

Disposal will be limited to a maximum of 2 cubic yards per load.

**Other Special Fees:**

The following special fees shall be charged, in addition to the normal Gate Fee, regardless of whether the source of the waste is residential or non-residential and in addition to any other fees that may apply:

Hourly rate for waste management personnel . . . . . (1/2 hour minimum)	\$75.00/hr
Processing fee for each check returned to the County without check payment for any reason. . . . .	\$37.00/ea.

**Other Special Fees** - continued

Travel trailers disposed of at County waste facilities authorized to accept them for dismantling and disposal (subject to removal of all hazardous and unacceptable waste) .....\$100.00/ea.

Untarped/Unsecured Loads. .... \$5.00/ton with a minimum charge of \$5.00/load

Any untarped/unsecured load will be charged in addition to any other applicable charge.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
7

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

**FROM:** Child Support Services

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Approval of contract for Regional Spanish Interpreter

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the contract for Spanish interpretive services for the Inyo/ Mono child support region with Gerardo Ramos in an amount not to exceed \$13,500.00 for the term of July 1, 2012 to June 30, 2013 contingent on adoption of the 2012/2013 child support budget.

**SUMMARY DISCUSSION:**

Due to Regionalization of the Inyo and Mono Child Support agencies, it is necessary to build efficiencies into our billing and contracting process. In the past, a separate contract was used for Spanish interpreter services in both the Mammoth Lakes and the Bishop Child Support branch offices. We would like to enter into a regional contract to streamline this process.

The proposed request for proposals requests up to 6 hours per week of Spanish interpretation between the agencies. Currently, the two contracts covering the two offices are being fulfilled by Mr. Gerardo Ramos. By going out for a competitive request for proposals, the agency ensures the highest qualified individuals apply.

Based on criteria outlined in the attached Request for Proposals, the successful bidder was Gerardo Ramos. Your Director recommends approval of a contract with this individual in the amount of \$13,500 commencing July 1, 2012.

**ALTERNATIVES:**

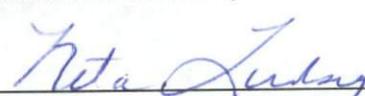
Your Board could choose to deny approval of this contract. It is not staff's recommendation to do so as this would impede our ability to serve our Spanish-speaking populations in both regional branches.

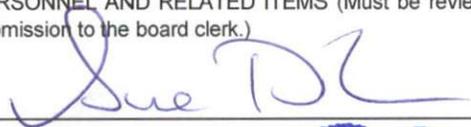
**OTHER AGENCY INVOLVEMENT:**

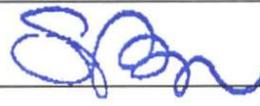
County counsel

**FINANCING:** Contingent upon the Board's approval and adoption of the 2012/2013 Child Support Budget 022501 Object Code 5265. No County General Funds.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date <u>5-31-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/1/12</u>

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6/4/12</u>
---------------------	--

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 6/4/2012

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Gerardo Ramos**  
**FOR THE PROVISION OF Interpreter SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Interpreter services of Gerardo Ramos of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Susanne Rizo, whose title is: Director, Child Support. 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, 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 Thirteen Thousand Five Hundred Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, 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	
Child Support	Department
<u>230 West Line Street</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
Gerardo Ramos	Name
<u>215 North Third Street</u>	Street
<u>Bishop, CA 93514</u>	City and State

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Gerardo Ramos  
**FOR THE PROVISION OF** Interpreter **SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By:   
Signature  
GERARDO RAMOS  
Print or Type

Dated: May 30, 2012

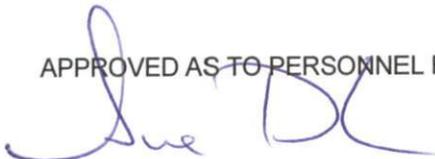
APPROVED AS TO FORM AND LEGALITY:

  
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 Gerardo Ramos  
FOR THE PROVISION OF Interpreter **SERVICES****

**TERM:**

**FROM:** July 1, 2012 **TO:** Jun. 30, 2013

**SCOPE OF WORK:**

Contractor shall provide the following services which would include but not be limited to:

- Interpret from English to Spanish and Spanish to English;
- Meet with Child Support Customers, Child Support Officers and other staff members to provide interpretation which may include regulations, policies, paycheck stubs, etc.;
- Communicate clearly in Spanish and English;
- Assist in creating Spanish fact sheets, flyers, etc.;
- Maintain consistent hours for which interpretation will be provided;
- Write English and Spanish to assist clients in completing forms necessary to obtain child support services; and
- Upon request, participate in meetings of child support officer or financial team and to review policies that will enhance Spanish-speaking services and outreach.

Contractor will interpret at the Bishop branch of the Eastern Sierra Child Support office from the hours of 9:00 a.m. to 12:00 p.m. each Wednesday of the week and from the hours of 2:00 p.m. to 4:00 p.m. each Thursday of the week at the Mammoth branch of the Eastern Sierra Child Support office subject to revision upon notice to both parties.

Contractor will be required to maintain federal tax information as confidential and to comply with the requirements of EXHIBIT 1 attached hereto.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Gerardo Ramos  
FOR THE PROVISION OF Interpreter SERVICES**

**TERM:**

**FROM:** July 1, 2012                      **TO:** Jun. 30, 2013

**SCHEDULE OF FEES:**

Contractor will be paid a fee of \$35.00 per hour for the provision of interpretive services pursuant to this contract, plus a one time payment of \$2101.00 to assist contractor in payment of insurance requirements.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Gerardo Ramos  
FOR THE PROVISION OF Interpreter SERVICES**

**TERM:**

**FROM:** July 1, 2012                      **TO:** Jun. 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)*

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO  
AND Gerardo Ramos  
FOR THE PROVISION OF Interpreter SERVICES

TERM:

FROM: July 1, 2012 TO: Jun. 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 appropriate 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.

## EXHIBIT 1

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
4. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
5. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
6. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal

misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Section 10). For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



# Interinsurance Exchange of the Automobile Club

## Automobile Insurance Policy Coverages and Limits Renewal Declarations



We are pleased to offer you a renewal for your automobile insurance policy. To renew your policy, send at least the minimum payment on or before the due date. Insurance is in effect only for the vehicles, coverages, and limits of liability shown on this declarations page and as set forth in the insurance policy and endorsements. These declarations, together with the contract and the endorsements in effect, complete your policy. If any change to your policy or to the information we have on file results in a premium decrease during the policy period, the Interinsurance Exchange reserves the right to apply any refund due to your outstanding balance.

**NAMED INSURED (Item 1.)**

RAMOS, GERARDO L  
215 W 3RD ST  
BISHOP CA 93514-2812

**AUTO POLICY NUMBER: CAA 067632836**  
**POLICY PERIOD (PACIFIC STANDARD TIME)**  
**POLICY EFFECTIVE DATE: 05-11-12 12:01 A.M.**  
**POLICY EXPIRATION DATE: 05-11-13 12:01 A.M.**

**VEHICLES**

VEHICLE NUMBER	YEAR	MAKE	MODEL	IDENTIFICATION NUMBER	VEHICLE USE	GARAGE ZIP CODE	ANNUAL** MILES	VERIFIED MILEAGE
1	2005	TYTA	TUNDRA AC CAB SR5	5TBBT44115S470920	BUSINESS	93514	30,001 - 40,000	VERIFIED

**COVERAGES AND LIMITS**

Coverage is not in effect unless a premium or the word "Included" is shown.

**ANNUAL PREMIUMS**

COVERAGES	LIMITS OF LIABILITY	ANNUAL PREMIUMS				
		Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
<b>Liability</b>						
Bodily Injury	\$15,000 each person/ \$30,000 each occurrence	\$ 257				
Property Damage	\$25,000 each occurrence	\$ 295				
<b>Medical</b>						
Medical Payments	\$2,000 each person	\$ 48				
<b>Physical Damage</b> (Actual Cash Value unless otherwise stated, less deductible)						
	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5	
Comprehensive (Less Deductible)	ACV \$250					\$ 241
Collision (Less Deductible)	ACV \$500					\$ 610
Car Rental Expense (Per Day)	NA					NA
<b>Uninsured Motorist</b>						
Bodily Injury - Uninsured & Underinsured Vehicles	\$15,000 each person/ \$30,000 each accident	\$ 41				
Uninsured Deductible Waiver		Included				
Uninsured Collision		NA				
<b>Total Premium</b>		<b>\$ 1699</b>				

"NA" indicates coverage not purchased.

**PREMIUM DISCOUNTS**

Please refer to the enclosed document entitled "Premium Discounts Applied to Your Automobile Policy."

\* If at any time you choose to pay less than the full balance outstanding, finance charges of up to 1.5% per month of the balance outstanding will apply as explained in your billing statements, which are part of these declarations.  
 \*\* To see the annual mileage for your expiring policy, please refer to the "Notice of Annual Mileage" page contained in your renewal package.

<b>Total Annual Premium*</b> (includes all applicable discounts.)	<b>\$ 1699</b>
<b>Less Policyholder Savings Dividend</b>	<b>\$ 152</b>
<b>Net Premium*</b>	<b>\$ 1547</b>



**R.E. Chaix  
& ASSOCIATES**  
INSURANCE BROKERS  
*Offering quality wholesale markets since 1887*

R.E. CHAIX & ASSOCIATES INSURANCE BROKERS  
41 Corporate Park, Suite #310  
Irvine, CA 92606  
(949) 722-4177 ext. 216 Fax: (949) 722-4172  
California License #0726213

SP012M2194

Quote is valid until 7/15/2012

Re: Gerardo Ramos  
Renewal of: SP 1015867C - Expiration Date: 7/15/2012

Please bind effective: \_\_\_\_\_  
  
Signature: \_\_\_\_\_

To: Driscoll and Driscoll Insurance

From: Gloria McShane

**I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**

SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY POLICY INFORMATION	
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - IX

Professional Liability Premium	
LIMIT OPTIONS	PREMIUM
<input type="checkbox"/> \$1,000,000/\$1,000,000	\$1,851 + \$150.00 = \$2,001 TOTAL

ADDITIONAL QUOTE INFORMATION
Retrospective date: 07/15/2008
Deductible: \$5,000 Each Claim
Errors and Omissions Coverage is provided on a Claims Made basis.
Classification: Solely in the Performance of Professional Services as a(n) Interpreter / Translator for others for a fee.

**Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.**

**Prior to binding, this account is subject to the following:**

- A completed Confirmation of Material Information Form (attached) signed & dated by the principal, partner, or officer of the applicant. These terms are valid as long as all of the questions are answered 'NO'. If any questions are answered 'YES', please submit the form along with details to the home office for review and revised renewal terms.

**Underwriting Notes:**

- Call Us! We want to work with you to retain your business!
- In compliance with California Assembly Bill 2404, cancellation by the insured may result in a short rate calculation (90% of unearned premium) to determine the return premium.

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

SP012M2184

**II. REQUIRED FORMS & ENDORSEMENTS**

**Errors and Omissions Endorsements**

PROF-001	(06/01) Absolute Pollution Exclusion - Professional	SP 248	(07/09) Reprinting Costs Exclusion
SP	(07/09) Specified Professions Professional Liability Coverage Form	SP CA	(01/10) California State Amendatory Endorsement
SP 210	(07/09) Retroactive Date Endorsement	SP Jacket	(09/10) Specified Professions Professional Liability Policy Jacket

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

**DRISCOLL & DRISCOLL  
INSURANCE AGENCY**

41235 11<sup>TH</sup> STREET WEST  
Palmdale, CA 93551  
661-266-9390 PHONE 661-266-9391 FAX  
STATE LICENSE #OC32187  
*www.driscollanddriscoll.com*

5/16/2012

**INVOICE**

GERAR-1  
Gerardo Ramos

215 N 3rd St  
Bishop, CA 93514

Policy: TBD

<b>Company</b>	<b>Class</b>	<b>Description</b>	<b>Premium</b>	<b>Amount Financed</b>
United States Liability		Professional Liability Company Fee Driscoll Broker Fee	\$1,851.00 \$ 150.00 \$ 100.00	
<b>Total Down Payment</b>		<b>Includes Taxes and Fees</b>	<b>\$2,101.00</b>	

(49)

**SPECIFIED PROFESSIONS ERRORS & OMISSIONS LIABILITY INSURANCE POLICY**  
THIS IS A CLAIMS MADE POLICY. THIS POLICY ONLY COVERS THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

**SP 1015867B**

Renewal of Number

**UNITED STATES LIABILITY  
INSURANCE COMPANY**

WAYNE, PENNSYLVANIA

040062

ORIGINAL

No. SP 1015867C

**POLICY DECLARATIONS**

ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS

Gerardo Ramos  
215 N. 3rd Street  
Bishop, CA 93514

ITEM II. POLICY PERIOD: (MM/DD/YYYY)  
FROM 07/15/2011 TO 07/15/2012

12:01 AM STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM III. LIMITS OF LIABILITY: **\$1,000,000** EACH CLAIM  
**\$1,000,000** ANNUAL AGGREGATE

ITEM IV. DEDUCTIBLE: **\$5,000** EACH CLAIM

ITEM V. PREMIUM: **\$1,850**

ITEM VI. RETROACTIVE DATE: **7/15/2008**

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

PROF-001 (06-01) Absolute Pol. Exclusion  
SP-210 (07-09) Retroactive Date Endt  
SP-248 (07-09) Reprinting Costs Exclusion

SP-CA (01-10) California State Amendatory Endt  
SP (07-09) Specified Professions Professional Liability  
SP Jacket (09-10) Specified Professions Professional Liability

ITEM VIII. Solely in the performance of Professional Services as a(n) **Interpreter / Translator** for others for a fee.

Agent: **R.E. CHAIX & ASSOCIATES INSURANCE BROKERS [1786]**

Date Issued: **7/22/2011**

SPILP (04-01)

By

  
Authorized Representative



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

For Clerk's Use Only:  
AGENDA NUMBER

8

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

**FROM:** Health and Human Services, Behavioral Health Division

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Payment of Symons Emergency Specialties for transport

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the payment of \$2554.93 to Symons Emergency Specialties Inc. for a transport that occurred outside of the current fiscal year.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In accordance with our Ambulance Transportation Services Agreement with Symons Emergency Specialties Inc., the County is obligated to pay "for the unreimbursed balance of the cost of the service from any non-patient payor source ninety days after unsuccessful attempts to obtain reimbursement by Contractor (County of Inyo Contract 162 4.3 and 4.4) . In March 2011 a person was transported by Symons Ambulance to an acute psychiatric hospital under Welfare and Institutions Code 5150. This person had private insurance and payment was sought from this party. It was later discovered that the insurance had a very high deductible and thus did not pay the claim for the service. After many attempts to seek reimbursement from the beneficiary, Symons has now billed the Behavioral Health for the services. Symons Inc. and Behavioral Health personnel have made a valiant attempt to pursue payment but were unsuccessful in our effort. We are requesting permission to pay this outstanding claim, although the service happened outside of the current fiscal year, due to the special circumstances involved in this lengthy process.

**ALTERNATIVES:**

Your Board could deny payment of this service. This would jeopardize our relationship with the provider and hamper efforts to seek reimbursement from the patient or third party billing.

**OTHER AGENCY INVOLVEMENT:**

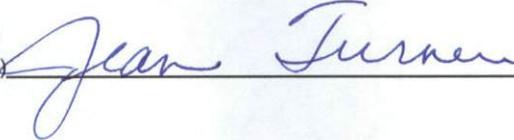
Law enforcement and the Court are part of this process.

**FINANCING:**

Mental Health Realignment funds. Funding for this is included in the Mental Health budget. This will be paid for out of the Mental Health Budget #045200, Object Code 5337.

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>Yes</u> Date <u>5/31/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 6-1-12

1500

INYO COUNTY MENTAL HEALTH  
ATTN HEIDI  
162 J GROVE ST  
BISHOP, CA 93514

RECEIVED  
JAN 2012  
INYO COUNTY MENTAL HEALTH

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

<input type="checkbox"/> MEDICARE (Medicare #)		<input type="checkbox"/> MEDICAID (Medicaid #)		<input type="checkbox"/> TRICARE CHAMPUS (Sponsor's SSN)		<input type="checkbox"/> CHAMPVA (Member ID#)		<input type="checkbox"/> GROUP HEALTH PLAN (SSN or ID)		<input type="checkbox"/> FECA BLK LUNG (SSN)		<input checked="" type="checkbox"/> OTHER (ID)		1a. INSURED'S I.D. NUMBER 062-60-6809																	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)				3. PATIENT'S BIRTH DATE MM DD YY 12 22 1970				SEX M <input checked="" type="checkbox"/> F <input type="checkbox"/>				4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME																			
6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>				7. INSURED'S ADDRESS (No., Street)				8. PATIENT STATUS Single <input type="checkbox"/> Married <input type="checkbox"/> Other <input checked="" type="checkbox"/>				CITY STATE																			
STATE CA				10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				11. INSURED'S POLICY GROUP OR FECA NUMBER																			
7-6762				c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.				13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.																			
9. OTHER INSURED'S POLICY OR GROUP NUMBER JQD163A62964				10d. RESERVED FOR LOCAL USE				14. DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP) MM DD YY 12 22 2011				15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY																			
b. OTHER INSURED'S DATE OF BIRTH MM DD YY 12 22 1970				c. EMPLOYER'S NAME OR SCHOOL NAME				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY				17. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY																			
c. EMPLOYER'S NAME OR SCHOOL NAME				d. INSURANCE PLAN NAME OR PROGRAM NAME BLUE CROSS OF CALIFORNIA				18. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO				19. RESERVED FOR LOCAL USE																			
d. INSURANCE PLAN NAME OR PROGRAM NAME BLUE CROSS OF CALIFORNIA				10d. RESERVED FOR LOCAL USE				20. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.				21. PRIOR AUTHORIZATION NUMBER																			
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.												SIGNED _____ DATE 03/14/2011				SIGNED _____ DATE _____															
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												SIGNED _____ DATE 03/14/2011				SIGNED _____ DATE _____															
14. DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP) MM DD YY 12 22 2011				15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY				17. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY																			
17a. _____				17b. NPI				18. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO				19. RESERVED FOR LOCAL USE																			
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line)												22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.				23. PRIOR AUTHORIZATION NUMBER															
1. 78097 ALTERED MENTAL STATUS												22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.				23. PRIOR AUTHORIZATION NUMBER															
2. _____												22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.				23. PRIOR AUTHORIZATION NUMBER															
3. _____												22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.				23. PRIOR AUTHORIZATION NUMBER															
4. _____												22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.				23. PRIOR AUTHORIZATION NUMBER															
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY												B. PLACE OF SERVICE		C. EMG		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER				E. DIAGNOSIS POINTER		F. \$ CHARGES		G. DAYS OR UNITS		H. EPSDT Family Plan		I. ID. QUAL		J. RENDERING PROVIDER ID. #	
1 03 14 2011 03 14 2011 41 Y												BISHOP INYO CNTY MENTAL HEALTH		Y		A0429 HH				1		48334 1		G2 770417871		NPI 1568462604					
2 03 14 2011 03 14 2011 41 Y												MILEAGE		Y		A0425 HH				1		207159 199		G2 770417871		NPI 1568462604					
3 _____												_____		_____		_____				_____		_____		NPI		_____					
4 _____												_____		_____		_____				_____		_____		NPI		_____					
5 _____												_____		_____		_____				_____		_____		NPI		_____					
6 _____												_____		_____		_____				_____		_____		NPI		_____					
25. FEDERAL TAX I.D. NUMBER 770417871				SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. 1176218				27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				28. TOTAL CHARGE \$ 255493		29. AMOUNT PAID \$ 000		30. BALANCE DUE \$ 255493													
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS CORINNE WITTMAN-WONG 01/20/2012												32. SERVICE FACILITY LOCATION INFORMATION From: NORTHERN INYO HOSPITAL BISHOP CA 935142556 To: ANTELOPE VALLEY HOSPITAL LANCASTER CA 935342814				33. BILLING PROVIDER INFO & PH # SYMONS EMERGENCY SPECIALTIES INC PO BOX 269110 SACRAMENTO, CA 95826-9110															
SIGNED _____ DATE 01/20/2012												a. _____				b. _____				a. 1568462604		b. G2 770417871									

CARRIER  
PATIENT AND INSURED INFORMATION  
PHYSICIAN OR SUPPLIER INFORMATION



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

For Clerk's use only: <b>AGENDA NUMBER</b> 9
---

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

**FROM:** HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Approval of Contract between County of Inyo and Davis Guest Home.

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the contract between the County of Inyo and Davis Guest Home for the provision of mental health placement services in an amount not to exceed \$25,000.00 for the period of July 1, 2012 to June 30, 2013, contingent on the Board's adoption of the FY 2012/2013 Budget; and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This contract is with Davis Guest Home, a Residential Care facility for LPS-conserved adults. It is an "enhanced" board and care facility for persons stepping down from a locked psychiatric facility. Davis Guest Home offers a broad range of services for persons with severe mental illness who are now ready for greater independence and integration into the community. The facility has a strong link with Country Villa Merced and offers continuity of care and thus a great opportunity to support persons with mental illness as they are ready to move to a less restrictive environment. We monitor this placement closely for its effectiveness.

**ALTERNATIVES:**

Your Board could deny this contract. This would result in the loss of a placement resource that has an array of treatment offerings at many levels for Inyo County conserved adults.

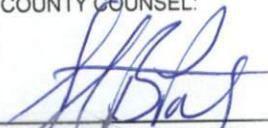
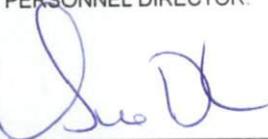
**OTHER AGENCY INVOLVEMENT:**

The Courts are also involved with LPS conservatees.

**FINANCING:**

100% Mental Health Realignment Funds. This expense will be budgeted in the Mental Health budget (045200), in Support & Care (5508). No County General Funds.

**APPROVALS**

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/22/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/23/12</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>5/24/12</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) Jean Turner Date: 5-29-12

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Davis Guest Home  
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 Davis Guest Home of Modesto, 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 \$25,000.00 (Twenty Five 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: Davis Guest Home	_____	Name
P.O. Box 581049	_____	Street
Modesto, CA 95358-0019	_____	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 Davis Guest Home  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

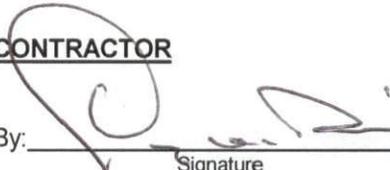
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

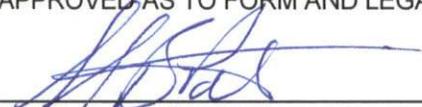
**CONTRACTOR**

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

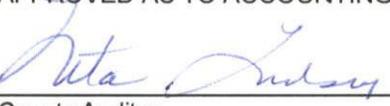
Lanny G. Davis  
Print or Type Name

Dated: 4/9/12

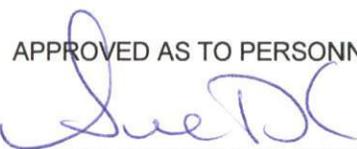
APPROVED AS TO FORM AND LEGALITY:

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

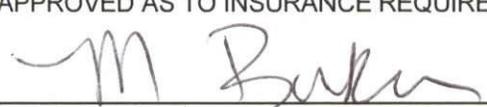
APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
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 Davis Guest Home  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2012

TO: June 30, 2013

SCOPE OF WORK:

Provide enhanced Board and Care services, including room, meals, medication service, awake staff and the following programs:

Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interests and goals and to assist our residents in achieving these with training opportunities, education and individualized interventions. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities which may include the following:

Educational:

Money Management/Budgeting Training  
Public Transportation Access/Utilization  
Interpersonal/Dyadic Communications Skills  
Family and Peer Relational Processes  
Nutrition/Menu Planning and Food Preparation  
Responsibility Orientation, Cause/Effect Sequences  
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity  
Problem Solving/Life challenge-bridge  
Self-Disclosure/Transparency Therapy  
Healthy Responses to relational Pain/Trust Development  
Self Acceptance Support Group  
Medication Support Group

Entertainment/Recreation:

Annual trips to theme parks  
Annual "Sierra Safari" fishing trips.  
Concerts and Community Events  
Holiday Celebrations  
Movies, Games, Team Sports-  
AAA Baseball (Modesto Nuts)  
Stock car races (Madera Speedway)  
Bingo Bonanza  
Talent Shows/Competition  
Pizza/Ice Cream Socials  
Shopping Trips  
Birthday Celebrations  
Live Bands/Dances

Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in may different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for resident's information, recreation, transportation, etc.
3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

County of Inyo Standard Contract - No. 157  
(Independent Contractor – Residential Treatment Services)

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Davis Guest Home  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2012

**TO:** June 30, 2013

**SCHEDULE OF FEES:**

The resident's SSI/SSA monthly residential board and care rate is currently \$982.00 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California). Resident's SSI/SSA payment will be paid directly to the facility.

In addition the County will pay \$75.00 Daily Patch Rate.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Davis Guest Home  
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)*

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Davis Guest Home  
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 appropriate 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.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/3/2011

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).

<b>PRODUCER</b> Wells Fargo Insurance Services USA, Inc. CA DOI Lic. #0D08408 (916) 231-1741 11017 Cobblersrock Drive, Suite 100 Rancho Cordova, CA 95670-6049	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Tower Select Insurance Company		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 3350945                      **REVISION NUMBER:** See below

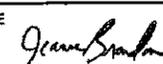
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y    N/A			WCPFB0010111	10/01/2011	10/01/2012	X    WC STATUTORY LIMITS    OTH-ER E.I. EACH ACCIDENT \$    1,000,000 E.I. DISEASE - EA EMPLOYEE \$    1,000,000 E.I. DISEASE - POLICY LIMIT \$    1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

County of Inyo Behavioral Health 162 J Grove Street Bishop, CA 93514	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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**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's use only: <b>AGENDA NUMBER</b>  10
--

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

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Memorandum of Understanding (MOU) with Inyo County Superintendent of Schools Special Education Local Planning Area (Inyo County SELPA) for Educationally Related Mental Health Services (ERMHS).

**DEPARTMENTAL RECOMMENDATION:**

Request your Board ratify the Interagency Agreement between Inyo County SELPA and Inyo County Mental Health (ICMH) for the provision of ERMHS to meet the requirements of the Individuals with Disabilities Education Act (IDEA) and following the provisions of AB114, for a period of July 1, 2011-June 30, 2012, and authorize the Health and Human Services Director to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This MOU is late in coming before the Board as it has been a complex process to come to the final product. The Behavioral Health Director initiated the process early in the fiscal year as she was made aware of the issues involved. Further information has been gathered from the involved associations to guide and inform the process. Many counties have only recently completed the process and negotiated the agreement for this transitional year. We have made sure that no students have been adversely impacted by the process.

AB114 became effective on July 1, 2011, and with it the responsibility for mental health services for students with disabilities shifted from county mental health agencies to schools.

The State Legislature provided funds to County Mental Health agencies through AB100 and the Mental Health Services ACT (MHSA) for the 2011-12 school year to be used for ERMHS under the IDEA and IDEA related California law. This modified Interagency Agreement coordinates efforts between Inyo County Office of Education, Inyo County School District, SELPA and ICMH. It sets forth the process and procedures to ensure the maximum utilization of educational and mental health resources to school-aged children in the receipt of a free and appropriate education. This agreement includes the areas of responsibility of assessment, development of the Individual Education Program (IEP) and its implementation, duties during placement, dispute resolution, fiscal responsibilities, due process and monitoring. These procedures are in line with the mandates found in Title 20 United States Code Section 1400 et. seq.; 34 C.F.R. Section 300.300 et. seq.

**ALTERNATIVES:**

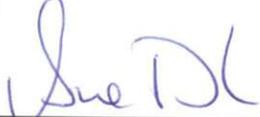
Your Board could choose not to authorize the Behavioral Health Division to enter into this agreement. This would limit the ability of Inyo County SELPA to access funds to pay Behavioral Health for the provision of these services.

**OTHER AGENCY INVOLVEMENT:**

Inyo County SELPA and related school districts.

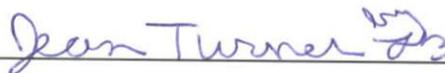
**FINANCING:**

Behavioral Health, as the provider, will be in receipt of the ERMHS funds to offset the cost of these services. Funds may also include those received under the Individuals with Disabilities Education Act (IDEA) funds and MediCal reimbursement as appropriate. Revenue will be brought into Mental Health (045200) in Insurance Reimbursement (4747) for actual expenses incurred. No County General Funds

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/29/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/4/12</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>5/31/12</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-5-12

**MEMORANDUM OF UNDERSTANDING BETWEEN  
INYO COUNTY MENTAL HEALTH AND  
THE INYO COUNTY SELPA  
ON BEHALF OF ITS MEMBER SCHOOL DISTRICTS (LEAs)  
FOR EDUCATIONALLY RELATED MENTAL HEALTH SERVICES**

DESCRIPTION: Provision of Mental Health Services within Inyo County Students' Individualized Education Programs

BEGINS: July 1, 2011

ENDS: June 30, 2012

ADMINISTERING AGENCY: Inyo County Mental Health

This Agreement replaces all previous Memorandum of Understanding (MOU) dated through June 2011. This Agreement is made and entered into between Inyo County Mental Health (ICMH) and the Inyo County Superintendent of Schools Special Education Local Planning Area (Inyo County SELPA), hereinafter Parties, on behalf of Inyo County Local Education Agencies (LEAs).

Of the LEAs participating in the SELPA, the following LEAs agree to be bound by this MOU: Inyo County Schools, Big Pine Unified School District, Bishop Unified School District, Death Valley Unified School District, Lone Pine Unified School District, Owens Valley Unified School District, and Round Valley Joint Elementary School District.

WHEREAS, AB114 became effective July 1, 2011, the responsibility for mental health services for students with disabilities shifted from county mental health agencies to schools.

The State Legislature provided funds to County Mental Health agencies through AB100 and the Mental Health Services ACT (MHSA) for the 2011-12 school year to be used for Educationally Related Mental Health Services (ERMHS) under the Individuals with Disabilities Education Act (IDEA) and IDEA related California law.

WHEREAS, the parties have collaborated and enter into this Agreement in order to ensure the provision of ERMHS to students with disabilities who receive such services as part of their Individualized Education Program (IEP), from LEAs.

NOW, THEREFORE, it is agreed as follows:

**1) DESCRIPTION OF SERVICES TO BE PROVIDED:**

The Parties agree, based on the contingencies and conditions described in this MOU, to provide educationally-related mental health services which are limited to and identified within Inyo County students' IEPs and that are related services. The array of services will be provided for a child with a disability, as defined in paragraph (3) of Section 1401 of Title 20 of the United States Code, and shall include those related services as defined in paragraph (26) of Section 1401 of Title 20 of the United States Code, and designated instruction and services, as defined in section 56363 of the Education Code. As set forth in Education Code Section 56363, educationally-related mental health services may include psychological services, counseling and guidance services, and social work services. Such educationally-related mental health services may also meet the Medi-Cal definitions (as set forth in California Code of Regulations, Title 9, Rehabilitative and Developmental Services) for case management, collateral

services, and psychotherapy provided individually or in a group. The Parties acknowledge that not all Medi-Cal eligible or medically-necessary mental health services are educationally-related pursuant to special education law.

Inyo County SELPA hereby engages ICMH to perform, and ICMH hereby agrees to perform, services, which shall include, but not be limited to, the following:

**Service Specifications:**

ICMH shall participate as a member of the IEP team for children who have been assessed and determined to be eligible for mental health services due to a serious emotional disturbance that is impacting their ability to benefit from their education. ICMH shall also provide such mental health assessments and other mental health services only as specified in each child's IEP.

- a) ICMH staff SHALL provide IEP-driven authorized mental health services to children and their families including, but not limited to, the following:
  - (1) Assessments
  - (2) Plan Development
  - (3) Individual therapy
  - (4) Group therapy
  - (5) Collateral services (families/significant others)
  - (6) Case management/rehabilitation services
  - (7) Case Management activities for IEP-driven Residential Placements

**Supplementary Services:**

"Wraparound" services are a category of the Social Services program. For wraparound services to be considered eligible for payment through this MOU they must be directly aligned to the IEP. Billing for these services must include invoices documenting service logs, frequency, and duration of service, and cost for each service.

Medication support is defined as services that ensure the correct administration and ongoing monitoring of medications ordered by a medical doctor (MD). The medication that has been ordered by a MD for a student must be listed in the IEP under the Present Levels of Performance Health Section. Medication management is defined as psychiatric evaluation, prescribing of medications and efficacy. Medication management is not a school function and therefore does not qualify for reimbursement under educationally related mental health services.

**Referrals and Assessment Reports:**

ICMH and the Inyo County SELPA agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as set forth in the IDEA and California Education Code. Assessment Reports, including recommendations for level of care, will be presented to the LEA for review five (5) working days before a student's IEP meeting in which mental health services will be considered. ICMH agrees to comply with IDEA assessment timelines (60 calendar days from parent written consent to the assessment to the completion of the assessment with a report written and provided to the LEA). For students with ICMH services on their IEPs as of July 1, 2011, ICMH agrees to provide the LEA with a summary status report with recommendations for services to the LEA for review five (5) working days before a student's IEP meeting.

## **2) COMPENSATION:**

Regardless of whether ICMH or the LEAs is the public agency responsible for providing mental health services to special education students, the Parties agree to fund the educationally-related assessments and mental health services as listed within a student's IEP in the following order: first with Medi-Cal funds whenever available and appropriate, then with AB 100 funds whenever possible, last with federal IDEA funds.

### **Use of Medi-Cal Funding:**

ICMH and Inyo County SELPA agree that ICMH will diligently pursue all available and appropriate funding for children who qualify for Medi-Cal services from the State of California to pay for educationally-related mental health services provided under this Agreement.

ICMH also recognizes that there is a County match to these Medi-Cal funds that is mandated within a performance agreement between the County and the California Department of Healthcare Services. ICMH agrees that these funding mechanisms will be the first mechanisms that ICMH will attempt to use when appropriate for the payment of educationally-related mental health services.

### **Use of State Funds Allocated Under AB 100:**

ICMH and Inyo County SELPA agree that if the funding described in AB 100 is delivered to ICMH, ICMH will use such funds, when Medi-Cal has first been determined to be unavailable or inappropriate, to support the services described in Section 1 of this Agreement and other allowable expenditures under the regulations associated with the AB 100 funding.<sup>1</sup>

ICMH will certify, with a final expenditure report in a format to be provided by Inyo County SELPA, that the expenditures reported have been made, that this report has been conducted in accordance with applicable laws and regulations, and that full records of receipts and expenditures have been maintained and are available for audit for a period of five (5) years after submission of the final expenditure report. This report will be provided to Inyo County SELPA by August 15, 2012. The final expenditure report shall also state: (a) student, (b) the units of service by individual client served, (c) dates of service detail for each client, (d) location of service, (e) program number of individual client, and (f) district of residence.

### **IDEA Funding:**

The Inyo County SELPA is under no obligation to transfer federal IDEA funds to ICMH for fiscal year 2011-2012. Rather, the IDEA funds shall only be used for educationally related mental health services for eligible students, including payment for the charges from ICMH, or for the residential care payments and placement-related mental health services. Under no circumstance shall the exhaustion of IDEA funds excuse any payment to ICMH for services rendered.

<sup>1</sup> This funding has traditionally been allocated through the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) and State Department of Mental Health Severely Emotionally Disturbed (SED) funding mechanisms. Based on current legislation it appears that this funding will be coming through a new process that will include a new set of regulations that will determine spending criteria of funds.

**Invoicing for Services:**

ICMH agrees to provide ERMHS to all Inyo County SELPA LEAs at the following cost per minute as determined by the most recent cost-reported rate of \$2.56 per minute pursuant to this Agreement. On behalf of the individual LEAs, Inyo County SELPA will utilize the Individual Service Agreement (ISA) in accordance with this MOU to contract with ICMH to provide ERMHS (Exhibit A). The ISA shall detail the specific LEA students that shall receive ERMHS from ICMH and the specific amount, frequency, and location of the ERMHS, which shall be in accordance with each specific student's IEP. ICMH shall ensure that only the ERMHS described in an ISA shall be provided to a student.

The Inyo County SELPA will reimburse ICMH for the provision of services rendered from July 1, 2011 to June 30, 2012. The ICMH will bill Inyo County SELPA semi-annually based on services rendered, actual costs and estimated revenue for services under this Agreement. Payments are due thirty (30) days after receipt of invoice. Funds will be transferred for the payment of these invoices, in a timely manner, once they have been received from the Department of Education.

The accounting records will include for each student the following data: the district of residence and the services provided as described in the student's IEP. The report will also include the units of service and cost per unit, the student's name, date of birth, provider name, date of service, unit/minutes/mode, cost per minute and service in sufficient detail to enable LEA to establish a link between the services provided and the individual student's IEP. ICMH is responsible for maintaining all required documentation in accordance with current practice for audit purposes.

3) **AUDIT:**

The Inyo County SELPA (and LEA) auditors will have access to ICMH records that support the claims filed pursuant to this Agreement for auditing purposes as allowed by state and federal law. ICMH will be responsible for any audit exceptions and/or disallowed claims filed pursuant to this Agreement for fiscal year 2011-12 which are the responsibility of the ICMH. LEAs will be responsible for any audit exceptions and/or disallowed claims filed pursuant to this Agreement for fiscal year 2011-12 which are the responsibility of LEAs. In the event of the need for an audit appeal, ICMH and the Inyo County SELPA will mutually agree upon the most expedient process for resolution. This audit provision shall survive the term of this Agreement.

4) **PRIVACY:**

The ICMH and the Inyo County SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191; of student record under the Family Educational Rights and Privacy Act, Section 1232g of Title 20 of the United States Code; and under provisions of state law relating to privacy. ICMH and the Inyo County SELPA shall ensure that all activities undertaken under this Agreement will conform to the requirements of these laws.

5) **DUE PROCESS HEARINGS:**

The Parties acknowledge that any special education due process claims involving facts that arose during any time period in which ICMH was responsible for implementing the AB 3632 mandate remains the responsibility of ICMH, and any special education due process claims involving facts that arose during any time period in which the Inyo County SELPA or any LEA were responsible for implementing the AB 3632 mandate remains the responsibility of the respective Inyo County SELPA or LEA. The Parties also

acknowledge that any responsibility of either party for providing services during the pendency of due process procedures are not affected by this MOU.

6) **DISPUTE RESOLUTION:**

The ICMH and the Inyo County SELPA agree that the following process will be used to address disputes on the implementation of the Agreement only after collaborative efforts have been attempted at the lowest possible level. ICMH and the Inyo County SELPA will name a mutually agreed upon mediator from an outside agency to assist the Parties to resolve disputes using a process of facilitated communication through non-binding mediation. The Parties will use the following process: A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party. If the issue is not resolved within five (5) business days, the party initiating the dispute shall request that the outside agency be contacted to schedule a meeting between the Parties. A resolution plan between the Parties will be developed, if agreed upon, no later than sixty (60) calendar days from the date mediator is contacted. The responsible ICMH and Inyo County SELPA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented. The costs for this service shall be shared equally between ICMH and the Inyo County SELPA.

7) **AMENDMENTS:**

This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to the Inyo County SELPA or provide additional compensation to the Inyo County Mental Health except as explicitly set forth in this or amended Agreement.

8) **INDEPENDENT CONTRACTOR:**

In the performance of this Agreement, ICMH and Inyo County SELPA are, at all times, acting and performing as independent parties, and this Agreement creates no relationship of employer and employee as between them, including their respective agents and employees. ICMH and Inyo County SELPA agree that neither party nor its agents and employees have any rights, entitlement, or claim against the other for any type of employment benefits or workers' compensation or other programs afforded to the other party's employees.

Each party shall be responsible for its applicable State and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

9) **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

The ICMH agrees to indemnify, defend, and hold harmless Inyo County SELPA employees, agents, and elective and appointive boards from and against any and all claims, suits, losses, damages and liability, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of ICMH, its employees or agents.

The Inyo County SELPA agrees to indemnify, defend, and hold harmless ICMH, its employees, agents and elective and appointive boards from and against any and all claims, suits, losses, damages, and liabilities, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of Inyo County SELPA, its employees or agents.

This indemnification shall extend to all claims, suits, losses, damages, injury, and liability for injuries occurring after completion of either party's services, as well as during the progress of rendering such

services. Acceptance of insurance required by this Agreement does not relieve the Parties from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by ICMH's or Inyo County SELPA's operations, regardless of whether any insurance is applicable or not.

**10) ENTIRETY OF AGREEMENT:**

This Agreement contains the entire agreement of Inyo County SELPA and ICMH with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

**11) LAWS AND VENUE:**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Inyo, State of California, unless otherwise specifically provided for under California law.

**12) THIRD PARTY RIGHTS:**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Inyo County SELPA, ICMH and LEAs.

**13) SEVERABILITY:**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

**14) CONDITION PRECEDENT:**

This Agreement shall not be effective unless and until each of the parties execute this Agreement through their respective Governing Boards, if required. However, if this Agreement is executed, the effective date of this Agreement is July 1, 2011.

**15) CONTRACT TERM:**

This Agreement shall remain in full force and effect from July 1, 2011, through June 30, 2012. ICMH agrees to complete all services and execute other duties contained within said Description of Services by June 30, 2012.

**16) TERMINATION:**

Either party shall have the right to terminate this Agreement without cause upon a minimum of forty-five (45) business days written notice to the other party.

**17) SIGNATURES IN COUNTERPARTS:**

This Agreement may be signed in counterparts such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. The Parties agree that faxed signatures are binding for this Agreement.

**SIGNATURE PAGE**

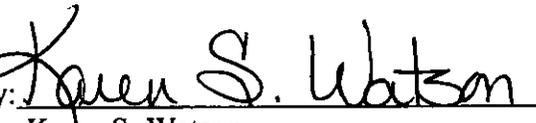
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers in the County of Inyo, California. This Agreement is effective July 1, 2011 by and between the undersigned parties.

INYO COUNTY SUPERINTENDENT OF SCHOOL

By:   
Dr. Terence D. McAteer  
Inyo County Superintendent of Schools

Date: 5/28/12

INYO COUNTY SELPA

By:   
Karen S. Watson  
SELPA Director

Date: 5-31-12

INYO COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES MENTAL  
HEALTH DIVISION

By: \_\_\_\_\_  
Jean Turner, MA  
Health and Human Services Director

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

## EXHIBIT A

### INDIVIDUAL SERVICE AGREEMENT (ISA) UNDER THE INYO COUNTY SPECIAL EDUCATION

#### Memo of Understanding For Inyo County MENTAL HEALTH SERVICES

NAME OF LOCAL EDUCATION AGENCY: \_\_\_\_\_

PUPIL'S NAME: \_\_\_\_\_ SEX: ( ) M ( ) F  
(Last) (First) (Middle)

PUPIL's I.D. #: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ GRADE: \_\_\_\_\_

RESIDENTIAL SETTING: ( ) HOME ( ) FOSTER ( ) LCI LCI PHONE # \_\_\_\_\_

PUPIL'S ADDRESS: \_\_\_\_\_

PARENT/GUARDIAN'S NAME: \_\_\_\_\_ PHONE: ( ) ( )  
(Residence) (Business)

All terms and conditions of the current Inyo County Special Education Local Planning Area Master Contract Memo of Understanding with Inyo County Mental Health, hereinafter referred to as the "MOU," are incorporated herein by this reference. All parties will implement the pupil's Individualized Education Program (IEP) in accordance with this Individual Service Agreement and the MOU. Invoices shall be submitted based on actual service provided and attendance of the student.

**ASSESSMENT AND/OR RELATED SERVICES: ESTIMATE NOT TO EXCEED \$2.61 PER MINUTE**

Pupil's Name:	SERVICE PROVIDED				ESTIMATED TOTAL
	MINUTES	FREQUENCY <small>(TIMES PER WEEK/ MONTH/ YEAR)</small>	WK/ MONTH/YEAR	START DATE	
Service					
1. Assessment/Evaluation					
2. Individual Student Therapy					
3. Group Therapy					
4. Collateral Services (families, significant others)					
5. Case Management/Consultation					
6. Case Management for IEP-driven Residential Placements					
7. Plan Development					
8. Wraparound services as defined in IEP					
<b>MAXIMUM RELATED SERVICES COST ESTIMATE FOR 2011-12 SCHOOL YEAR</b>					

INDIVIDUAL SERVICE AGREEMENT (ISA)

The parties hereto agree to comply with the terms of the MOU and hereby execute this Individual Service Agreement by and through their duly authorized agents or representatives.

**Inyo County Mental Health**

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**Local Educational Agency**

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\_\_\_\_\_  
(Authorized Signature)                      (Date)

\_\_\_\_\_  
(Authorized Signature)                      (Date)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Telephone)



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

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

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF: June 12, 2012**

**SUBJECT: Approval of MOU between Life Remedies & Celebrations and the CA United Homecare Workers**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approved the Memorandum of Understanding (MOU) between Life Remedies and Celebrations (LRC), the nonprofit consortium providing Employer of Record services to In-Home Supportive Services (IHSS) providers, and the California United Homecare Workers Union for the period of June 12, 2012 through June 11, 2014; contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This MOU comes before you for approval, following successful negotiations based on direction from your Board. This agreement provides for a first-year wage increase from \$8.00 to \$8.75 per hour for IHSS providers; in year two, the wage increase goes to \$9.25 per hour. Included in the MOU is the previously agreed-upon language regarding protections for the County in the event that realignment revenues come in lower.

**ALTERNATIVES:**

Your failure to approve this MOU would not be viewed as good faith bargaining, and would result in further labor-related challenges.

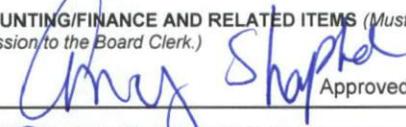
**OTHER AGENCY INVOLVEMENT:**

Life Remedies and Celebrations, California United Homecare Workers Union

**FINANCING:**

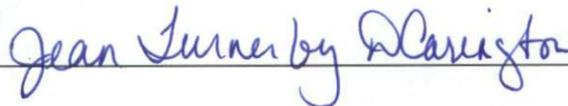
Federal and State Social Services funding and Social Services Realignment. These costs are budgeted in Social Services (055800) in Support and Care (5501). No County General Fund.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: <u>6-5-12</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>6/6/12</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>6/1/12</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 06/06/12

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LIFE REMEDIES & CELEBRATIONS  
(INYO COUNTY IHSS NON-PROFIT CONSORTIUM)  
AND  
CALIFORNIA UNITED HOMECARE WORKERS UNION (CUHW)

JUNE 12, 2012 THROUGH JUNE 11, 2014

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MEMORANDUM OF UNDERSTANDING  
between  
LIFE REMEDIES & CELEBRATIONS  
(INYO COUNTY IHSS NON-PROFIT CONSORTIUM)  
and  
CALIFORNIA UNITED HOMECARE WORKERS UNION (CUHW)  
2012-2014

ARTICLE I            PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "Memorandum" or "MOU", is made by and between Life Remedies & Celebrations Non-Profit Consortium (hereinafter referred to as LRC) as Employer of Record for the County of Inyo and the California United Homecare Workers Union (CUHW), hereinafter referred to as "Union", representing those Independent IHSS Care Providers who are members of the Inyo County IHSS Care Provider Unit. This agreement shall be in compliance with the Inyo County Employer-Employee Relations Resolution 2003-76 except as otherwise provided in Sections 12300 and 12301.6 of the State of California Welfare and Institutions Code as amended. The Union and LRC acknowledge that the relationship between LRC and the Providers in the Inyo County Care Provider Unit, who are Individual Providers, is governed by State law, specifically Welfare and Institutions Code Section 12301.6, that this relationship is unique, in that LRC does not employ or manage the IHSS Care Providers in the role of a traditional employer and that the IHSS Recipients (Consumers) remain the employer for the purposes of hiring and firing, training and supervising the work of any Individual Provider providing services to them.

ARTICLE II            NON DISCRIMINATION

There shall be no discrimination in the interpretation, application or enforcement of the express terms of this MOU because of sex, race, creed, color, national origin, sexual orientation, age, disability or participation or non-participation in Union activities against any Provider by LRC Non-Profit Consortium or the Union.

ARTICLE III            LRC NON-PROFIT CONSORTIUM (EMPLOYER OF RECORD) RIGHTS

Unless otherwise specified in this Memorandum of Understanding, LRC Non-Profit Consortium (Employer of Record) retains the exclusive right to determine the merits, necessity or organization of any service or activity and to determine the methods, means and personnel by which its operations are to be conducted; to determine its mission, and that of any constituent subsections, committees, and other related work groups to add or delete names of IHSS Care Providers to and from the Registry, and to take all necessary actions to carry out its mission in emergencies.

Nothing herein shall limit the authority of LRC Non-Profit Consortium to make necessary changes to carry out its operations during an emergency. LRC Non-Profit Consortium shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event caused by forces beyond the control of LRC Non-Profit Consortium, involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency. The Union shall be notified as soon as the emergency is resolved.

#### ARTICLE IV           LIMIT OF LIABILITY

LRC Non-Profit Consortium is an independent legal entity, separate and apart from the County of Inyo. LRC Non-Profit Consortium has no power to bind the County of Inyo to any contractual or legal obligations, nor may the obligees of Life Remedies & Celebrations seek recourse against Inyo County for any financial or legal obligation of LRC Non-Profit Consortium.

#### ARTICLE V           UNION RECOGNITION

##### Section 1       Recognition

Life Remedies & Celebrations a 501 (3) (c) Non-Profit Consortium recognizes the California United Homecare Workers Union as the exclusive representative of the In Home Supportive Services Individual Care Provider Unit covered by this Agreement.

##### Section 2       Officials and Representatives

The Union shall provide a current Official Representatives List to the Director of LRC Non-Profit Consortium. This list shall include the name, title, telephone number, mailing address and e-mail (optional) address of the Union's official representatives. The Union shall notify the LRC Director of any changes to the list. LRC shall not recognize the official Union representatives until such a list is provided to the LRC Director. LRC Non-Profit Consortium shall not recognize changes to the list until such changes are provided to the LRC Director in writing.

##### Section 3       Agency Shop (Provider approved and certified by the State Mediation and Conciliation Service on November 10, 2009)

The Agency Shop provisions contained in this Article shall only go into effect if a majority of voting eligible Unit members in the Agency Shop election approve. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all Providers in the unit regardless of whether or not they are members of the Union.

To determine whether Providers in the unit wish to be covered by an agency shop provision, an election will be conducted simultaneously with the ratification vote on this MOU. The contract ratification agreement and agency shop ballot will be mailed in the same envelope. The election

will be conducted under the auspices of the California State Mediation and Conciliation Service using a mail ballot. The ballot will include the standard agency shop language provided by the State Mediation and Conciliation Service. Providers eligible to vote in this election shall be all Providers paid on the most recent payroll prior to the election date for which data is available. Determination of the election shall be made by a majority vote of all those voting. The cost of this election shall be borne by the Union.

- (1) If such an election is certified by the State Mediation and Conciliation Service, IHSS Providers shall, as a condition of employment, either:
  - (a) Become and remain a member of the Union; or
  - (b) Pay to the Union an agency fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws; or
  - (c) Implement both of the following:
    1. Execute a written declaration that the Provider is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    2. Pay a sum equal to the agency shop fee described above to a non-religious, non labor, charitable fund chosen by the Provider from among mutually agreed upon charities in advance. The charitable organizations are as follows:
      - a) Inyo County Animal Resources and Education (ICARE)
      - b) Bishop Museum and Historical Society
      - c) Playhouse 395
- (2) It shall be the sole responsibility of the Union to determine a service fee which meets the above criteria. The Union shall provide LRC Non-Profit Consortium Director with a copy of the Union's agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit members as required by all applicable laws. Failure by a Provider to invoke the said procedure within one month after actual notice shall be a waiver by the Provider of his/her right to contest the amount of the agency fee, unless otherwise required by law.
- (3) The Union shall provide the LRC Director with copies of the financial report required pursuant the Labor Management Disclosure Act of 1959. Such report shall be available to Providers in the unit within sixty (60) days after the end of the fiscal year.
- (4) Such dues or fees shall be deducted from the Provider's paycheck on a semi-monthly basis starting the first day of the month following the completion of thirty (30) days of employment, subject to the limitations and practices of the California State payroll system. This provision shall become effective the first day of the month following thirty (30) days after certification.

- (5) The Provider's earnings must be sufficient after required deductions are made to cover the amount of dues or agency shop fees. When a Provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. When an Individual Provider is paid for less than twenty (20) hours during any month, no dues payment or agency shop fee will be withheld or due for that entire month. All required deductions have priority over Union dues and agency shop fees.
- (6) New Providers covered by this agreement shall, within thirty (30) calendar days of employment execute an authorization for payroll deduction for Union dues, an agency fee or if eligible, a charitable contribution, pursuant to this section. The required dues or service fee shall be deducted from each bargaining unit Provider's paycheck as designated by the Union starting within thirty (30) days of employment.
- (7) The Union shall provide the LRC Director with the appropriate fair share membership form for distribution to all new IHSS Providers who become covered by this MOU after the effective date of the MOU.
- (8) The Union shall defend, indemnify and hold harmless the LRC Non-Profit Consortium and the County of Inyo, its officers and employees, from any claims, demands, suits, orders, or judgments, or any other forms of liability that arise out of or in connection with the Agency Shop Agreement or action taken or not taken. This includes, but is not limited to, the County's and LRC's Attorney fees and costs, by the County and/or LRC Non-Profit arising from the agreement and/or other Union related deductions from Providers' paychecks.

#### Section 4 Dues Deduction

The Union has the exclusive privilege of dues deduction for all IHSS Providers covered by this Agreement. The LRC Non-Profit Consortium will work collaboratively with the Union and the State Controller to request the deduction of said dues, fees and/or assessments including the voluntary deduction by Providers to the Union's COPE (Committee for Political Education) fund subject to the payroll practices and limitations of the State and provided that the Providers have signed an authorization card. The Union shall be solely responsible for payment to the State of any expenses related to the administration of this deduction.

The Union shall indemnify, defend, and hold harmless the State of California, Inyo County, and LRC Non-Profit Consortium (Employer of Record), and their officers, employees and agents against any claim made and against any suit initiated against one or more of them involving payroll deductions of payroll dues, premiums or other Union-related deductions or lack thereof.

#### Section 5 Printing of Memorandum of Understanding

The Union and LRC Non-Profit Consortium shall individually bear the per unit cost of printing copies of the MOU for distribution by the respective party to management and Providers.

## Section 6 Information

The LRC Non-Profit Consortium (Employer of Record) shall endeavor on a monthly basis to provide to the Union a list of current Providers including name, address, telephone number, unique identifier recognized by the State of California IHSS Payroll System, authorized hours and hours worked if available. The list will be provided on a diskette or via electronic mail in an agreed upon format.

### ARTICLE VI BULLETIN BOARDS AND ACCESS

LRC Non-Profit Consortium will furnish for use of the Union a bulletin board at the LRC Non-Profit IHSS Registry office. The bulletin board space shall be used only for the following subjects:

1. Information concerning Union elections or the results thereof.
2. Reports of official business of the Union, including reports of committees of the Union's Board of Directors.
3. Union recreational, social and related news bulletins, scheduled meetings.

All materials shall clearly state that it is prepared and authorized by the Union. The Union agrees that notices posted on the bulletin board shall not contain anything that may reasonably be construed as maligning LRC Non-Profit Consortium, its staff, Inyo County representatives or the Board of Supervisors.

#### Access of Authorized Union Representatives

The LRC Non-Profit Consortium agrees to admit to its Inyo County office, the authorized Union representative for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring this agreement, provided that the Union representative has first contacted an official of the LRC Non-Profit Consortium and secured his/her approval to enter the office. The Union shall notify the LRC Non-Profit Consortium of the names of its authorized representatives and access shall be limited to these persons.

### ARTICLE VII REGISTRY SERVICES

It is recognized that one of the LRC Inyo County Registry's primary missions is to provide Registry services to facilitate the referral of Providers for consumers to consider for hiring. The operation of the Registry will be conducted in a manner that will respect the rights and needs of consumers and Providers. The Inyo County IHSS Registry retains the exclusive right to list, refer with or without comment, suspend or remove an individual from the Registry.

## Appeal Process

The appeal process contained herein is only applicable to Individual Providers who are employed by IHSS Consumers. Those individuals desiring to be placed on the Registry but who have not yet been employed by a consumer are not eligible to utilize the appeal process.

The LRC Inyo County IHSS Registry will give written notice to any Individual Provider of any adverse decision affecting the Provider position on the Registry. Such notice shall inform affected Provider of his/her right to file an appeal, his/her right to Union representation and the contact number for the Union. The Provider may file a written appeal for such adverse decision to the Inyo County IHSS Registry Manager within fourteen (14) days after the notice of decision. The Provider may submit any additional relevant evidence or statements along with the appeal. Inyo County IHSS Registry staff will review the appeal and respond in writing within ten (10) calendar days. A copy of the written decision will be sent to the Union. If the decision is not satisfactory to the Individual Provider he/she may appeal to the Director. The appeal must be in writing and received by the Director within ten (10) calendar days. The Director will make a decision within twenty (20) days. The decision will be mailed to the Provider and the Union and will be final and binding.

## ARTICLE VIII CONSUMER RIGHTS AND CONFIDENTIALITY

Consumers have the sole and undisputed right to hire, train and supervise the work of any IHSS Care Provider and to terminate any IHSS Care Provider without cause and without notice. Consumers shall retain their right to direct services rendered by the IHSS Care Provider as set forth in the Welfare and Institutions Code.

The Union shall not seek information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IHSS Care Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed pursuant to this section, the consumer and LRC Non-Profit Consortium shall be notified of such release or disclosure immediately.

The Union shall have no contact with the consumer or the Provider at the consumer's home without the express permission of the consumer. This section does not apply to contact with the Provider when the Provider and the consumer share the same residence.

Union representatives shall not conduct Union business, including business related to the enforcement of this Memorandum of Understanding at the home of the consumer. However, Union representatives have the right to contact individual Providers at the addresses provided to them. In certain instances, the Union representatives may inadvertently visit a consumer's home, having been given the consumer's address as that of the individual Provider. Under such circumstances, the Union representative may speak with the individual Provider only after

explaining the purpose of the visit and after having received permission from both the consumer and the individual Provider either (1) to make an appointment for a meeting at another location and/or time; or (2) to continue with a meeting. The time spent in any such meeting shall not be counted as work time.

## ARTICLE IX PROVIDER RIGHTS AND RESPONSIBILITIES

### Section 1 Provider Rights

Providers have the right to decline or terminate employment at any time and for any reason. LRC Non-Profit Consortium (Employer of Record for Inyo County) and the Union encourage Providers to provide at least two weeks notice to consumers if possible and to LRC Non-Profit Consortium (Inyo County IHSS Registry) to enable the consumer to retain a replacement.

### Section 2 Provider Responsibilities

It shall be the responsibility of every Provider of In-Home Support Services in Inyo County to:

- A. Perform authorized tasks only. The IHSS program does not compensate Providers for non-authorized tasks, nor will the Provider be covered by Workers' Compensation Insurance if injured while performing unauthorized work.
- B. Submit accurate, legible and timely time sheets. It is the Provider's responsibility to keep payroll stubs for their own personal records.
- C. Immediately report on-the-job injuries to the Social Worker.
- D. Report to work alone and not bring to the consumer's home children, or family members during IHSS authorized work hours unless preauthorized by the consumer.
- E. Maintain confidentiality and not divulge consumer information with anyone other than the LRC Non-Profit consortium and Inyo County IHSS staff. Providers are bound by the Confidentiality of Medical Information Act of 1981, Section 56 et seq. California Civil Code and Section 10950 of the Welfare and Institutions Code. These codes prohibit disclosure of a consumer's name, personal data, medical conditions or any other information about an IHSS consumer.
- F. Immediately report by telephone or as soon as practicably possible to either the Inyo County Adult Protective Services (APS) or local law enforcement any incident of elder and dependent adult abuse. Providers are considered "mandated reporters" under Section 15630 (a) of the Welfare and Institutions Code. Any knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect (including self-neglect) or reasonably suspects such abuse shall immediately report the incident.

The Provider shall also submit a written report to either APS or local law enforcement within two working days. Failure to report is a misdemeanor, punishable by a fine, jail or both.

- G. Offer and perform services without discrimination based on race, religion, religious creed, ancestry, color, national origin or ethnic group identification, sex, age, marital status, sexual orientation, medical condition or physical or mental disability.
- H. Notify the consumer in a timely manner of any absences, time off or changes in work schedule.

## ARTICLE X            ORIENTATIONS

LRC Non-Profit Consortium conducts orientation services for In-Home Support Providers individually for the convenience of the Provider. LRC Non-Profit Consortium will distribute Union provided materials at orientation sessions. The Union agrees that the material shall not contain anything that may reasonably be construed as maligning LRC Non-Profit Consortium, its staff, Inyo County representatives or the Board of Supervisors.

## ARTICLE XI          TRAINING

### Section 1          LRC Non-Profit Consortium Training

Consistent with California Welfare and Institutions Code Section 12301.6, LRC Non-Profit Consortium will provide access to training for IHSS Care Providers and consumers, providing adequate funding is made available to LRC Non-Profit Consortium (Employer of Record) and the County of Inyo. Trainings shall be on the Provider's time and not compensated by the LRC Non-Profit Consortium.

### Section 2          Union Training

The Union may also develop and present training programs to assist Individual Providers in their work on behalf of IHSS recipients/consumers. Those choosing to attend such training shall do so on their own time. In addition, LRC Non-Profit Consortium will distribute appropriate training material prepared by the Union and supplied to LRC Non-Profit Consortium for its' training classes.

## ARTICLE XII        TRANSPORTATION

### Section 1          Bus Passes

LRC Non-Profit Consortium (Employer of Record for Inyo County) will work with the Union in an effort to obtain discounted or free bus passes for Providers and consumers.

Section 2 Personal Vehicles

LRC Non-Profit Consortium (Employer of Record for Inyo County) shall notify Providers in writing that they are not required as a condition of employment to use their personal vehicles for transportation or other services for consumers.

ARTICLE XIII DIRECT DEPOSIT

In order to ensure that Providers receive their paychecks in a timely manner and to avoid late paychecks, missing paychecks and delayed or lost mail, LRC Non-Profit Consortium (Employer of Record for Inyo County) within the constraints of its' authority in Inyo County agrees to collaborate with the Union to request that the State Controller's Office will provide direct deposit of IHSS Providers paychecks into their accounts when this service is made available to the Provider by the State Controller. This service will be optional and made available at no additional cost to the LRC Non-Profit Consortium (Employer of Record for Inyo County) or the Provider.

ARTICLE XIV WAGE AND WAGE CONTINGENCY

The following wages shall be applied to Individual Providers as of the dates shown below:

Section 1 Wages

- A. Initial wage upon approval by State of California \$8.75/hour
- B. Effective 12 months from the date of the initial wage increase \$9.25/hour

Section 2 Wage Contingency

The uncertainty of the levels and continuation of state and federal funding for the IHSS program requires that the County protect its other programs and services from sudden revenue shifts. Contract commitments to the IHSS program could result in millions of dollars of unfunded liability if the levels of state and federal participation change. Due diligence requires that the County protect its fiscal interests in this regard. (Note: the term "wage, wages, or wage cost" as used hereafter includes wages, benefits, employment taxes and administrative costs.)

If during the term of this Memorandum of Understanding, if state or federal participation levels are reduced or if the Social Services realignment base is reduced below the base for FY 2011-12 or if the funding received by the County for Social Services realignment base is reduced below the base for FY 2011-12 or the state or federal sharing formula is modified in a way that would result in an increased cost to the County to maintain the wage level described in this MOU, wages will be reduced by an amount necessary to keep the total cost to the County the same as such cost that existed on the day prior to the effective date of such reduction or modification. The wage adjustment will be effective on the date the reduction or modification is effective.

Within 30 days of notification of such change the Parties will meet and consult on the impact of such changes.

Notwithstanding the above, the wage rate for Providers shall not be reduced below \$8.50 per hour during the term of the agreement.

## ARTICLE XV GRIEVANCE PROCEDURE

### Definition

A grievance is any dispute which involves the interpretation or application of any provision of the Memorandum of Understanding by a Provider, a group of Providers, or the Union excluding however, the Preamble, the outcome of Labor-Management Committee discussions and those provisions of this MOU which specifically provide that the decision of any IHSS LRC Non-Profit Consortium (Employer of Record) official or consumer shall be final, the interpretation or application of those provisions not being subject to the complaint procedure. The Union may represent the complainant at any stage of the process.

IHSS Provider participation in the grievance procedure in any capacity shall be solely on the Provider's own time and shall not be treated as being within any consumer's allocated service hours, or as paid time. Unless the LRC Non-Profit Consortium and the Union have agreed otherwise in writing to the contrary, the filing and processing of a grievance shall not serve to stay any IHSS LRC Non-Profit action. Grievances must be filed within fourteen (14) working days of the incident or occurrence giving rise to the complaint.

### Grievances shall be processed in the following manner:

Step 1. (Informal) Any IHSS Provider who believes that a provision of this MOU has been violated shall discuss the grievance with the LRC Non-Profit Consortium staff or such representative as the LRC Non-Profit Consortium may designate. A decision by the LRC Non-Profit Consortium will be issued within ten (10) working days following the discussion.

Step 2. (Formal) If the grievance is not satisfactorily resolved at Step 1 above, the grievant or the Union may submit the grievance in writing to the LRC Non-Profit Consortium Director within ten (10) working days of notice of the informal decision. The grievance shall state which provision of the MOU has been violated, and the remedy sought, if any.

The LRC Non-Profit Consortium Director shall have ten (10) working days in which to respond to the grievance in writing. If the Union requests a meeting with the LRC Non-Profit Consortium Director, such meeting will be held. If a meeting is held, the written response shall be submitted within ten (ten) working days following the meeting.

Step 3. (Mediation) If the grievant disagrees with the decision of the LRC Non-Profit Consortium Director, the decision may be appealed to non-binding advisory mediation within ten (10) working days. The parties will contact the California State Mediation and Conciliation

Service to obtain the services of a mediator. The mediator will be asked to review the dispute and issue a proposed written recommendation.

The IHSS LRC Non-Profit Consortium (Employer of Record) Director will consider the mediator's recommendations in reaching a final decision. The grievant and the Union will be notified of the final decision of the LRC Non-Profit Consortium Director within ten (10) working days of obtaining the mediator's proposed decision. The cost of the mediator's services, if any will be shared equally by the parties.

### Time Limits

Each party involved in a grievance shall act quickly so that the complaint may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the grievant or the Union fails to file or advance a grievance within the above specified time limits, the complaint shall be forfeited.

The union and the LRC Non-Profit Consortium may agree to waive the time limits for the processing of a grievance. Such waivers shall be in writing and shall be for a specified period of time.

## ARTICLE XVI                      LABOR MANAGEMENT COMMITTEE

LRC Non-Profit Consortium and the Union agree to create a labor-management committee in order to encourage open communication, promote harmonious relations and resolve matters of mutual concern. The committee will meet as mutually agree to by the parties.

The committee will work cooperatively to address matters affecting the relationship between the parties and to develop measures to improve recipient care and the IHSS program. The committee shall not engage in negotiations or consider matters properly the subject of a complaint process.

Committee members will serve on a voluntary basis and will receive no remuneration from LRC Non-Profit Consortium for their participation.

The committee will be composed of two (2) representatives appointed by LRC Non-Profit Consortium and two (2) representatives appointed by the Union. It is the responsibility of the Union to notify the LRC Non-Profit Consortium Director of any changes to the Union's representatives.

## ARTICLE XVII                      NO STRIKE, NO LOCKOUT

The unimpaired continuation of In-Home Support Services is of paramount importance to the county residents and specifically to the recipients of home care services. The Union agrees that during the term of this Memorandum of Understanding, neither its' officers, employees, agents

or members shall engage in, authorize, sanction or support any strike, slowdown, stoppage of work or refusal to perform customary duties. LRC Non-Profit Consortium agrees not to lock out or prevent Providers covered by the Memorandum of Understanding from working for their consumers and being paid for that work. This provision shall continue in full force and effect for the term of this Agreement and until a successor agreement is reached.

## ARTICLE XVIII                      MODIFICATION AND WAIVER

**MODIFICATION:** Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in the Memorandum of Understanding shall not be binding on the parties unless made and signed in writing by the parties to this Memorandum of Understanding (CUHW and LRC Non-Profit Consortium), and if required, approved and implemented by the Board of Directors of LRC Non-Profit Consortium and Inyo County Board of Supervisors.

**WAIVER:** The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its' terms and provisions. Regarding matters not covered by this agreement the Union agrees that it has specifically waived any further right to bargain during the term of this Memorandum of Understanding on any subject discussed in bargaining or listed in the LRC Non-Profit Consortium (Employer of Record) Rights clause.

## ARTICLE XIX                      FULL UNDERSTANDING, SAVINGS CLAUSE, AND TERM

### Section 1              Full Understanding

LRC Non-Profit Consortium and the Union agree that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other party shall not be required to meet and confer during the term of this Agreement with respect to any matter covered herein, except regarding the interpretation of this Memorandum of Understanding. Nothing in this Section is intended to prevent the LRC Non-Profit Consortium and the Union from meeting and conferring during the term of this Agreement regarding matters covered herein upon the mutual agreement of the parties to do so.

### Section 2              Savings Clause

In the event that any section, clause or provision of this Agreement be declared illegal, unlawful or unenforceable by final judgment of a court of competent jurisdiction the LRC Non-Profit Consortium and the Union agree to meet and confer for the sole purpose of developing a mutually acceptable replacement provision.

Section 3 Term

This Agreement shall become effective the first business day following final approval by the LRC Non-Profit Consortium Governing Board and the Inyo County Board of Supervisors and shall terminate on June 11, 2014.

Should the Union or LRC desire to renew the MOU, they may do so by providing written notification of their intent to do so at a time prior to the last three (3) month period of its duration. After notification is provided, the parties shall commence negotiations for a successor MOU during the last three (3) months of this MOU at dates and times agreed to by the parties.

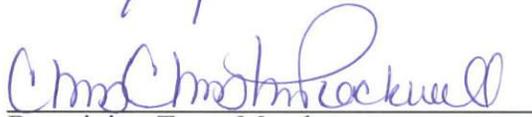
SIGNATURES

*For the Union*



Will Hirst,  
Chief Negotiator CUHW

Date 5/24/12



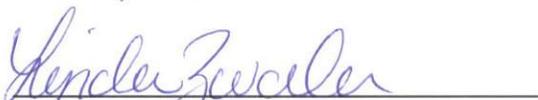
Bargaining Team Member

Date 5/16/12



Bargaining Team Member

Date 5/16/12



Bargaining Team Member

Date 5-11-12

*For Life Remedies & Celebrations*



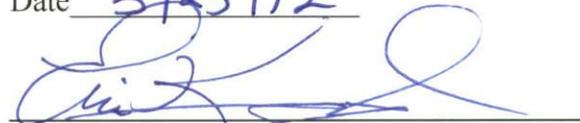
Rochelle Parkinson,  
LRC Executive Director

Date 5-29-2012



William L. "Bill" May  
Chief Negotiator LRC

Date 5/35/12



Eric Kammersgard  
President, LRC Board of Directors

Date \_\_\_\_\_

Marty Fortney  
Chairperson, Inyo County Board of Supervisors

Date \_\_\_\_\_



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

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

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT: Approval of MOU between County of Inyo and County of Mono for Disaster CalFresh Mutual Aid**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the Inyo-Mono Disaster CalFresh Mutual Aid MOU, and authorize the chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In 2011 the HHS Employment and Eligibility division prepared and submitted a Disaster CalFresh Plan to the California Department of Social Services. The purpose of the plan is to have a policy and procedure outlined for issuance of Disaster CalFresh (food stamps) benefits in the event that the County is struck by a disaster and the ongoing CalFresh Program cannot meet the needs of eligible households. Disaster CalFresh benefits will only be approved in the event that a major disaster has been declared by the President of the United States, or in a smaller localized disaster where commercial channels of food distribution have been disrupted. In such an event, Inyo County must request authorization from the California Department of Social Services or the Federal Food and Nutrition Service (FNS) Regional Disaster Task Force to issue Disaster CalFresh benefits.

The Inyo County HHS Employment and Eligibility division and the Mono County Social Services Department have developed a basic mutual aid agreement to support issuance of Disaster CalFresh benefits in the event that a disaster damages a county building and equipment to the extent that either county is prevented from processing Disaster CalFresh applications independently. Under the MOU, post disaster support/services include, but are not limited to: worksite locations, personnel support, and/or technical support.

**ALTERNATIVES:**

Your Board could choose not to sign the Disaster CalFresh Mutual Aid MOU. Doing so could delay or prevent Inyo County residents access to Disaster CalFresh benefits if local resources are damaged or are inaccessible due to a major disaster.

**OTHER AGENCY INVOLVEMENT:**

Mono County Social Services Department

**FINANCING:**

None

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>5/23/2012</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b> 	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 5-29-12

Inyo-Mono Disaster CalFresh Mutual Aid

Memorandum of Understanding

In order to provide for ongoing service delivery in the case of disaster, either natural disaster (such as storm, wildfire, flood, earthquake or other natural disaster), or other disaster (such as arson, electrical failures, ruptured pipes or other events) which render a Department of Social Services (DSS) incapable of performing their daily Disaster CalFresh duties at their own site (Disaster County), the undersigned DSSs agree to provide post-disaster support and/or services as needed. This post disaster support is intended to facilitate ongoing delivery of Disaster CalFresh services remotely from the supporting county where surplus resources are readily available. These post disaster support/services include, but are not limited to worksite locations, personnel support, and/or technical support.

Resources will only be provided as available in the supporting county and as determined solely by the supporting county. The duration of use may be time limited to reflect limited availability and duration will also be determined solely by the supporting county.

This MOU is not a contract and nothing in this MOU should be deemed or interpreted to mandate compliance by the participating member counties.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# COUNTY OF INYO

**Department of Health and Human Services  
Employment and Eligibility Division**

## **CALFRESH DISASTER PLAN**

**June 30, 2011**

Submitted by: *Jean Turner*

*Jean Turner, Director, Inyo County Health and Human Services Department*

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## EMERGENCY CONTACTS

### Federal

FNS Disaster Assistance Coordinator: Brenda Lisi, [Brenda.Lisi@fns.usda.gov](mailto:Brenda.Lisi@fns.usda.gov), (703) 305-2041

FNS Disaster Assistance Webpage: <http://www.fns.usda.gov/disasters/disaster.htm>

### State

As early as possible, the county will connect with the CDSS CalFresh Branch to advise on the status of the disaster.

Name	Dept/Title	Phone Number	E-mail address
Kristin Brinks	CDSS/CalFresh Branch/SSM I	(916) 654-1435	<a href="mailto:kristin.brinks@dss.ca.gov">kristin.brinks@dss.ca.gov</a>
Shanee Clark	CDSS/CalFresh Branch/Analyst	(916) 653-7973	<a href="mailto:shanee.clark@dss.ca.gov">shanee.clark@dss.ca.gov</a>
Brian Tam	CDSS/CalFresh Branch/Chief	(916) 653-5420	<a href="mailto:brian.tam@dss.ca.gov">brian.tam@dss.ca.gov</a>
Mike Papin	CDSS/CalFresh Branch/Bureau Chief	(916) 654-1880	<a href="mailto:mike.papin@dss.ca.gov">mike.papin@dss.ca.gov</a>
Linda Patterson	CDSS/CalFresh Branch/Chief	(916) 651-9915	<a href="mailto:linda.patterson@dss.ca.gov">linda.patterson@dss.ca.gov</a>
Rapone Anderson	CDSS/PIB/SSM II	(916) 653-1511	<a href="mailto:rapone.anderson@dss.ca.gov">rapone.anderson@dss.ca.gov</a>
Lucy Hildebrand	CDSS/PIB/Analyst	(916) 653-8421	<a href="mailto:lucy.hildebrand@dss.ca.gov">lucy.hildebrand@dss.ca.gov</a>
Yvonne Lee	CDSS/PIB/Chief	(916) 657-3451	<a href="mailto:yvonne.lee@dss.ca.gov">yvonne.lee@dss.ca.gov</a>
Lori Starnes	CDSS/Fraud/Bureau Chief	(916) 263-5738	<a href="mailto:lori.starnes@dss.ca.gov">lori.starnes@dss.ca.gov</a>
Hope Rios	FNS/Policy Coordinator	(415) 705-1361 ext. 313	<a href="mailto:hope.rios@fns.usda.gov">hope.rios@fns.usda.gov</a>
Veronica Brown	FNS/EBT Coordinator	(415) 705-1361 ext. 313	<a href="mailto:veronica.brown@fns.usda.gov">veronica.brown@fns.usda.gov</a>
Dave Bailey	FNS/Section Chief	(415) 705-1361 ext. 303	<a href="mailto:dave.bailey@fns.usda.gov">dave.bailey@fns.usda.gov</a>
Patty Lower	OSI/EBT Assistant Project Director	(916) 263-1680	<a href="mailto:patty.lower@osi.ca.gov">patty.lower@osi.ca.gov</a>
Joan Gifford	Customer Service Coordinator	(916) 263-4163	<a href="mailto:joan.gifford@osi.ca.gov">joan.gifford@osi.ca.gov</a>
John Gaebler	Operations Manager	(916) 263-3268	<a href="mailto:john.gaebler@osi.ca.gov">john.gaebler@osi.ca.gov</a>

When the county is ready to initiate the Disaster CalFresh or waiver process, the CDSS CalFresh Branch will establish daily conference calls with affected:

- FNS,
- SAWS consortia manager(s),
- State EBT Project,
- CDSS Fraud & Program Technology
- Counties (including neighboring counties who have clients evacuating into their areas),

## **Local**

### **Health and Human Services Department Operations Center (DOC)**

- Jean Turner, Director: (760) 873-3305
- Linda Benson, Assistant Director, (760) 872-4245

### **CalFresh Operations**

- Sheri Snyder, Supervisor, Employment and Eligibility: (760) 872-1394
- Dawndee Rossy, Supervisor, Employment and Eligibility: (760) 872-1394

## **American Red Cross**

### **American Red Cross of Greater Los Angeles**

- Red Cross Emergency Services 24-hour Call Center: (888) 737-4306
  - Select option 6 for disaster services.
  - This call center initiates the local Disaster Action Team (DAT).

## **APPLICATION FOR AUTHORIZATION**

### ***County Welfare Department (CWD) Requirements***

When all or part of a county has been struck by a disaster and the ongoing CalFresh Program cannot meet the needs of the eligible households, the CWD may apply through the California Department of Social Services to the federal Food and Nutrition Service (FNS) Regional Disaster Task Force for authorization to implement Disaster CalFresh benefits. The disaster shall be either a major disaster declared by the President where commercial channels of food distribution may not have been disrupted or a lesser disaster where commercial channels of food distribution have been disrupted and resorted. The initial application may be made informally, by telephone or otherwise, through CDSS, as soon as the need has been established (see Attachment C). A written application with substantiating facts shall be submitted to FNS through CDSS as soon as possible after the informal application is made. The written application shall include the following items:

- The date the disaster began;
- A description of the geographical area of the county in need of Disaster CalFresh benefits issuance;
- A determination with substantiation that households residing within the affected parts of the disaster area are in need of Disaster CalFresh benefits issuance;
- An estimate of the number of potentially eligible households in need of Disaster CalFresh benefits issuance;
- A determination with substantiation that the food need of the affected households cannot be met by the ongoing CalFresh Program;
- An assessment of the availability and accessibility of certification and issuance sites in the disaster area;
- A determination that temporary emergency certification and/or issuance arrangements are/are not necessary, and a description of any such proposed arrangements;
- An estimate of the length of the disaster benefit period, i.e., the time it will take households to return to their normal means of support, which shall be either one-half or one full month;
- An estimate of the length of the disaster authorization period i.e., the time needed to accept and process all applications for Disaster CalFresh benefits issuance, which shall not exceed the disaster benefit period;
- A determination with substantiation that for a lesser disaster, commercial channels of food distribution have been disrupted and restored, and for a major disaster, substantiation that commercial channels of food distribution are available;
- An assessment of the availability and accessibility of FNS-authorized retail and wholesale food outlets in the disaster area;
- Information on the use of any disaster relief agencies, with which the CWD plans to cooperate in administering Disaster CalFresh benefits assistance procedures. The CWD shall also specify the function(s) it intends to delegate to the disaster relief agencies and the specific geographical area in which such functions will be performed;

- A determination with substantiation that the distribution of federally donated food commodities is/is not necessary in any part of the disaster area; and
- A determination with substantiation as to whether or not the CWD plans to reduce Disaster CalFresh benefits allotments issued to households currently certified under the ongoing program by the amount of the household's regular monthly CalFresh allotment or a justification as to why this action is not administratively practicable.

### ***FNS/CDSS Authorization Required Prior to Disaster CalFresh Benefits Issuance***

- If the application is approved, FNS will through CDSS, provide immediate notification and instructions in person or by phone followed by written confirmation. This will include authorization of emergency certification and issuance procedures and the authorized geographical area.
- If the application is denied, FNS with, through CDSS provide immediate notification in person or by phone, followed by written confirmation, of the reason for the denial. The CWD may request through CDSS a review of the denial if additional information is available to substantiate the request for authorization

### ***Household Certification***

- Certifying agency CWD staff shall provide certification for Disaster CalFresh benefits issuance, assisted in eligibility determination by volunteers and any authorized disaster relief agencies that have been approved by FNS.

### ***Mutual Aid***

Depending upon the extent of the disaster, the CWD may request aid form neighboring counties. Such aid may include:

- Eligibility Workers and/or Integrated Case Workers;
- Lap tops or computers with C-IV access;
- Facilities to issue disaster benefits to displaced/evacuated residents;

Mutual Aid provided by other counties will be tracked and appropriately reimbursed. Inyo and Mono Counties are in the process of securing a Memorandum of Understanding specifically for disaster CalFresh mutual aid.

## **CERTIFICATION PROCESS**

### ***Overview***

The certification process includes three areas:

- Completing the application
- Application screening
- Interview and certification

### ***Completing the Application***

Client must complete a D-SNAP application, DFA-385 (see Attachments A and B). There will be tables, clipboards and pens available as well as persons to answer questions, identify language issues, and help fill out the applications if the applicant cannot read or write.

### ***Application Screening***

In order to expedite the certification process, staff will screen the applicants before the applicant is interviewed. It will be the screeners' responsibility to review the application for completeness, be sure the applicant has required verification of identity and check for duplicate or on-going participation.

### ***Interview and Certification***

The interview area will be set up to protect applicants' privacy to the extent feasible. During the interview the Integrated Caseworker will: 1. conduct the interview by going over the application and clarifying any questions or discrepancies. 2. Verify information as required or appropriate. 3. Explain to the applicant how the process works and answer any questions they may have. 4. Determine eligibility (eligibility will be determined as expeditiously as possible but no later than 3 calendar days from the date the application was filed. 5. Clients whose circumstances have changed after they filed an application and were denied must reapply for the Disaster CalFresh benefits during the application period. Clients **do not** have the right to reopen their denied case in order to have their eligibility recalculated because their personal circumstances have changed during or after the application period. All applicants shall have interviews. The interviews may be conducted by CWD agency certification workers, volunteers or other designated non county personnel. To assist in the certification process, the CWD may use group sessions to prescreen applicants, explain household rights and responsibilities to explain how to complete the application.

## ***Policy***

To ensure that applicants are treated consistently, all staff including volunteers will be trained on the policies appropriate to their job. Supervisors will be available either in person or by phone to provide consistent policy guidance on questions that arise during the disaster operation.

## ***On-Site Review***

Supervisors on-site will do random reviews to ensure accuracy of both approved and denied cases. Integrated caseworkers will inform applicants of their right to request a fair hearing if they are dissatisfied with the outcome of their case.

## **ELIGIBILITY CRITERIA**

### ***Household Eligibility Requirements***

#### **Requirement**

#### **The Household**

##### **Residency**

Must have lived in the disaster area at the time of the disaster. Proof of residency may be established by using one or more of the following documents: Utility bills, tax bills insurance policies, driver's licenses, other ID with address, bills, or other documents that establish the applicant's home. If residency cannot be readily verified despite efforts of the household and the CWD, benefits shall **not** be denied.

##### **Identity**

Photo ID or two documents that verify identity and residency or a signed affidavit from collateral contact attesting to the identity of the applicant, when other sources of identity are not available.

##### **Purchase Food**

Must plan on purchasing food and preparing meals during the disaster benefit period.

##### **Adverse Effect**

Must have experienced at least one of the following adverse effects

- Lost or inaccessible income, including reduction or termination of income, or a delay in receipt of income for a substantial portion of the benefit period
- Inaccessible liquid resources (e.g. banks are closed due to the disaster) for a substantial portion of the benefit period
- Disaster-related expenses not expected to be reimbursed during the 30-day benefit period. Eligible expenses may include the following plus any reasonable disaster-related expenses as determined by the agency:
  - Expenses to repair damage to the household's home or other property essential to employment or self-employment of a household member.

- Temporary shelter expenses
- Evacuation expenses
- Home/business property protection
- Medical expenses due to personal injury
- Disaster related funeral and burial expenses

**Income and Resource Test**

Total net income received during the benefit period, plus accessible liquid resources, minus eligible-related expenses shall not exceed the disaster gross income limit (see Attachment E). The disaster gross income limit may with FNS approval include within it a predetermined, standard deduction for disaster expenses. (See above)

**Special Cases**

1. An applicant who is staying in a shelter, but not expected to remain there for the entire benefit period, IS eligible for disaster benefits.
2. If an applicant for disaster benefits has an application pending for the regular program, then he/she is NOT an on-going recipient for purposes of determining eligibility or amount of disaster benefits.

**Basis of Emergency Benefit Issuance**

If the household meets the emergency benefit eligibility criteria, an emergency allotment shall be authorized and issued.

The CWD shall provide the household an opportunity to obtain an allotment on the day of application, unless restrictions such as curfews make it impossible to meet this standard. In these situations, eligible households shall be provided the opportunity to obtain allotments not later than the day following the date the application was filed.

The Disaster CalFresh benefits allotment shall be determined on the basis of household size and Disaster CalFresh benefits issuance tables provided by FNS.

The interviewer shall review the application and advise the household verbally or in writing whether the application was approved or denied and of its rights and responsibilities. If the application is approved, the household shall be advised of the allotment amount, the

length of the disaster benefit period and the proper use of CalFresh. If denied, the CWD shall explain the basis for the denial verbally or in writing. Households denied disaster benefits may request a state hearing. In addition to the right to a state hearing, the CWD shall offer the household an immediate supervisory review of the denial. The interviewer shall also verbally advise the household of the civil and criminal penalties for violation of the Food Stamp act and that the household may be subject to a post-disaster review.

Households currently certified for the ongoing program may also be eligible for emergency benefits. Eligibility shall be determined in the same manner as for any other disaster victim. To the extent practicable, the CWD shall reduce disaster benefits issued to households currently under the ongoing program by the amount of benefits issued to the household under the ongoing program for any part of the disaster benefit period.

If the household's food has been damaged and must be replaced as a result of the disaster, the emergency allotment shall not be reduced by the amount of benefits issued under the ongoing program. The emergency allotment shall be equal to the value of the food actually lost in the disaster, but not greater than the applicable maximum monthly allotment for the household size.

If the disaster benefit period is extended beyond the original designation, households that have already received emergency benefits shall be recertified and issued an additional emergency allotment for the extended benefit period, if they still meet emergency eligibility criteria. A household applying for recertification shall again submit an application and be interviewed. At recertification the CWD shall reverify identity and residency if these items are now questionable or residency has changed.

#### **Maximum Disaster Benefit**

An allotment equal to the maximum allotment established for the regular benefits for the appropriate household size.

## **SECURITY**

### ***Application/Issuance Site Security***

Site security will be provided by various law enforcement agencies (i.e. Bishop Police Department, Inyo County Sheriff's or Probation Departments) throughout the county, as designated by the director of the Emergency Operations Center (EOC). The amount of security needed will depend on the site location and the layout of the building. At the time of a disaster CWD will work with local law enforcement to establish appropriate security based on the situation. County staff and volunteers will be used to assist with crowd control and assist applicants by directing them to the appropriate area and or completing the application.

### ***EBT Card Security***

The application/issuance site will be set up in a way in which to maximize the security of EBT card stock. Depending on the floor plan of the building used, if there is a side room out of the flow of traffic that is where the card stock will be placed and only county staff will be allowed in. Individual cards will be brought out into the common area and given to the applicants after the application is approved. EBT cards will be kept out of public sight. Bulk card stock will be kept in a locked county building in locked file cabinets only keeping minimal card stock at the actual issuance site. As card stock at the issuance site gets low, county staff will bring another supply of cards to the issuance location. At no time would card stock at the issuance location be left unattended by county staff. Tight control of card stock will remain in place with strict inventory tracking of all cards issued. At night the EBT cards will be removed from the issuance site location and taken to the county building where the bulk stock is stored. EBT card shipment boxes and trays will remain in the security-tape-sealed boxes until needed. As we are a small remote county there is no secure carrier service available so EBT cards will be transported by county staff with law enforcement present if necessary.

## **CASEWORKER TRAINING**

County eligibility staff will be trained on disaster eligibility during their initial training and then provided refresher training annually. Staff will be trained on the following:

- Overview of disaster eligibility certification process;
- Roles and responsibilities of each position;
- Eligibility criteria;
- Calculating eligibility;
- Approved disaster eligibility waivers that affect eligibility;
- Verification requirements and acceptable documentation;
- Applicant applications and other forms;
- Allotment tables;
- Fraud control measures;
- Duplicate participation checks;
- Communication with disaster victims;
- In addition to providing training, each worker will receive a folder containing the above information that can be used as a reference guide during a disaster;

## **FRAUD PREVENTION**

County staff will work diligently to prevent fraud and avoid duplicate issuances. To obtain this, the following measures will be put in place:

- If the eligibility automation system is available information on all household members will be entered into the system to prevent persons from obtaining benefits as a member of more than one assistance unit.
- All denied applications will be entered into the automation system so that households that are denied and later reapply are detected for further follow-up.
- If there is not an automation system available a hard copy of applicants will be kept capturing both approved and denied applications. If there are multiple sites through out the county determining eligibility, a list will be provided to each site on a daily basis.
- Clients without required verification or with inconsistent information will be referred to a highly experienced worker or supervisor.
- Staff will cross-check applicants to avoid duplicate aid before authorizing benefits.
- Separation of duties for certification and issuance.
- Supervisors or managers will handle all employee related cases.
- Program requirements as well as fraud information will be provided to applicants and the staff will review the information with the applicant during the interview.

## **ISSUANCE PROCEDURES**

In the event of a disaster, CalFresh benefits will be issued through the EPPIC system which has features that are unique to disaster relief support. If regular office computers are operational we will utilize them to access the EPPIC system. If office computers are not available we will access the EPPIC system using laptop computers. In the event of a disaster, the county will contact the State EBT Operations to order disaster EBT card stock. The request needs to include:

- The number of cards requested in lots of 500.
- The address where the cards need to be delivered.
- Contact information for the person that will be taking delivery of the cards.

Issuance of EBT cards will be done by supervisors or managers with tight control of card stock and strict inventory tracking of all cards issued. Case workers will provide a EBT Card Request to the issuance staff (See Attachments F), upon receipt of the card request, issuance staff will enter the information on the EBT Issuance Log (See Attachment G), at the end of each day the totals from the issuance log will be entered onto the EBT Inventory Log (See Attachment H) in order to maintain a daily inventory count of card stock.

## **REPORTING**

The following reports must be turned in:

- Daily Disaster CalFresh Reports (Attachment I)
- FNS-292 (Submitted by CDSS)
- FNS-388 (Submitted by CDSS)
- Other regularly submitted issuance and benefit inventory reports shall also reflect disaster issuance.

### **Daily Disaster CalFresh Report**

The Daily Disaster CalFresh Reports should include the following elements:

- Number of new households approved
- Number of ongoing households receiving supplements
- Number of new persons approved
- Number of ongoing persons approved for supplements
- Number of new households denied
- Value of new benefits approved
- Value of supplements approved
- Average benefit per new household
- Average benefit per ongoing household

**ATTACHMENT A**  
***APPLICATION FOR EMERGENCY FOOD STAMP ASSISTANCE***  
***DFA 385***

# APPLICATION FOR EMERGENCY FOOD STAMP ASSISTANCE

## COUNTY USE ONLY

CASE NUMBER

WORKER

DATE RECEIVED

Disaster benefit period: \_\_\_\_\_ to \_\_\_\_\_

### IMPORTANT INFORMATION - READ CAREFULLY

#### YOUR RIGHTS AS AN APPLICANT OR RECIPIENT:

- To be served without regard to race, color, national origin, religion, political affiliation, sex, handicap, or age, and to file a complaint if you feel you have been discriminated against.
- To get emergency food stamps within one day if you are eligible.
- To talk about any action regarding your case with the County Welfare Department and to ask for a state hearing within 90 days.
- To have an immediate review by a supervisor if your application is denied.
- To file a complaint or ask for a state hearing by writing to your County Welfare Department or by calling toll-free 1-800-952-5253. The toll-free number for the deaf (TDD) is 1-800-952-8349.
- To represent yourself at a state hearing or be represented by a household member, friend, attorney, or any other person.

- You may authorize someone else to pick up your food stamps for you or to use them to buy your food. If you would like to authorize someone, complete below:

NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE NUMBER

ADDRESS

CITY

#### PENALTY WARNING!!

IF YOUR HOUSEHOLD GETS FOOD STAMPS, IT MUST FOLLOW THE RULES LISTED BELOW. FAILING TO REPORT INFORMATION OR MISREPRESENTATION OF FACTS CAN RESULT IN LEGAL PROSECUTION WITH PENALTIES OF A FINE, IMPRISONMENT OR BOTH. THE PENALTIES CAN RESULT IN DISQUALIFICATION FROM THE PROGRAM. FINES UP TO \$250,000 OR IMPRISONMENT FOR UP TO 20 YEARS. THE DISQUALIFICATION PENALTIES ARE 6 MONTHS FOR THE FIRST VIOLATION, 12 MONTHS FOR THE SECOND VIOLATION, AND PERMANENT DISQUALIFICATION FOR THE THIRD VIOLATION

- Do not give false information or withhold information to get food stamps.
- Do not trade or sell food stamps, Authorization to Participate Cards (ATPs), or any other issuance device.
- Do not alter ATPs or any other issuance device to get food stamps you are not entitled to receive.
- Do not use food stamps to buy ineligible items such as alcoholic drinks and tobacco.
- Do not use someone else's food stamps, ATPs or any other issuance device for your household.

#### YOUR RESPONSIBILITIES AS AN APPLICANT OR RECIPIENT:

- Answer the questions truthfully and completely, the best you can. If you refuse to provide any of the needed information, you will not get food stamps.
- At your interview, you must show proof of the identity of the head of household, the identity of the person completing the application, and if possible, proof of the household's residence at the time of the disaster.
- You must cooperate with county, state and federal staff if you are selected for a review after the disaster period.

**INSTRUCTIONS:** Please complete the questions on this form for your expected circumstances during the disaster benefit period shown above. You, another member of your household or another adult who knows you may complete this form. If it is completed by an adult who is not a member of your household, attach written approval signed by the head of the household or another adult household member.

NAME (HEAD OF HOUSEHOLD)

PERMANENT HOME ADDRESS AT TIME OF DISASTER

TEMPORARY ADDRESS

TELEPHONE NUMBER

TELEPHONE NUMBER

#### COUNTY USE ONLY

- Disaster Application
- Disaster Recertification

Can the head of household's identity be verified?

YES  NO

Type of verification:

Is permanent residence in disaster area?

YES  NO

Type of verification:

Can the household's residence be verified?

YES  NO

Type of verification:

#### PART A - HOUSEHOLD SITUATION. (You must check Yes or No for each question)

- Have you paid or expect to pay during the disaster benefit period any of the following disaster-related expenses: repairs or replacement of home, business, or rental property; temporary shelter; moving from evacuated home; protecting home, business, or rental property; medical, burial or funeral resulting from disaster-related injuries?  YES  NO
- Are you unable to get to your household's income or cash resources?  YES  NO
- Have your income or cash resources been lowered, delayed or stopped because of the disaster?  YES  NO
- Will you be buying food and preparing meals during the disaster benefit period?  YES  NO

**PART B – HOUSEHOLD MEMBERS**

5. List the names of all persons applying for emergency food stamps. Include only persons who were living with you at the time of the Disaster.

NAME (HEAD OF HOUSEHOLD) (HH)		SSN*	BIRTHDATE
A.			
NAME	RELATION TO HH	SSN*	BIRTHDATE
B.			
NAME	RELATION TO HH	SSN*	BIRTHDATE
C.			
NAME	RELATION TO HH	SSN*	BIRTHDATE
D.			
NAME	RELATION TO HH	SSN*	BIRTHDATE
E.			
NAME	RELATION TO HH	SSN*	BIRTHDATE
F.			
NAME	RELATION TO HH	SSN*	BIRTHDATE
G.			

\* Telling your Social Security Number (SSN) is voluntary. It will be used for identification purposes only.

6. Is anyone listed above currently disqualified from the Food Stamp Program for program violation (fraud) or for failing to do a work requirement?  YES  NO  
If Yes, who?

**PART C – INCOME/RESOURCES/EXPENSES**

7. a. What is the total amount of take home pay or other income all persons listed above have received or will get during the disaster benefit period? \$ \_\_\_\_\_  
b. List all your income sources:

8. List all cash resources the persons listed above will be able to get to during the disaster benefit period. Do not include any money listed in number 7.

Cash on Hand	Savings Accounts	Checking Accounts	Other
\$	\$	\$	\$

9. Enter the amount of expenses for losses or damages related to the disaster which you have paid or expect to pay during the disaster period. Do not list amounts which will be paid by someone who is not listed above or which will be reimbursed during the disaster period.

- a. Repair or replacement of home, business or rental property. \$ \_\_\_\_\_
- b. Temporary shelter expenses. \$ \_\_\_\_\_
- c. Moving costs from evacuated home. \$ \_\_\_\_\_
- d. Expenses for protecting home, business or rental property. \$ \_\_\_\_\_
- e. Medical or funeral expenses resulting from disaster-related injuries. \$ \_\_\_\_\_

10. a. Is anyone listed above currently getting food stamps?  YES  NO  
If YES, who? \_\_\_\_\_ Monthly Allotment \$ \_\_\_\_\_  
b. Did they ask for or get replacement stamps for this month?  YES  NO

**YOUR CERTIFICATION**

I certify that I understand the questions on the application and that my household is in need of emergency food assistance. I have read the above Penalty Warning (or had it read to me). I authorize the release of any information necessary to determine the accuracy of my eligibility. If I am selected, I will fully cooperate with county, state and federal staff in a review to be conducted after the disaster benefit period. I also understand that I may be required to repay any benefits which are overpaid because I, another adult household member, or the authorized representative reports incorrect or incomplete information.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the information contained on my application is true, correct, and complete.

SIGNATURE (ADULT HOUSEHOLD MEMBER OR AUTHORIZED REPRESENTATIVE)

DATE

DATE

WITNESS, IF YOU SIGNED WITH AN 'X'

**COUNTY USE ONLY**

Number of Persons in household from 5 \_\_\_\_\_

Number of IPV/ET disqualified from 6 - \_\_\_\_\_

Household size = \_\_\_\_\_

**Computation**

- A. Anticipated Income (from 7 ) \$ \_\_\_\_\_
- B. Accessible Cash Resources (from 8 ) \$ \_\_\_\_\_
- C. Total disaster period income = (A+B) \$ \_\_\_\_\_
- D. Total allowable disaster-related expenses (from 9 ) \$ \_\_\_\_\_
- E. Accessible disaster period income = (C-D) \$ \_\_\_\_\_
- F. Maximum Disaster Income Limit for household size (from Table) \$ \_\_\_\_\_

If E is equal to or less than F, the household is eligible.

Eligible:  YES  NO

**Allotment**

- 1. Disaster Allotment (from Table) \$ \_\_\_\_\_
- 2. Regular Allotment Already Received \$ \_\_\_\_\_
- 3. Net Disaster Allotment (1-2) \$ \_\_\_\_\_

Issuance document ID Number # \_\_\_\_\_

Client ID issued

YES  NO

WORKER'S SIGNATURE DATE

SUPERVISOR'S SIGNATURE DATE

**ATTACHMENT B**

***APPLICATION FOR EMERGENCY FOOD STAMP ASSISTANCE (SPANISH)***

***DFA 385 (SP)***

# SOLICITUD DE ESTAMPILLAS PARA COMIDA DE EMERGENCIA

**SOLO PARA USO DEL CONDADO**

CASE NUMBER

WORKER

DATE RECEIVED

Periodo de beneficios por desastre: de \_\_\_\_\_ a \_\_\_\_\_

**INFORMACION IMPORTANTE - LEASE CUIDADOSAMENTE**

**SUS DERECHOS COMO SOLICITANTE O BENEFICIARIO:**

- a que se le atienda sin considerar su raza, color, origen nacional, religion, afiliación politica, sexo, impedimento, o edad; y a presentar una queja si piensa que se le ha discriminado.
- a recibir estampillas para comida de emergencia dentro del plazo de un día, si reúne los requisitos.
- a hablar con el departamento de bienestar del condado sobre cualquier acción relacionada con su caso y a pedir una audiencia con el estado dentro del plazo de 90 días.
- a que un supervisor(a) haga una revisión inmediata de su caso si se niega su solicitud.
- a presentar una queja o pedir una audiencia con el estado escribiéndole al departamento de bienestar del condado en su localidad o llamando al número gratuito: 1-800-952-5253. El número gratuito para sordos (TDD) es el 1-800-952-8349.
- a representarse a si mismo en una audiencia con el estado o a que le represente un miembro del hogar, un amigo, un abogado, o cualquier otra persona.

- Puede autorizar a otra persona a que recoja sus estampillas para comida por usted o para que las use para comprarle la comida. Si desea autorizar a alguien, complete abajo:

NOMBRE DEL REPRESENTANTE AUTORIZADO

NUMERO DE TELEFONO

DIRECCION

CIUDAD

**¡¡AVISO SOBRE SANCIONES!!**

SI SU HOGAR RECIBE ESTAMPILLAS PARA COMIDA, TIENE QUE SEGUIR LAS REGLAS INDICADAS ABAJO. EL NO REPORTAR INFORMACION O EL FALSEAR LOS HECHOS PUEDE RESULTAR EN EL ENJUICIAMIENTO LEGAL CON SANCIONES DE MULTA, ENCARCELAMIENTO O AMBAS COSAS. LAS SANCIONES PUEDEN CAUSAR DESCALIFICACION DEL PROGRAMA, MULTAS DE UN MAXIMO DE \$250,000 DOLARES O ENCARCELAMIENTO POR HASTA 20 AÑOS. LAS SANCIONES DE DESCALIFICACION SON DE 6 MESES POR LA PRIMERA VIOLACION, 12 MESES POR LA SEGUNDA VIOLACION Y DESCALIFICACION PERMANENTE POR LA TERCERA VIOLACION.

**SUS RESPONSABILIDADES COMO SOLICITANTE O BENEFICIARIO:**

- contestar las preguntas, lo mejor que pueda, de manera completa y veridica. Si usted se rehusa a proporcionar cualquiera de la información necesaria, no recibirá estampillas para comida.
- durante su entrevista, presentar pruebas de la identidad del jefe de la familia, de la identidad de la persona que llene la solicitud, y si es posible, pruebas del domicilio del hogar cuando ocurrió el desastre.
- cooperar con el personal del condado, del estado y del gobierno federal, si se le selecciona para que se haga una revisión de su caso después del periodo de desastre.

- No dé información falsa, ni retenga información para obtener estampillas para comida.
- No cambie ni venda estampillas para comida, las tarjetas de Autorización para Participar (ATP), ni cualquier otra autorización para beneficios.
- No altere las tarjetas de ATP ni otra autorización para beneficios con el fin de obtener estampillas para comida que no tenga derecho a recibir.
- No use las estampillas para comida para comprar artículos que no estén autorizados, tales como bebidas alcohólicas y tabaco.
- No use las estampillas para comida, las tarjetas de ATP, ni cualquier otra autorización para beneficios que pertenezca a otra persona para su propio hogar.

**INSTRUCCIONES:** Por favor, complete las preguntas de este formulario en relación a las circunstancias que se esperan durante el periodo de beneficios por desastre indicado arriba. Usted, otro miembro de su hogar, u otro adulto que lo conozca puede completar este formulario. Si lo hace un adulto que no sea miembro de su hogar, adjunte una aprobación, por escrito, firmada por el jefe de la familia u otro miembro adulto del hogar.

**SOLO PARA USO DEL CONDADO**

Disaster Application

Disaster Recertification

Can the head of household's identity be verified?

YES  NO

Type of verification:

NOMBRE (JEFE DE LA FAMILIA)

DIRECCION PERMANENTE CUANDO OCURRIO EL DESASTRE

NUMERO DE TELEFONO

DIRECCION TEMPORAL

NUMERO DE TELEFONO

**PARTE A - SITUACION DE SU HOGAR. (Tiene que marcar "SI" o "NO" para cada pregunta.)**

- ¿Ha pagado o espera pagar, durante el periodo de beneficios por desastre cualquiera de los siguientes gastos relacionados con el desastre: reparaciones o reemplazo de casa, negocio o propiedades que posee y tiene alquiladas; vivienda temporal; mudanza de una casa que tuvo que ser evacuada; protección de su casa, negocio o propiedades que posee y tiene alquiladas; gastos médicos, de entierro o funeral que resultaron de lesiones relacionadas con el desastre?  SI  NO
- ¿Le es imposible obtener los ingresos o recursos en efectivo de su hogar?  SI  NO
- ¿Han disminuido, se han retrasado o han parado sus ingresos o recursos en efectivo debido al desastre?  SI  NO
- ¿Va usted a comprar alimentos y preparar comidas durante el periodo de beneficios por desastre?  SI  NO

Is permanent residence in disaster area?

YES  NO

Type of verification:

Can the household's residence be verified?

YES  NO

Type of verification:

**PARTE B - MIEMBROS DEL HOGAR**

5. Dé los nombres de todas las personas que estén solicitando estampillas para comida de emergencia. Incluya solamente a las personas que estaban viviendo con usted cuando ocurrió el desastre.

NOMBRE (JEFE DE LA FAMILIA) (HH)	NO. DEL SEGURO SOCIAL *	FECHA DE NACIMIENTO
A.		
NOMBRE	PARENTESCO CON EL HH	NO. DEL SEGURO SOCIAL *
B.		
NOMBRE	PARENTESCO CON EL HH	NO. DEL SEGURO SOCIAL *
C.		
NOMBRE	PARENTESCO CON EL HH	NO. DEL SEGURO SOCIAL *
D.		
NOMBRE	PARENTESCO CON EL HH	NO. DEL SEGURO SOCIAL *
E.		
NOMBRE	PARENTESCO CON EL HH	NO. DEL SEGURO SOCIAL *
F.		
NOMBRE	PARENTESCO CON EL HH	NO. DEL SEGURO SOCIAL *
G.		

\*El proporcionar su número del Seguro Social (SSN) es voluntario. Solamente se usará con fines de identificación.

6. ¿Está alguna de las personas mencionadas arriba actualmente descalificada del Programa de Estampillas para Comida por una violación (fraude) del programa o por no satisfacer un requisito de trabajo?  SI  NO  
Si es así, ¿quiénes?

**PARTE C - INGRESOS/RECURSOS/GASTOS**

7. a. ¿Cuál es la cantidad total neta que le pagan y lleva a su casa y/u otros ingresos que todas las personas mencionadas arriba han recibido o recibirán durante el periodo de beneficios por desastre? \$ \_\_\_\_\_  
b. Enumere todas sus fuentes de ingresos:

8. Enumere todos los recursos en efectivo que las personas mencionadas arriba podrán obtener durante el periodo de beneficios por desastre. No incluya el dinero que haya anotado en el número 7.

Dinero en efectivo	Cuentas de ahorros	Cuentas de cheques	Otros recursos
\$	\$	\$	\$

9. Anote la cantidad de gastos por pérdidas o daños, relacionados con el desastre, que ha pagado o espera pagar durante el periodo de desastre. No anote las cantidades que pagarán personas que no estén anotadas arriba o que se le reembolsarán durante el periodo de desastre.

- a. Reparación o reemplazo del hogar, negocio o propiedades que posee y tiene alquiladas. \$ \_\_\_\_\_
- b. Gastos por vivienda temporal. \$ \_\_\_\_\_
- c. Gastos de mudanza de una casa que tuvo que ser evacuada. \$ \_\_\_\_\_
- d. Gastos de protección de su hogar, negocio o propiedades que posee y tiene alquiladas. \$ \_\_\_\_\_
- e. Gastos médicos o de funerales que resultaron de lesiones relacionadas con el desastre. \$ \_\_\_\_\_

10. a. ¿Está alguna de las personas mencionadas arriba actualmente recibiendo estampillas para comida?  SI  NO  
Si es así, ¿quiénes? \_\_\_\_\_ Asignación mensual \$ \_\_\_\_\_  
b. ¿Solicitaron o recibieron estampillas de reemplazo para este mes?  SI  NO

**SU CERTIFICACION**

Certifico que entiendo las preguntas de la solicitud y que mi hogar necesita asistencia en la forma de alimentos de emergencia. He leído el aviso anterior sobre sanciones (o me lo han leído). Autorizo a que se divulgue cualquier información necesaria para determinar si es verdad que reúno los requisitos. Si se me selecciona, cooperaré plenamente con el personal del condado, estado y gobierno federal en la revisión que se llevará a cabo después del periodo de beneficios por desastre. También entiendo que se puede requerir que devuelva lo que se me pague en exceso a causa de que yo, otro miembro adulto de mi hogar, o el representante autorizado reporte información incorrecta o incompleta.

Declaro bajo pena de perjurio conforme a las leyes de los Estados Unidos de América y del Estado de California, que la información contenida en mi solicitud es verdadera, correcta y completa.

FIRMA (MIEMBRO ADULTO DEL HOGAR O REPRESENTANTE AUTORIZADO)

FECHA

TESTIGO (SI USTED FIRMO CON UNA 'X')

FECHA

**SOLO PARA USO DEL CONDADO**

Number of Persons in household from 5 \_\_\_\_\_

Number of IPV/ET disqualified from 6 - \_\_\_\_\_

Household size = \_\_\_\_\_

**Computation**

- A. Anticipated Income (from 7 ) \$ \_\_\_\_\_
- B. Accessible Cash Resources (from 8 ) + \$ \_\_\_\_\_
- C. Total disaster period income = (A+B) \$ \_\_\_\_\_
- D. Total allowable disaster-related expenses (from 9 ) - \$ \_\_\_\_\_
- E. Accessible disaster period income = (C-D) \$ \_\_\_\_\_
- F. Maximum Disaster Income Limit for household size (from Table) \$ \_\_\_\_\_

If E is equal to or less than F, the household is eligible.

Eligible  YES  NO

**Allotment**

- 1. Disaster Allotment (from Table) \$ \_\_\_\_\_
- 2. Regular Allotment Already Received - \$ \_\_\_\_\_
- 3. Net Disaster Allotment (1-2) = \$ \_\_\_\_\_

Issuance document ID Number # \_\_\_\_\_

Client ID issued  YES  NO

WORKER'S SIGNATURE DATE

SUPERVISOR'S SIGNATURE DATE

**ATTACHMENT C**

***TEMPLATE FOR LETTER TO CDSS REQUESTING A FULL DISASTER CALFRESH PROGRAM***

**Template for Letter to CDSS Requesting a Full Disaster FS Program**

*(Use county letterhead if possible)*

*[Enter today's date]*

John A. Wagner, Director  
California Department of Social Services  
744 P Street, M.S. 8-17-11  
Sacramento, CA 95814

*[send letter by email to [john.wagner@dss.ca.gov](mailto:john.wagner@dss.ca.gov)  
with copies to [charr.lee.metsker@dss.ca.gov](mailto:charr.lee.metsker@dss.ca.gov);  
[chris.webb-curtis@dss.ca.gov](mailto:chris.webb-curtis@dss.ca.gov); and [yvonne.lee@dss.ca.gov](mailto:yvonne.lee@dss.ca.gov)]*

**Subject: REQUEST TO IMPLEMENT THE DISASTER FOOD STAMP PROGRAM**

Dear Mr. Wagner:

The purpose of this letter is to request approval for the County of \_\_\_\_\_ to operate the Disaster Food Stamp Program. This request is needed to address the tremendous losses caused by the [enter type of disaster] that started on [enter date disaster started]. Attached is the required information needed to approve this request, including a map of the affected areas.

If you have any questions, please contact [enter name, telephone number, and email address of primary and secondary county contacts]. Thank you in advance for your prompt response.

Sincerely,

*[Enter name and title of county director]*

Attachments

**ATTACHMENT D**

***TEMPLATE FOR LETTER TO CDSS REQUESTING WAIVER(S) FOR A MODIFIED  
DISASTER CALFRESH PROGRAM***

**Template for Letter to CDSS Requesting Waiver(s) for a Modified FS Program**

*(Use county letterhead if possible)*

*[Enter today's date]*

John A. Wagner, Director  
California Department of Social Services  
744 P Street, M.S. 8-17-11  
Sacramento, CA 95814

*[send letter by email to [john.wagner@dss.ca.gov](mailto:john.wagner@dss.ca.gov)  
with copies to [charr.lee.metsker@dss.ca.gov](mailto:charr.lee.metsker@dss.ca.gov);  
[chris.webb-curtis@dss.ca.gov](mailto:chris.webb-curtis@dss.ca.gov); and [yvonne.lee@dss.ca.gov](mailto:yvonne.lee@dss.ca.gov)]*

**Subject: REQUEST TO IMPLEMENT A MODIFIED FOOD STAMP PROGRAM**

Dear Mr. Wagner:

The purpose of this letter is to request approval of waivers for certain food stamp program rules in order for the County of \_\_\_\_\_ to operate a Modified Food Stamp Program. This request is needed to address the tremendous losses caused by the [enter type of disaster] that started on [enter date disaster started]. Attached is the required information needed to approve this request, including a map of the affected areas.

If you have any questions, please contact *[enter name, telephone number, and email address of primary and secondary county contacts]*. Thank you in advance for your prompt response.

Sincerely,

*[Enter name and title of county director]*

Attachments

**ATTACHMENT E**

***D-SNAP INCOME ELIGIBILITY STANDARDS AND ALLOTMENTS***

*October 1, 2010-September 30, 2011*

## **Disaster Guidance Attachment**

### **Disaster Supplemental Nutrition Program Income Eligibility Standards and Allotments October 1, 2010 – September 30, 2011**

#### **48 States and DC**

<b>Household Size</b>	<b>Disaster Gross Income Limit<sup>1</sup></b>	<b>Maximum Allotment</b>
1	\$1503	\$200
2	\$1815	\$367
3	\$2126	\$526
4	\$2449	\$668
5	\$2787	\$793
6	\$3124	\$952
7	\$3436	\$1,052
8	\$3748	\$1,202
Each Additional Member	+\$312	+\$150

**ATTACHMENT F**  
***EBT CARD REQUEST***

**EBT CARD ISSUANCE REQUEST**

**DATE:** \_\_\_\_\_

**CHECK ONE**

<b>CASE NAME</b>	<b>NAME OF PERSONS IN HOUSEHOLD</b>	<b>ON NEW GOING AMOUNT WORKER</b>
------------------	---	---------------------------------------

**EBT CARD ISSUANCE REQUEST**

**DATE:** \_\_\_\_\_

**CHECK ONE**

<b>CASE NAME</b>	<b>NAME OF PERSONS IN HOUSEHOLD</b>	<b>ON NEW GOING AMOUNT WORKER</b>
------------------	---	---------------------------------------

**ATTACHMENT G**

***EBT ISSUANCE LOG***



**ATTACHMENT H**  
***EBT INVENTORY LOG***



**ATTACHMENT I**  
***COUNTY DISASTER CALFRESH PROGRAM DAILY REPORT***





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

For Clerk's Use Only:  
AGENDA NUMBER

13

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT: UC Davis Child Welfare Training Contract**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for Child Welfare training services in an amount not to exceed \$16,720 for the period of July 1, 2012 through June 30, 2013, contingent upon the Board's adoption of a FY 2012/13 budget; and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Inyo County is part of a training consortium made up of many small and medium sized counties. The consortium pools Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees. UC Davis maintains the best practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel cost and time away from the office for employees. This year's contract will provide four (4) days of on-site child welfare program training throughout the fiscal year. We coordinate and mutually share training, when feasible, with Mono County Social Services as well.

**ALTERNATIVES:**

The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

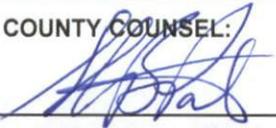
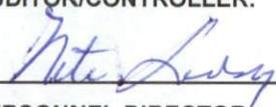
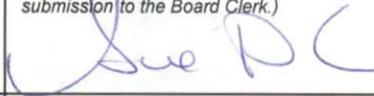
**OTHER AGENCY INVOLVEMENT:**

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, other County staff and community partners.

**FINANCING:**

State and Federal funding and Social Services Realignment. UC Davis pays the 25% match, and the other 75% of the cost goes through the Social Services claiming process. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/29/2012</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/31/12</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>J</u> Date: <u>5/29/12</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (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 6-1-12

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

UC DAVIS EXTENSION  
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT  
DAVIS, CA 95618-4852

TEL (530) 757-8667  
FAX (530) 754-5104

April 30, 2012

Jean Turner  
Inyo County  
Dept of Health and Human Services  
163 May Street  
Bishop, CA 93514

Dear Ms. Turner:

Enclosed are the training contracts (2 originals each) between the University of California, Davis and Inyo County for fiscal year 2012-12 per your request.

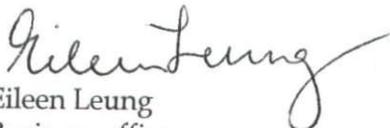
Contract #EW-2012-11 in the amount of \$58,520.00 provides for 14 units of Eligibility Services training.  
\*Contract #CW-2012-11 in the amount of \$16,720.00 provides for 4 units of Child Welfare training.

Please return one signed original contract to:

Eileen Leung  
Center for Human Services  
University of California, Davis  
1632 Da Vinci Ct  
Davis, CA 95618

It is critical for the university to receive your signed contract *before* training commences. Invoices for training covered by this contract will be prepared on a monthly basis, beginning September 1, 2012. Thank you for inviting us to train in your agency.

Sincerely,

  
Eileen Leung  
Business officer  
The Center for Human Services Training

RECEIVED MAY - 4 2012



UC DAVIS EXTENSION  
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT  
DAVIS, CA 95618-4852

Agreement #CW-2012-11

Training Services Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives;

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
  - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2012 through June 30, 2013. All courses must be completed by June 30, 2013.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - 1) Bodily injury
      - a) Per person \$250,000
      - b) Per accident \$500,000
    - 2) Property damage \$50,000
  - c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services  
University Extension  
1333 Research Park Drive  
Davis, CA 95618

User:

Inyo County  
Dept of Health and Human Services  
163 May Street  
Bishop, CA 93514

Additional University:

Center for Human Services  
UC Davis Extension  
1632 DaVinci Ct  
Davis, CA 95618

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin;

ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

INYO COUNTY

By   
Name Dennis Pendleton  
Title Dean, UC Davis Extension

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Date 4/25/2012

Date \_\_\_\_\_

FEIN: 94-6036494

EXHIBIT A

**TRAINING PROGRAM**

1. 4 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
  
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit, if applicable.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Off-site coordination of training.
  - h. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - i. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
  
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 16,720.00
University's in-kind contribution	\$ 4,180.00
User's share of cost	\$ 12,540.00



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

For Clerk's Use Only:

AGENDA NUMBER

14

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT: UC Davis Eligibility Services Training Contract**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for Eligibility Services training in an amount not to exceed \$58,520 for the period of July 1, 2012 through June 30, 2013, contingent upon the Board's adoption of a FY 2012/13 budget; and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Inyo County is part of a training consortium made up of many small and medium sized counties. The consortium pools Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees. UC Davis maintains the best practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel cost and time away from the office for employees. This year's contract will provide fourteen (14) days of on-site eligibility services training throughout the fiscal year. We coordinate and mutually share training, when feasible, with Mono County Social Services as well.

**ALTERNATIVES:**

The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

**OTHER AGENCY INVOLVEMENT:**

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, other County staff and community partners.

**FINANCING:**

State and Federal funding and Social Services Realignment. UC Davis pays the 15% match, and the other 85% of the cost goes through the Social Services claiming process. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>5/29/2012</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/31/12</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>J</u> Date: <u>5/29/12</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (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: 6-1-12

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

UC DAVIS EXTENSION  
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT  
DAVIS, CA 95618-4852

TEL (530) 757-8667  
FAX (530) 754-5104

April 30, 2012

Jean Turner  
Inyo County  
Dept of Health and Human Services  
163 May Street  
Bishop, CA 93514

Dear Ms. Turner:

Enclosed are the training contracts (2 originals each) between the University of California, Davis and Inyo County for fiscal year 2012-12 per your request.

- \* Contract #EW-2012-11 in the amount of \$58,520.00 provides for 14 units of Eligibility Services training.
- Contract #CW-2012-11 in the amount of \$16,720.00 provides for 4 units of Child Welfare training.

Please return one signed original contract to:

Eileen Leung  
Center for Human Services  
University of California, Davis  
1632 Da Vinci Ct  
Davis, CA 95618

It is critical for the university to receive your signed contract *before* training commences. Invoices for training covered by this contract will be prepared on a monthly basis, beginning September 1, 2012. Thank you for inviting us to train in your agency.

Sincerely,

Eileen Leung  
Business officer  
The Center for Human Services Training

RECEIVED MAY - 4 2012



UC DAVIS EXTENSION  
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT  
DAVIS, CA 95618-4852

Agreement #EW-2012-11

Training Services Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives;

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
  - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2012 through June 30, 2013. All courses must be completed by June 30, 2013.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. **Fee & Payment.** User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
  
6. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
  
7. **Insurance.** University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - 1) Bodily injury
      - a) Per person \$250,000
      - b) Per accident \$500,000
    - 2) Property damage \$50,000
  - c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. **Confidentiality of information about individuals.** University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
  
9. **Use of University name.** User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

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1333 Research Park Drive  
Davis, CA 95618

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Inyo County  
Dept of Health and Human Services  
163 May Street  
Bishop, CA 93514

Additional University:

Center for Human Services  
UC Davis Extension  
1632 DaVinci Ct  
Davis, CA 95618

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

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13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin;

ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

INYO COUNTY

By   
Name Dennis Pendleton  
Title Dean, UC Davis Extension

By \_\_\_\_\_  
Name  
Title

Date 4/25/2012

Date \_\_\_\_\_

FEIN: 94-6036494

EXHIBIT A  
**TRAINING PROGRAM**

1. 14 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
  
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit, if applicable.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Off-site coordination of training.
  - h. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - i. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
  
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 58,520.00
University's in-kind contribution	\$ 8,778.00
User's share of cost	\$ 49,742.00



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

For Clerks Use Only

AGENDA NUMBER

15

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: June 26<sup>th</sup>, 2012

SUBJECT: Request to fill (2) two vacant Deputy Sheriff positions

**DEPARTMENTAL RECOMMENDATION:**

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

- 1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- 3) approve the open recruitment and hiring of (2) two Deputy Sheriff positions (Range 67SA-SC \$3,948 – \$5,296) and authorize up to the D step for a qualified lateral applicant.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In 2011, the Sheriff's Office had (2) two ranking staff members retire, (Undersheriff & Sergeant). These positions have been back-filled through a series of promotions taking place from January 2011 to May of 2012. This has left a vacancy of (2) two Deputy positions. We request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of qualified lateral candidates up to the D step, or an internal and open recruitment for entry level applicants. Hiring of these (2) two Deputy positions will fall within the Sheriff's current authorized strength.

**ALTERNATIVES:**

Deny the filling of (2) two Deputy Sheriff positions.

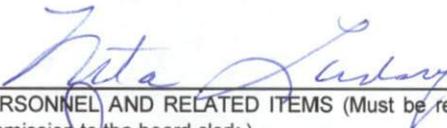
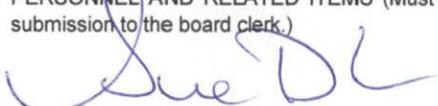
**OTHER AGENCY INVOLVEMENT:**

Personnel Department

**FINANCING:**

These Deputy positions are currently budgeted in the Sheriff's Safety budget 022710 Object Codes 5001-5111, and will be included in the 2012-2013 requested budget.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>Yes</u> Date <u>6/1/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>5/30/12</u>

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



Date: 6/4/12



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
16

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Request to hire a full time Health and Human Services Specialist in the Adult and Children's Social Services division.

**DEPARTMENTAL RECOMMENDATION:**

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

- 1) the availability of funding for the requested position exists in the Social Services 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 this position, the vacancy can be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified candidates apply for the position if the requested position cannot be filled from an existing list; and
- 3) approve the hiring of one full time HHS Specialist at Range 53 (\$2,779 - \$3,380).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An HHS Specialist position in the HHS Adult and Children's Social Services division was recently vacated as a result of the untimely death of an employee. This division has experienced significant turnover during the last year in both social worker staff and in support staff. This position has been covered for the past few months by temporary staff, as the employee had been on an extended leave of absence.

HHS Specialists in the Adult and Children's Social Services division perform many vital duties, such as transporting children and parents to Court and/or various appointments, providing Court-ordered supervised parent-child visits, taking child abuse and adult abuse reports by telephone and assisting the social workers in data input. HHS Specialists in this division may also be cross-trained to cover HHS Specialist duties in IMAAA. There has been a large increase in court-ordered services to families that impacts the already busy workload of the staff. Currently, two social worker positions remain vacant in our child welfare program and one social worker position is vacant in our Adult Services program. The use of our HHS Specialists to support our social worker staff is critical to the overall functioning of the division in ensuring that social workers are supported in a manner that promotes their ability to effectively ensure the safety of children and our elderly/dependent adult populations.

**ALTERNATIVES:**

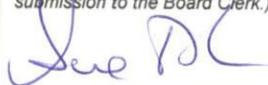
The Board could choose not to authorize the hiring of this HHS Specialist position. This would severely impact the division's ability to perform all court-ordered duties of the Child Welfare division, maintain timely data entry and reporting in child welfare, and provide support to the social work staff in both Child Welfare and Adult Services.

**OTHER AGENCY INVOLVEMENT:**

Courts, law enforcement, Probation, Mental Health, IMAAA.

**FINANCING:**

Federal funding, and Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes (5001-5043). No County General Funds.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved:  Date: <u>5/23/12</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved:  Date: <u>5/22/12</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (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: 5-24-12



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

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

17

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Request to hire a Social Worker in Child Welfare Services.

**DEPARTMENTAL RECOMMENDATION:**

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

- 1) the availability of funding for this requested position exists, 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 position, the vacancies could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply, if one is not found on an existing list; and
- 3) approve the hiring of one Social Worker, either a II at Range 64 (\$3590-\$4363), or a III at Range 67 (\$3852-\$4676), contingent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On or about December 27, 2011, your Board authorized the hiring of a Social Worker in the Child Welfare Program to fill a vacancy. The position was briefly filled, then recently vacated- leaving only two Social Workers in Child Welfare, plus a temporary Social Worker whose term expires in August, 2012. As previously indicated, the intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. Over the past few years, the Child Welfare program has experienced increased requirements from a federal, state and local level. In addition, recent legislation will result in foster care being extended past age eighteen beginning in January 2012. This will result in additional responsibilities being implemented in a division that is already stretched thin due to a position being held vacant for salary savings.

It is very important to the overall effective functioning of the division to assist the remaining staff by moving swiftly to fill this vacancy.

**ALTERNATIVES:**

Denying this request would result in the existing staff, who now are absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

**OTHER AGENCY INVOLVEMENT:**

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department

**FINANCING:** State and Federal funds , Social Services 2011 Realignment with a 15% share of cost that is paid for with Social Services Realignment funds. This position is budgeted in the Social Services budget (055800) in the salaries and benefits object codes. No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  <i>Lislie L. Chapman</i> Approved: <input checked="" type="checkbox"/> <i>6/6/12</i> Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  <i>Sue DL</i> Approved: <input checked="" type="checkbox"/> <i>6/7/12</i> Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*Jean Turner by D. Carrington*

Date: *6/6/12*



**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

18

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 12, 2012

SUBJECT: Approval of a budget amendment to the Public Works Department's budget, and award of the construction contract for the Sabrina Road Bridge Replacement Project.

**DEPARTMENTAL RECOMMENDATIONS:** Request that the board:

1. Request your board approve a budget amendment for FY 2011/2012 increasing estimated revenue in the State Funded Road Budget #034601 object code Federal Grants (4555) by \$2,020,150, and increase appropriations in object code Sabrina Bridge (5711) by \$2,020,150.
2. Award the construction contract for the project to Q&D Construction, Inc. of Sparks, Nevada in the amount of \$2,020,150.
3. Authorize the chairperson to execute the contract, contingent upon approval of the budget amendment described above; contingent upon obtaining appropriate signatures; and contingent upon adoption of the fiscal year 2012/2013 budget.
4. Authorize the acting public works director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** At the April 3, 2012 meeting of the Board of Supervisors, the board approved the plans and specification for the Sabrina Road Bridge Replacement Project, and authorized the public works director to advertise for bids for the project.

The Sabrina Bridge spans the Middle Fork of Bishop Creek at Sabrina Road approximately 0.3 miles west of the intersection of Sabrina Road and S.R. 168. During the summer season, Sabrina Bridge provides access to Lake Sabrina, an important tourist destination for fishing, boating, camping, and hiking. The bridge is susceptible to scour, and is considered functionally obsolete according to the criteria of the Department of Transportation's (Caltrans') Bridge Inspection Program. Both the superstructure and the foundations of the bridge will be completely replaced; and the approach roadway on both sides of the bridge will be realigned to improve sight distance.

On Wednesday, May 16, 2012, bids were opened for the Sabrina Road Bridge Replacement Project. Two companies submitted bidst:

Q & D Construction, Inc. (Q & D) of Sparks, Nevada	\$2,020,150.00
MJS Construction Inc. of East Palmdale, California	\$3,233,333.00

Because the project is federally funded by the Highway Bridge Program (HBP), the bidders were also required to comply with the county's Disadvantaged Business Enterprise (DBE) Program to be considered responsive to the requirements of the bid proposal. Each bidder was required to submit documentation that the bidder can meet or exceed the Underutilized Disadvantaged Business Enterprise (UDBE) contract goal for subcontractor participation of 0.51 percent, or submit documentation of adequate Good Faith Efforts to make work available to UDBE subcontractors.

Q & D indicated UDBE participation of 27 percent; therefore, they exceeded the UDBE contract goal, and met the UDBE conditions of the bid documents. MJS also exceeded the UDBE contract goal for the project, indicating UDBE participation of 29 percent.

Based on Q & D's bid of \$2,020,150.00, the total cost of construction of the project, including construction engineering, special inspections, materials testing, and contingencies, is estimated at approximately \$2,615,000. The HBP will reimburse the county for all construction costs. Therefore, because there is adequate funding for the project, and the low bidder, Q & D, is responsive to all requirements of the bid proposal, the Public Works Department requests that the board award the contract for the Sabrina Road Bridge Replacement Project to Q & D.

Lake Sabrina Road will not be closed during construction. In order to realign the roadway and provide for stage construction, the new bridge will be built southeast of the existing bridge, outside Inyo County's prescriptive roadway right-of-way, on Forest Service land. While the new bridge is being built, both vehicular and pedestrian traffic will be directed over the existing bridge. The contractor will also need to provide for one-lane traffic control during portions of the work. After the new bridge is completed and opened to traffic, the existing bridge will be demolished. The local radio stations will be requested to broadcast a Public Information Bulletin about the project prior to the start of construction, and the local residents and emergency response agencies will also be informed of the project. Construction area signs will be installed in the project vicinity to inform the travelling public of the project. The construction time for this project is anticipated to be approximately 105 working days (approximately five months). Construction is anticipated to begin during July.

**ALTERNATIVES:**

The board could reject all bids. This is not recommended because replacement of the bridge is essential. A delay may also affect the availability of HBP and Toll Credit funding.

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the contractor after the contract is awarded  
County counsel to review and approve contract documents.  
Caltrans to reimburse the county for project costs as described below

**FINANCING:** The project is funded by the Highway Bridge Program (HBP), which will reimburse the county for 100 percent of the construction and construction engineering costs of the project. It was originally anticipated that Prop 1B LS&R funds would also be needed to fund the match for construction. However, the project is eligible for Toll Credits, which will fund the match for the construction phase of the project. Section 1044 of the Intermodal Surface Transportation Efficiency Act permits states to apply the value of certain highway expenditures funded with toll revenues toward the required state match on current federal-aid projects. The HBP will reimburse the county for 88.53 percent of the construction and construction engineering costs of the project, and the Toll Credits Program will pay the remaining 11.47 percent match.

The cost of construction will be paid through budget unit 034601, State Funded Roads, object code 5711, Sabrina Bridge. The cost of the Sabrina Road Bridge Replacement Project will be reimbursed by the HBP and Toll Credits Program. The HBP procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with HBP and Toll Credits Program funds.

Although the department is requesting budget amendment for this contract, only the beginning phases of the project will be competed in FY 2011/2012. The majority of the project will be completed in FY 2012/2013 and will be included in the Department Requested 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.) <i>Billie</i> Approved: <u>      -      </u> Date <u>6.5.12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>Cory Shepherd</i> Approved: <u>yes</u> Date <u>6/4/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:** *Randall*  
 (Not to be signed until all approvals are received)  
 Date: 6-5-12

# CONTRACT

for the

## SABRINA ROAD BRIDGE REPLACEMENT PROJECT

THIS CONTRACT is awarded by OWNER to CONTRACTOR on, and made and entered into effective as of **June 12, 2012**, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter "OWNER"), and **Q&D Construction, Inc. of Sparks, Nevada** (hereinafter "CONTRACTOR"), for construction of the **SABRINA ROAD BRIDGE REPLACEMENT PROJECT** (herein also "project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the project in accordance with the contract documents and within the time for completion set forth in the contract documents, for:

Title: **SABRINA ROAD BRIDGE REPLACEMENT PROJECT**

2. For the performance of all such work, OWNER shall pay to CONTRACTOR the total amount bid by CONTRACTOR for said project:

**Two Million, Twenty Thousand, One-Hundred Fifty Dollars and No Cents (\$2,020,150.00)**, adjusted by such increases or decreases as authorized in accordance with the contract documents, and payable at such times and upon such conditions as otherwise set forth in the contract documents.

3. CONTRACTOR and OWNER agree that this contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the bid proposal forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other contract documents, all of which are incorporated herein and made a part of this contract by this reference, including without limitation, the bid package, the special provisions, including the appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

4. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Inyo County have been determined by the director of the State Department of Industrial Relations. These wage rates are available in the "General Prevailing Wage Determinations," available on the California Department of Industrial Relations website: [www.dir.ca.gov](http://www.dir.ca.gov). The current wage rates shown therein shall be the wage rates in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations are referenced, but not printed, in said General Prevailing Wage Determinations. Such rates of wages are also available at the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

5. The definition and meaning of the words used in this contract are the same as set forth in Section 10, "Definition of Terms," of the special provisions for this contract.

6. This contract, including the contract documents and all other documents which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and OWNER with respect to the subject matter hereof.

**CONTRACT**  
**for the**  
**SABRINA ROAD BRIDGE REPLACEMENT PROJECT**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have each caused this contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**OWNER**

**CONTRACTOR**

COUNTY OF INYO

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND  
LEGALITY:

Taxpayer's Identification or  
Social Security Number:

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

\_\_\_\_\_

APPROVED AS TO ACCOUNTING  
FORM:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

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

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

**COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS  
SABRINA ROAD BRIDGE PROJECT**

**FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS:** That **Q&D Construction, Inc. of Sparks, Nevada**  
(Name of Contractor)

as Principal, hereinafter called Contractor, and, \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called Owner, in the amount of **Two Million, Twenty Thousand, One-Hundred Fifty Dollars and No Cents (\$2,020,150.00)**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written Contract, dated **June 12, 2012** entered into an agreement with Owner for the Construction of the **SABRINA ROAD BRIDGE REPLACEMENT PROJECT** , to be constructed in accordance with the contract for the **SABRINA ROAD BRIDGE REPLACEMENT PROJECT**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF OWNER FOR NOTICES TO BE SENT:**

**County of Inyo (attn: Public Works Director)  
224 North Edwards Street, P.O. Box N  
Independence, California 93526**

**COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS**

**SABRINA ROAD BRIDGE REPLACEMENT PROJECT**

**LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)**

**KNOW ALL MEN BY THESE PRESENTS, that Q&D Construction, Inc. of Sparks, Nevada  
(Name of Contractor)**

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter defined in the amount of **Two Million, Twenty Thousand, One-Hundred Fifty Dollars and No Cents (\$2,020,150.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written contract dated **June 12, 2012** entered into an agreement with County for the construction of the **SABRINA ROAD BRIDGE REPLACEMENT PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the **SABRINA ROAD BRIDGE REPLACEMENT PROJECT** , which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in performance of the Contract. Labor and material is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

**County of Inyo (attn: Public Works Director)  
224 N. Edwards, P.O. Box N  
Independence, California 93526**



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

For Clerk's Use Only:  
AGENDA NUMBER

19

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 11:30     Closed Session     Informational

**FROM: WATER DEPARTMENT**

**FOR THE BOARD MEETING OF: JUNE 12, 2012**

**SUBJECT: CONSIDERATION OF A SIERRA NEVADA CONSERVANCY CONTRACT TO FUND THE COMPLETION OF A LORP RECREATIONAL USE PLAN; AND CONSIDERATION OF EXTENDING THE CONTRACT WITH CURRENT RUP CONSULTANT, MIG INC., TO PROVIDE SERVICES NECESSARY TO COMPLETE THIS PLAN.**

**DEPARTMENTAL RECOMMENDATION:** The CAO and Water Department recommend that (1) the CAO be given authorization to approve a \$38,000 contract for services, offered by the Sierra Nevada Conservancy (SNC) that will provide a portion of the funds needed to complete the Lower Owens River RUP; (2) the Board authorize their Chairperson to sign a contract amendment with the current RUP consultant, MIG Inc., increasing MIG's contract by \$38,000 needed to complete the Lower Owens River RUP.

The SNC's deadline for approval of the SNC grant is Tuesday, June 12, 2012.

**SUMMARY DISCUSSION:**

Developing a RUP will provide a mechanism to comprehensively identify resource-appropriate recreational opportunities and evaluate these in relation to: environmental and habitat objectives of the LORP, maintenance of warm water fishery, LADWP operations, cultural resources, cattle grazing and other agricultural activities. The LORP RUP will address community concerns that cultural resources and working landscapes be protected; and feasibility, cost of implementation and maintenance of new programs, facilities, and uses.

The LORP Monitoring and Adaptive Management Plan (Section 3.21) addresses both the opportunities and challenges of new recreational uses in the LORP area:

*It is anticipated that the LORP area will be a high-use recreation area that will appeal to recreationists who enjoy bird watching, wildlife viewing, hunting and fishing or many other outdoor activities in a natural and unique ecosystem (LORP MAMRP, 3-75). Increases in visitor use are expected each year for the first 10-15 years of the project. It is expected that impacts from visitations will increase, as well. Impacts include road deterioration, waste and litter accumulation, facility and ecological vandalism, fire, unauthorized road use, artifact gathering, vegetation trampling and soil disturbance.*

The County's RUP consultant (MIG, Inc.) completed a draft LORP RUP in February 2012. An overview of the draft plan was present to your Board at a workshop on April 3, 2012. Your Board voiced concerns related to the potential that new recreational use will interfere with ranching operations in the LORP area. The Water Department has contacted ranchers to inform them of the status of the Recreational Use Plan, and reiterating what we heard to be their interests, which includes managing access to minimize contact between visitors and livestock, and animal operations; controlling activities that produce dust and contaminate forage; and providing access that properly maintains open or closed gates. They have been assured that their input will be given top consideration, and were encouraged to continue to participate in the planning process.

Also identified in the draft are concerns regarding protection of cultural resources, interference with LADWP operations, disturbance to LORP habitat, and increased use of roads in the LORP area potentially affecting air quality and road conditions. These concerns will also be addressed in the final plan.

The development of the LORP RUP was to occur in two phases; the first concluded with the completion of a draft LORP RUP; and the second ending with the adoption of the final RUP by Inyo County and the LADWP. The project was phased to accommodate the Sierra Nevada Conservancy's (SNC) administrative request that funding span more than one grant cycle (the SNC provided \$94,350, which funded the majority of Phase I work). By agreeing to this arrangement, the County was left with a reasonable expectation that successful completion of the first phase would provide a competitive position for a future round of SNC funding; however, although the County satisfied the obligations of the Phase I grant, the SNC modified their program focus for fiscal year 2011-2012 such that the second phase in the development of the LORP RUP was ineligible in that fiscal year.

The SNC has recently released draft guidelines for a fiscal year 2012-13 grant program, which focuses on preservation of ranches and agricultural lands. One hundred percent of the LORP planning area is ranchland. It is likely that a competitive grant proposal can be developed that if funded, will assist the County in pre-project activities that are necessary to implement the LORP RUP. However, in order to apply to the SNC for that preservation of ranches and agricultural lands grant, the County will need to first complete a recommended final draft RUP.

The SNC has offered to contract with Inyo County to "finalize and draft a preferred Recreation Use Plan as described in the Lower Owens River Project (LORP) that can be presented for the approval process of Inyo County and LA Department of Water and Power (LADWP)". The Scope of Work (SOW) follows that which was anticipated by the County and RUP consultant as being necessary to complete the LORP RUP:

---

## **SCOPE OF WORK**

*Inyo County will perform the following services for the Sierra Nevada Conservancy:*

### **Tasks**

- 1. Develop a recommended final draft RUP based on three alternatives suggested in the original RUP, and incorporate public comments and direction received from the original draft review into the recommended final draft RUP.*
- 2. Consult with Inyo County and LA Department of Water and Power (LADWP) to determine feasibility, issues and final plan contents.*
- 3. Prepare a recommended final draft RUP for public review and comment. Hold and facilitate a public meeting for the rollout of the recommended final draft RUP. Inyo County will manage all logistics of scheduled public meetings.*
- 4. Receive public comments and facilitate a structured discussion.*
- 5. Prepare the final recommended final draft RUP and submit to Inyo County and LADWP for approval. This will include a presentation to Inyo County and LADWP.*

## **Deliverables - Due November 30, 2012**

1. *A recommended final draft RUP for public review and feedback and then a final recommended final draft RUP for approval to include the following;*
    - a) *Initial design and cost estimates for implementation of final preferred plan*
    - b) *Preliminary environmental analysis*
    - c) *Use-projections and feasibility analysis*
  2. *Facilitate in-house design charrette with Inyo Co staff for the development of the draft preferred RUP. (A charrette is an intensive planning session where designers and others collaborate on a vision for development).*
  3. *Facilitate one public meeting with community for feedback on the recommended final draft RUP. Conduct a presentation of the recommended final Recreation Use Plan to Inyo County Board of Supervisors and authorized LADWP representative for approval.*
- 

The amount of the SNC contract is not to exceed \$38,000, and the term of the agreement is June 11, 2012 through December 31, 2012. Work is to be completed by November 13, 2012.

The current LORP RUP consultant, MIG Inc., has reviewed the SOW and presented a \$38,000 budget, which includes performing the majority of the required work, however two tasks, the Recreation Use Level Estimates Projections and a MIG presentation to LADWP in Los Angeles, are offered as options that would add \$9,340 to the project cost, bringing the total budget to \$47,340. MIG's budget also does not include a Preliminary Environmental Analysis, or a Feasibility Analysis, which is anticipated in the SNC SOW. The LORP MOU Consultant, ESI Inc., has agreed to perform the Preliminary Environmental Analysis at no cost. The Feasibility Analysis could be performed by County Planning and Water Department staffs.

Similar to SNC grant to the County for Phase I work on the LORP RUP, the budget does not allow funds for, travel, meeting expenses, advertising, and the printing and distribution of the RUP, which are estimated to cost \$4,500. In Phase I these expenses were paid for by the Economic Development budget.

In order to meet the schedule required to complete a recommended final draft RUP by November 2012, RUP consultant MIG will need to begin work as soon as possible. If your Board chooses to approve both contracts at your June 12, 2012 meeting, work could begin as soon as the SNC contract is authorized by the State of California.

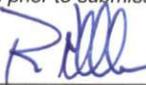
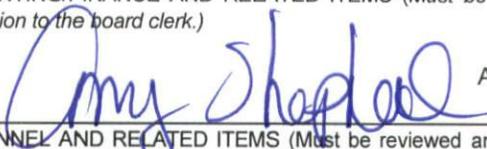
## **ALTERNATIVES:**

1. Direct staff to not pursue a contract with SNC for development of a recommended final draft RUP. At this time do not proceed to develop a final RUP, or seek other sources of funding to proceed with a consultant to develop, finalize and take to approval a final LORP RUP.
2. Direct staff to not pursue a contract extension with RUP consultant MIG. MIG has performed acceptable work according to the contract, but your Board may choose to direct staff to seek a new consultant.
3. Direct staff to identify additional resources needed to complete the SOW. Before your Board considers these two items the CAO and Water Department Director will identify staff and additional monies to be used to successfully complete the SOW presented in the SNC contract. This may require the Board to act to allocate funds from the County's Economic Development budget.

**OTHER AGENCY INVOLVEMENT:** Inyo County Planning Department, Sierra Nevada Conservancy, Los Angeles Department of Water and Power.

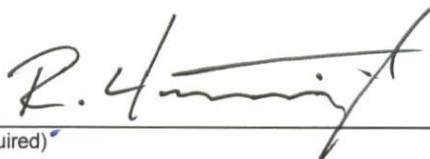
**FINANCING:** The estimated total cost for this project is \$47,340. By accepting SNC's \$38,000 contract for service, the County would be obligated to provide up to \$9,340 for additional services required to complete the SOW outlined in the SNC contract. Additional services required by the SNC would be provided by County staff. The \$38,000 SNC Contract would be budgeted in the CAO - Economic Development budget (010202), Professional Services 5265.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>        </u> Date <u>6-4-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6-5-12</u>
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: <u>        </u> Date <u>        </u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)



Date: 6/6/12

## Laura Piper

---

**From:** Larry Freilich  
**Sent:** Friday, June 01, 2012 1:00 PM  
**To:** Laura Piper (lpiper@inyocounty.us)  
**Subject:** SNC letter of intent to extend execution date.

**From:** Danna Stroud [<mailto:DStroud@sierranevada.ca.gov>]  
**Sent:** Friday, June 01, 2012 12:44 PM  
**To:** Larry Freilich  
**Cc:** Julie Bear  
**Subject:** LORP RUP Agreement

Larry,

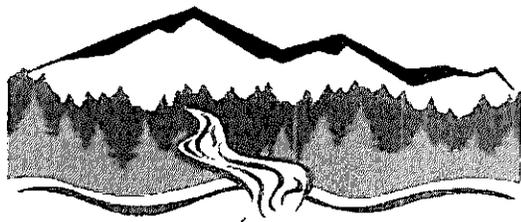
Please accept this as confirmation from the Sierra Nevada Conservancy that the execution date for the LORP RUP contract will be changed from June 8, 2012 to June 12, 2012. A revised contract with the date change will be sent out Monday.

We will look forward to receiving confirmation of the Board of Supervisor's approval of the contract at their June 12, 2012 meeting.

Let me know if you have any questions.

Thank you...  
Danna Stroud  
Sierra Nevada Conservancy

Sent from my iPhone



SIERRA NEVADA  
CONSERVANCY

SIERRA NEVADA CONSERVANCY  
AUBURN OFFICE  
11521 Blocker Drive, Ste. 205  
Auburn, CA 95603  
TEL: (530)823-4670 FAX: (530)823-4665

Inyo County  
224 N. Edwards Street  
Independence, CA 93526  
Attention: Kevin Carunchio, County Administrative Officer

May 22, 2012

Subject: Agreement Number A1152064 – Lower Owens River Project / Recreation Use Plan

Dear Mr. Carunchio:

Sierra Nevada Conservancy (SNC) looks forward to working with you on the subject project. Please read and sign the attached documents to confirm your agreement to provide these services. Please note that this agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this agreement is appreciated.

In an effort to streamline the way we do business, we have eliminated unnecessary duplication of agreement language and documentation. You will note that a copy of the General Terms and Conditions (GTA-610) is not provided. The GTA document is available on the Internet at <http://www.dgs.ca.gov/ols/home.aspx>.

If you have any questions, please contact Shelly Sanders SNC Contracts Analyst, 530-823-4685.

---

**Complete the following item(s) and return to the address stated below by COB June 8, 2012 via overnight mail:**

- Standard Agreement** with attached exhibits. Sign each of the **five enclosed copies**, and return all five copies to: Sierra Nevada Conservancy, 11521 Blocker Drive, Suite 205, Auburn, CA 95603, Attention: Service Contracts. A copy will be mailed to you upon final approval.
- Payee Data Record (STD 204)**. No payment can be made unless this form is completed and returned. **Please return two signed copies of this document.** For your convenience, two copies are provided.
- Contractor Certification Clauses (CCC-307)**. This document is available on the Internet (see above). **Please return two signed copies of this document.** This document contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. Failure to return this document will prohibit the State of California from doing business with your company.

WWW.SIERRANEVADA.CA.GOV  
TOLL FREE (877)257-1212



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>SNC A1152064</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME	Sierra Nevada Conservancy
CONTRACTOR'S NAME	Inyo County
- The term of this Agreement is: 06/11/2012 through 12/31/2012
- The maximum amount of this Agreement is: \$ 38,000.00  
 Thirty Eight Thousand dollars and Zero cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
 

Exhibit A – Scope of Work	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>	California Department of General Services Use Only          <input type="checkbox"/> Exempt per:	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>INYO COUNTY</b>		
BY (Authorized Signature) 		DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kevin Carunchio, County Administrative Officer</b>		
ADDRESS <b>224 N. Edwards Street Independence, CA 93526</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Sierra Nevada Conservancy</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Joan Keegan, Assistant Executive Officer</b>		
ADDRESS <b>11521 Blocker Drive, Suite 205, Auburn, CA 95603</b>		

### SIERRA NEVADA CONSERVANCY

The Sierra Nevada Conservancy (SNC or Conservancy) is a State agency within the Resources Agency created by bi-partisan legislation, co-authored by Assembly members John Laird and Tim Leslie, and signed into law in September 2004. The Laird-Leslie Sierra Nevada Act of 2004 (the Act) established the Sierra Nevada Conservancy (the conservancy). The Act is found in its entirety in sections 33000 to 33356, inclusive of the Public Resources Code (PRC). It was created with the understanding that the environmental, economic and social well-being of the Sierra Nevada and its communities are closely linked and that the region would benefit from an organization providing a strategic direction. The SNC is charged with a broad mission, to be accomplished through a variety of activities in collaboration and cooperation with various partners, as follows:

*initiate, encourage, and support efforts that improve the environmental, economic and social well-being of the Sierra Nevada Region, its communities and the citizens of California.*

The Conservancy's jurisdictional area covers 25 million acres, from Kern County north to the Oregon border. The Conservancy's effort supports environmental preservation while also assisting the regional economy, thereby serving as an example of how the region's economy and its environment function in harmony. The Conservancy's program priorities include community outreach efforts, and seek opportunities to improve the economic well-being of communities in the region. The SNC purchases, where practical, resources for goods and services within the Sierra Nevada Region.

### LEGAL MANDATES AND AUTHORITIES

The Act (Section 33320(a)-(i), inclusive) gives the conservancy a broad mandate within its jurisdictional region, and working in collaboration and cooperation with local governments and interested parties:

Provide increased opportunities for tourism and recreation; protect, conserve and restore the region's resources; aid in the preservation of working landscapes; reduce the risk of natural disasters; protect and improve water and air quality; assist in the regional economy; identify the highest priority projects and initiatives for which funding is needed; enhance public use and enjoyment, support efforts that advance environmental preservation and economic well-being.

**STATUTORY POWERS**

The Act gives the conservancy board the following directives and powers to carry out its mandates, duties and responsibilities:

- a) It is to adopt rules, regulations and procedures for the conduct of conservancy business (Section 33325(b)).
- b) It may enter into contracts with private entities and public agencies to procure consulting and other services necessary to achieve the purpose of this division (the Act) (Section 33329).

The Act gives the conservancy and its board the following powers to carry out its mandates, duties and responsibilities:

- a) It may make grants or loans to non-private entities in order to carry out the purposes of the Act, as discussed above (Section 33343 (a)).
- b) It will adopt guidelines setting the criteria for projects and programs [following the criteria set forth in the section] (Section 33345).
- c) It may expend funds to facilitate collaborative planning efforts and to develop projects and programs that are designed to further the purposes of the Act (Section 33346 (a)).
- d) It may provide and make available technical information, expertise, and other nonfinancial assistance to non-private organizations to support program and project development and implementation (Section 33346 (b)).

This agreement between SNC and Inyo County is to finalize, for approval, a preferred comprehensive Recreation Use Plan (RUP) for the Lower Owens River Project (LORP). The RUP will create opportunities for local residents and visitors to experience diverse recreation activities create awareness of the fragile ecosystem of the river and encourage active stewardship of the area. The RUP will provide a framework to help protect the area from the unintended consequences of continuing use and will provide a common, balanced recreation vision and management strategy. Through its implementation, the Plan will become a catalyst for economic growth opportunities in the region while continuing to prioritize the ecosystem recovery. This activity is in support of SNC's adopted action plan elements including relationship-building activities to establish the SNC as an accepted resource for regional water issues; providing resources and facilitating discussions on key issues relating to regional agricultural and ranching concerns; and supports the role of SNC in assisting with the development and identification of key natural assets to introduce to its ongoing Geotourism efforts.

This agreement also aligns with many of SNC's program areas including increasing the opportunity for tourism and recreation in the region; protecting, conserving, and restoring the region's physical, cultural, archaeological, historical and living resources; aiding in the preservation of working landscapes; protecting and improving water and air quality; and enhancing the public use and enjoyment of lands owned and accessible by the public.

**CONTRACT MANAGER**

The contract managers during the term of this agreement are as follows.

***Direct Scope of Work inquiries to:***

Sierra Nevada Conservancy	Inyo County
Name : Julie Bear	Name: Kevin Carunchio
Phone: 209-742-0480	Phone: 760-878-0292
Fax:	Fax:
e-mail: <a href="mailto:jbear@sierranevada.ca.gov">jbear@sierranevada.ca.gov</a>	e-mail: <a href="mailto:kcarunchio@inyocounty.us">kcarunchio@inyocounty.us</a>

**PURPOSE**

To finalize and draft a preferred Recreation Use Plan as described in the Lower Owens River Project (LORP) that can be presented for the approval process of Inyo County and LA Department of Water and Power (LADWP). The LORP Recreation Use Plan will define a recreation vision and develop goals and strategies for providing ecologically-sensitive recreation opportunities on the Lower Owens River.

**SCOPE OF WORK**

Inyo County will perform the following services for the Sierra Nevada Conservancy:

**Tasks**

1. Develop a recommended final draft RUP based on three alternatives suggested in the original draft RUP, and incorporate public comments and direction received from the original draft review into the recommended final draft RUP.
2. Consult with Inyo County and LA Department of Water and Power (LADWP) to determine feasibility, issues and final plan contents.
3. Prepare a recommended final draft RUP for public review and comment. Hold and facilitate a public meeting for the rollout of the recommended final draft RUP. Inyo County will manage all logistics of scheduled public meetings.
4. Receive public comments and facilitate a structured discussion.
5. Prepare the final recommended Recreation Use Plan and submit to Inyo County and LADWP for approval. This will include a presentation to Inyo County and LADWP.

**Deliverables - Due November 30, 2012**

1. A recommended final draft RUP for public review and feedback and then a final recommended Recreation Use Plan for approval to include the following:
  - a) Initial design and cost estimates for implementation of final RUP
  - b) Preliminary environmental analysis
  - c) Use-projections and feasibility analysis
2. Facilitate in-house design charrette with Inyo Co staff for the development of the draft preferred RUP. *(A charrette is an intensive planning session where designers and others collaborate on a vision for development).*
3. Facilitate one public meeting with community for feedback on the recommended final draft RUP. Conduct a presentation of the recommended final Recreation Use Plan to Inyo County Board of Supervisors and authorized LADWP representatives for approval.

**BUDGET DETAIL AND PAYMENT REQUIREMENTS**

For work performed by the contractor in accordance with this agreement the contractor understands and accepts the following:

**Maximum Payable**

The total amount of this Agreement shall not exceed **\$38,000.00**.

**Invoicing and Payment**

- A. For services satisfactorily rendered in conformity with the work specified in Exhibit A, and upon acceptance of deliverables and approval of the invoice(s), the Sierra Nevada Conservancy agrees to pay for the actual expenditures incurred in accordance with the terms specified in this agreement.

*Required Elements for the Invoice*

- Remit to name, address & telephone number
- Invoice Number
- Invoice Date
- Period of Performance
- Contract number of this agreement
- Description of deliverable completed in accordance with Exhibit A

- B. Submit one final invoice with completed deliverable(s) no later than one month after the expiration date of this agreement to:

Sierra Nevada Conservancy  
11521 Blocker Drive Suite 205  
Auburn, CA 95603  
Attention: Invoice Processing

*Telephone inquiries: 530-823-4670*

- C. Submit a copy of all appropriate substantiating documentation for invoice reimbursement during the term of the agreement. Substantiating documentation shall be made available to the State, SNC or independent auditors upon request by the SNC at any time during the agreement term.

**Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the SNC shall have no liability to pay any funds whatsoever to the contractor or to furnish any other considerations under this Agreement and contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the SNC shall have the option to either cancel this agreement or offer an agreement amendment to reflect the reduced amount.

**Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**SPECIAL TERMS AND CONDITIONS**

**Excise Tax:** The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages.

**Settlement of Disputes:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with Sierra Nevada Conservancy Executive Officer within ten (10) days of discovery of the problem. Within ten (10) days, the Sierra Nevada Conservancy Executive Officer shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Sierra Nevada Conservancy Executive Officer shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**Amendments:** The State reserves the right to amend this agreement with options to extend for time or money. This agreement may be amended in writing, and not otherwise, as mutually agreed upon by the parties hereto. The amendment shall be subject to the approval of the Department of General Services, unless otherwise exempted. All performance under this agreement shall be completed on or before the termination date of the agreement.

**Agency Liability:** Both parties warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingency fee.

**Confidentiality of Data:** No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State. Contractor by acceptance of this contract is subject to all of the requirements of the Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**Potential Subcontractors:** Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**Subcontractors:** Subcontracting within this agreement must comply with the following SCM Section 3.06. As a convenience the totality of SCM Section 3.06 is provided as follows:

**SCM 3.06- AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES AND PUBLIC UNIVERSITIES (Rev 10/05)**

- A. **Government entities/auxiliaries exempt from competitive bidding:** Agreements for services and consultant services do not require competitive bids or proposals if the contract is with:
1. A governmental agency from California or any state (PCC § 10340) or A state college or state university from California or any state.
  2. A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
  3. An auxiliary organization of the CSU, or a California community college
  4. The Federal Government
  5. A foundation organized to support the Board of Governors of the California Community Colleges, or
  6. An auxiliary organization of the Student Aid Commission established under Education Code § 69522.
- B. **Administrative overhead fees:** Agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract.
- C. **No subcontracting to circumvent competitive bidding:** Services to be provided by entities listed in Section A, above are to be performed primarily with the staff of the public entity or, in the case of the educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular educational institution. Agreements with entities listed in Section A are not to be used by state agencies to circumvent the state's competitive bidding requirements. (PCC § 10340)
- D. **Subcontracting without limitation :** Services may be subcontracted without restriction only when:
1. The primary agreement is a subvention agreement, or
  2. The total of all subcontracts does not exceed \$50,000 or 25% of the total contract, whichever is less, and that subcontracting is not done for the purpose of circumventing competitive bidding requirements.
  3. All subcontracts are with entities listed in Section A or the services to be provided under the subcontract are otherwise exempt from competitive bidding.
- E. **Subcontracting subject to conditions:** If the total of all subcontracts exceeds \$50,000 or 25% of the total contract, whichever is less, then subcontracting shall be permissible only if **the subcontract:**
1. Meets one of the categories in 3.06 D., or
  2. Prior written approval from DGS/OLS **has been received**, or
  3. Certification that the subcontractor has been selected by the prime contractor pursuant to a bidding process requiring at least three bids from responsible bidders, or,
  4. Approval by the agency secretary or highest executive officer, attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote the agency/department program needs and was not done for the purpose of circumventing competitive bidding requirements

Note: When determining the amounts or percentages being sub-contracted, do not include amounts or percentages sub-contracted to exempt entities in 3.06 A. 1. - 6.

**AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
MIG, INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
MIG, INC \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated July 1, 2010 on County of Inyo Standard  
Contract No. 156, for the term from July 1, 2010 to June 30, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Increase the contract by \$38,000 for a total amount not to exceed \$132,350
2. Amend the Scope of Work with an updated Attachment A and Exhibit B (attached)

The effective date of this Amendment to the Agreement is June 12, 2012.

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

AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
MIG, INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

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

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

CONTRACTOR

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

*Daniel LaCifano*  
Signature  
Daniel LaCifano  
Type or Print

Dated: 6/1/12

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

# PRELIMINARY PROJECT SCHEDULE

## Lower Owens River

Jul

Aug

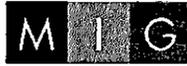
Sep

Oct

Nov

Phase 2: July 1-October 31 2012

Task I: Existing Conditions		Jul	Aug	Sep	Oct	Nov
1.1	In-House Charrette					
1.2	Analyze preferred plan					
1.3	Improve/Adjust preferred plan (map, images, memo)					
1.4	Public presentations and review in Inyo County					
1.5	Improve/Adjust preferred plan again (map, images, memo)					
1.6	Phone conference w/DWP & County to review & decide					
1.7	Final adjustments to plan					
1.8	Final Presentation(s) in Inyo County					
1.9	Presentation in LA (depends on funding)					
	Adoption of Plan					



## MEMORANDUM

---

From: Dean Apostol  
To: Larry Freilich, Project Manager, Inyo County  
Re: Phase 2 scope description  
Date: May 31, 2012

---

This memo provides a proposed scope of work for Phase 2, plan completion.

### **Proposed scope for Phase 2, Lower Owens River Recreation Plan**

We see the 3 alternatives as an acceptable starting point for the next stage. We do not see the need to develop any additional alternatives. Each of the existing alternatives includes the following elements:

- Gateway/portals along Highway 395
- Staging areas near the river
- A length of river multiple use trail (Lower Owens River Trail)
- Bird watching areas and signed trails
- Improved way finding for recreation users
- Paddle put in(s), take out(s), and marked route(s)
- Informal picnic areas

### **Variations among alternatives:**

- The number of gateways, staging areas, and paddle routes
- The type and location of river trail (re-purposed road or new trail)
- Facility design style: rustic or contemporary
- Management & fee structure

### **Suggested work plan sequence:**

#### *Step 1: In house charrette*

We envision assembling a team that includes MIG and Inyo County staff at our Berkley headquarters for a full day workshop/charrette to evaluate the 3 existing alternatives and either select one or merge them to create a single Draft Preferred Plan to carry forward. The goal should be to pick the one that comes

closest to meeting County and community objectives, consistent with LORP goals.

*Step 2: Analyze the Draft Preferred Plan.*

This analysis includes three elements to be performed by others and one optional element to be performed by MIG:

1. Ecosystem Sciences provides a "high level" environmental impact review for fish and wildlife. We anticipate that they will identify places or points of concern that can help steer facilities away from high sensitivity areas.
2. BLM review to identify potential cultural resource conflict areas.
3. CALTRANS review to identify issues related to the portals and potential increased traffic
4. Low or high level estimation of use levels. The low level would use existing data from recreation areas in proximity to the LORP to estimate a projected number and seasonality of use. The high level could include convening focus groups or other methods to develop more detailed information on potential use levels for differing scenarios. *Performance of this task would be by the County or MIG depending on availability of funds.*

The goal of these analyses is to identify planning level impacts or fatal flaws that could prevent implementation.

*Step 3: Improve/ adjust the Draft Preferred Plan*

Based on the analysis findings, make adjustments to the Draft Plan. These adjustments could include dropping or moving portals or staging areas, adjusting the trail location, or other changes.

*Step 4: Present the adjusted Draft Plan*

MIG will come to Inyo County to present the Draft Plan to the community, management team, LORP Standing Committee, or other parties representing LADWP. We anticipate an interactive format similar to the one used in May 2011 that generated public input on the initial concept.

*Step 5: Phone conference with DWP and County for staff level approval.*

After input from the public sessions is digested and analyzed, we will schedule a phone conference to seek agreement on final changes to the Draft Plan.

*Step 6: Prepare final plan*

This includes a final adjusted map, cost estimates, images, and supporting materials.

*Step 7: Present final plan for approval*

We anticipate presenting the final plan to the relevant authorities for final approval in Inyo County. As an optional additional item, we would also present a final plan to LADWP in Los Angeles.

**Deliverables:**

- In-House Design charrette
- Use projections (by County or MIG depending on funding availability)
- Draft, adjusted preferred plan and map
- Public presentation(s) of preferred plan and map to community and decision makers
- Final plan adjusted to account for community & agency feedback
- Planning level implementation cost estimates
- Preliminary environmental analysis incorporating plan review by Ecosystem Sciences, BLM, and CALTRANS that can feed into CEQA.
- Final presentation(s) to decision makers & community

We have included a spreadsheet that estimates costs for the above tasks. The total estimate less the optional tasks is: \$38,000. (The use projection task and deliverable can be done by the County if funds are not available for the consultant).

After the plan is complete and adopted, the County will have a better idea of what CEQA work might be required to allow a first phase development. If ground disturbing activities are limited, a Categorical Exclusion is possible. MIG has CEQA expertise and can evaluate the CEQA requirements.

estimated project cost

Lower Owens River Recreation Use Plan		MIG, Inc.												MIG Totals	Direct Costs	Professional Fees Totals	
		Daniel Iacofano Principal-in-Charge		Dean Apostol Project Manager & Landscape Architect		Recreation Planner		John Baas Recreation Analyst		Landscape Associate		MIG Staff Planning Assistant					
		Hours @	\$295	Hours @	\$145	Hours @	\$110	Hours @	\$190	Hours @	\$85	Hours @	\$75				
<b>Phase II: Refine and Adopt Plan</b>																	
<b>1 Refining and Adopting the Plan</b>																	
2.1	In house charrette to develop Draft preferred plan	6	\$1,770	12	\$1,740	4	\$440	0	\$0	12	\$1,020	1	\$70	35	\$5,040	\$0	\$5,040
2.2	Analyze preferred plan	1	\$295	10	\$1,450	4	\$440	0	\$0	0	\$0	0	\$0	15	\$2,185	\$0	\$2,185
2.4	Improve/Adjust preferred plan (map, images, memo)	1	\$295	12	\$1,740	16	\$1,760	0	\$0	16	\$1,360	2	\$150	47	\$5,305	\$0	\$5,305
2.5	Public presentations and review in Inyo County	1	\$295	16	\$2,320	24	\$2,640	0	\$0	8	\$680	2	\$150	51	\$6,085	\$0	\$6,085
2.6	Improve/Adjust preferred plan again (map, images, memo)	1	\$295	8	\$1,160	8	\$880	0	\$0	16	\$1,360	0	\$0	33	\$3,695	\$0	\$3,695
2.7	Phone conference w/DWP & County to review & decide	2	\$590	4	\$580	8	\$880	0	\$0	0	\$0	2	\$150	16	\$2,200	\$0	\$2,200
2.8	Final adjustments to plan	1	\$295	8	\$1,160	24	\$2,640	0	\$0	16	\$1,360	1	\$75	50	\$5,530	\$0	\$5,530
2.9	Final Presentation(s) in Inyo County	1	\$295	16	\$2,320	16	\$1,760	0	\$0	12	\$1,020	2	\$150	47	\$5,545	\$0	\$5,545
2.10	Phase 2 Project Coordination and Management	1	\$295	8	\$1,160	6	\$660	0	\$0	0	\$0	4	\$300	19	\$2,415	\$0	\$2,415
<i>Task 1 Subtotal</i>		<i>15</i>	<i>\$4,425</i>	<i>94</i>	<i>\$13,630</i>	<i>110</i>	<i>\$12,100</i>	<i>0</i>	<i>\$0</i>	<i>80</i>	<i>\$6,800</i>	<i>14</i>	<i>\$1,045</i>	<i>313</i>	<i>\$38,000</i>	<i>\$0</i>	<i>\$38,000</i>
<b>Phase II Total</b>		<b>15</b>	<b>\$4,425</b>	<b>94</b>	<b>\$13,630</b>	<b>110</b>	<b>\$12,100</b>	<b>0</b>	<b>\$0</b>	<b>80</b>	<b>\$6,800</b>	<b>14</b>	<b>\$1,045</b>	<b>313</b>	<b>\$38,000</b>	<b>\$0</b>	<b>\$38,000</b>
<b>Optional Tasks</b>																	
	Recreation use level estimate: Existing data option		\$0	4	\$580	16	\$1,760	16	\$3,040		\$0		\$0	36	\$5,380	\$0	\$5,380
	Recreation use level estimate: Add focus groups		\$0	8	\$1,160	90	\$9,900	16	\$3,040		\$0	10	\$750	124	\$14,850	\$0	\$14,850
	Presentation to LADWP in Los Angeles	8	\$2,360	8	\$1,160	4	\$440	0	\$0		\$0		\$0	20	\$3,960	\$0	\$3,960
<i>Task 1 Subtotal</i>		<i>8</i>	<i>\$2,360</i>	<i>20</i>	<i>\$2,900</i>	<i>110</i>	<i>\$12,100</i>	<i>32</i>	<i>\$6,080</i>	<i>0</i>	<i>\$0</i>	<i>10</i>	<i>\$750</i>	<i>180</i>	<i>\$24,190</i>	<i>\$0</i>	<i>\$24,190</i>
<b>Phase III: First stage implementation</b>																	
A	CEQA																
B	Design Development for stage 1: Portal, staging area, trail seg., restoration																
C	Construction CDs																
D	Construction assistance																
E	Celebration																
<i>Optional Tasks Subtotal</i>		<i>0</i>	<i>\$0</i>	<i>0</i>	<i>\$0</i>	<i>0</i>	<i>\$0</i>	<i>0</i>	<i>\$0</i>	<i>0</i>	<i>\$0</i>	<i>0</i>	<i>\$0</i>	<i>0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>



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

For Clerk's Use Only:  
AGENDA NUMBER

20

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

**FROM: COUNTY COUNSEL and RISK MANAGEMENT**

**FOR THE BOARD MEETING OF: June 12, 2012**

**SUBJECT: APPROVE CONTRACT WITH JOHN D. KIRBY, A.P.C, CIVIL LITIGATION ATTORNEY**

**DEPARTMENTAL RECOMMENDATION:**

Approve Agreement between the County of Inyo and John D. Kirby, A.P.C., for the provision of litigation services, for the term July 1, 2012 through June 30, 2013; at the rate of \$180.00 per hour and with a contract limit of \$200,000.00; contingent upon the Board's adoption of the 2012-13 Budget, and authorize the Chairperson to sign on behalf of the County. (4/5 vote required).

**CAO RECOMMENDATION:** N/A

**SUMMARY DISCUSSION:**

John D. Kirby, A.P.C., has provided legal services to the County since June 1994. He has represented and advised the County in pending and potential litigation before state and federal courts and administrative agencies. Mr. Kirby has demonstrated the ability to correctly analyze and effectively handle multiple complex legal cases simultaneously. He has been innovative in using available state and federal procedures to obtain very favorable results for the County. He has assumed the responsibility for a significant number of cases, set priorities for each case, managed his time efficiently, and willingly adjusted his schedule to meet unforeseeable workload requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, and other county employees. Overall, Mr. Kirby has performed as a highly skilled and competent civil litigation attorney whose services contribute significantly to the County's ability to successfully represent itself and its officers and employees in a variety of routine, complex, and highly specialized litigation.

The Board has engaged Mr. Kirby to assist with litigation in *Inyo County v. The Department of the Interior* (to reopen certain County roads that were closed by the U.S. Park Service). With this and ongoing cases, we estimate that we will need the same level of services from Mr. Kirby this year as in past years. Therefore, the proposed contract has a not to exceed amount of \$200,000.00. Of course, funds will only be expended if needed.

Mr. Kirby has not raised his rates from last year. Compensation will be paid at the rate of \$180 per hour. Transportation expenses to and from Bishop or Independence are shared - the County pays 1/2 of the trip, calculated at 3.5 hours of attorney time and 385 miles. Travel and per diem expenses are paid at the same rate provided to County employees.

**ALTERNATIVES:**

1. Decline to approve the contract with John D. Kirby as recommended and direct staff to return to your Board with a request for an additional attorney employee position for the Office of County Counsel, and authorize the Office of County Counsel to begin recruiting to fill this authorized attorney position. Given the most recent experience in filling attorney positions within the County, there may be a lengthy period of time

before this position can be filled. Additionally, it is highly unlikely we would be able to recruit and fill the vacancy at any of the Deputy County Counsel levels with a person having the same qualifications or experience as Mr. Kirby.

2. Decline to approve the contract Amendment with John D. Kirby as recommended and direct that the Office of County Counsel provided civil litigation services to the County and its officers and employees with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and significantly reduce this office's ability to represent and defend the County, its officers and employees in litigation, as well as to direct and manage litigation involving the County that is handled by outside counsel.

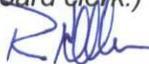
3. Direct the County Counsel to circulate another RFQ for civil litigation attorney services.

**OTHER AGENCY INVOLVEMENT:**

Personnel.

**FINANCING:**

Funding for the recommended Agreement of \$200,000 with John D. Kirby is being requested by: the County's Liability Trust Account # 500903 in the amount of \$145,000; the County's Personnel Department for Budget 010800 in the amount of \$10,000; and for the Office of County Counsel Budget 010700 in the amount of \$45,000.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>5-22-12</u>
AUDITOR/ CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date <u>5/23/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-4-12

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 06-01-2012

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Legal services of John D. Kirby, A.P.C. of San Diego, 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 Randy H. Keller, whose title is: County Counsel.

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, 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.

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Randy H. Keller, whose title is County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall either pay vendors directly or reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the

services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Direct payment to vendor or reimbursement for actual costs, will not exceed the amounts set forth in the Schedule of Fees.

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

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental, travel and per diem expenses, if any, shall not exceed \$200,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental, travel or per diem, which is in excess of the contract limit.

F. Billing and payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual attorney time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement, or travel or per diem expenses which have been approved in advance by County, and incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments

on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

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.

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

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY.**

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

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

## 8. WORKERS' COMPENSATION.

If required by law, 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 if coverage is required by law.

## 9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ n/a** per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000.00** per occurrence or claim.

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

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

1. Additional Insured Status.

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

2. Primary Coverage.

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

3. Notice of Cancellation.

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

4. Waiver of Subrogation.

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

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

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

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

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

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

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

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

## 10. STATUS OF CONTRACTOR.

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

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

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

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

#### **12. RECORDS AND AUDIT.**

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

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

#### **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act

(Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) 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 and its employees 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 fifteen (15) 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 thirty (30) 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:**

Office of County Counsel Department  
P.O. Box M Street  
Independence, CA 93526 City and State

**CONTRACTOR:**

John D. Kirby A.P.C. Name  
A Professional Corporation  
9747 Business Park Avenue Street  
San Diego, California 92131 City and State

**26. ENTIRE AGREEMENT.**

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

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AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES

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

COUNTY OF INYO

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

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

CONTRACTOR

JOHN D. KIRBY, A PROFESSIONAL CORPORATION,

By: JOHN D. KIRBY, PRES.  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

Dated: MAY 17, 2012

APPROVED AS TO FORM AND  
LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

iC:\Contracts\MiscContracts\Kirby.123

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

1. Contractor shall represent and advise the County, and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees
8. HIPAA Business Associate Provisions attached hereto are hereby incorporated in this contract as Attachment A-1.

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**TERM:**

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

**HIPAA BUSINESS ASSOCIATE PROVISIONS**

**RECITALS**

WHEREAS, in conjunction with the provision of services provided pursuant to this Agreement, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, are applicable to the protection of any disclosure of PHI pursuant to the Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**Definitions**

Terms used, but not otherwise defined, in this exhibit shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this exhibit are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

(a) *Business Associate.* "Business Associate" shall mean Contractor.

(b) *Covered Entity.* "Covered Entity" shall mean that part of the County of Inyo designated as the hybrid entity within the County of Inyo subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

ATTACHMENT A-1 – Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES

TERM:

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

HIPAA BUSINESS ASSOCIATE PROVISIONS

RECITALS

(c) *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(d) *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(e) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

(f) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity. (PHI)

(g) *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.

(h) *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Scope of Use and Disclosure by Contractor of County Disclosed PHI

(a) Contractor shall be permitted to use PHI disclosed to it by the County:

(1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County

(2) as necessary to perform any and all of its obligations under the Agreement.

(b) Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this exhibit or Required by Law, Contractor may:

**ATTACHMENT A-1 - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**TERM:**

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

**HIPAA BUSINESS ASSOCIATE PROVISIONS**

**RECITALS**

(1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.

(2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

(i) The disclosure is required by law; or

(ii) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:

(a) hold such PHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the third party, or as required by law; and,

(b) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Agreement, or any other purpose, financial or otherwise, as requested by County.

(4) not disclose PHI disclosed to Contractor by County not authorized by the Agreement or this exhibit without patient authorization or de-identification of the PHI as authorized in writing by County.

(5) de-identify any and all PHI of County received by Contractor under this exhibit provided that the de-identification conforms to the requirements of the Privacy Rule and does not preclude timely payment and/or claims processing and receipt.

(c) Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this provision, or as required by law, or as otherwise permitted by law.

**ATTACHMENT A-1 - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**TERM:**

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

**HIPAA BUSINESS ASSOCIATE PROVISIONS**

**RECITALS**

**Obligations and Activities of Business Associate**

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, and in coordination with County, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

**ATTACHMENT A-1 - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**TERM:**

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

**HIPAA BUSINESS ASSOCIATE PROVISIONS**

**RECITALS**

(h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Section 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (i) of this exhibit, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Section 164.528.

**Obligations of Covered Entity**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with Section 164.522.

(d) County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

(e) County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

**ATTACHMENT A-1 - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**TERM:**

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

**HIPAA BUSINESS ASSOCIATE PROVISIONS**

**RECITALS**

**Term and Termination**

(a) Termination for Breach – County may terminate this Agreement, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this exhibit. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Agreement.

(b) Effect of Termination – upon termination of this Agreement, for any reason, Contractor shall return or destroy all PHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.

(c) Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this exhibit to such PHI and limit further uses and disclosures of such PHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI. The rights and obligations of the Business Associate under this paragraph shall survive the termination of the Agreement.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**TERM:**

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

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

A. Except as provided in paragraph B below, County shall pay to Contractor the sum of One Hundred and Eighty Dollars and Zero cents (\$ 180.00) per hour (hereinafter referred to as "hourly rate") for the work and services described in Attachment A which are performed by Contractor at the County's request. Hours worked under the provisions of this Agreement in excess of forty (40) hours per week will be paid at the hourly rate. Contractor's hourly rate includes compensation for all secretarial and clerical support reasonably and customarily necessary for Contractor to provide services under this Agreement.

B. County and Contractor will share the expense of Contractor traveling to Bishop and/or Independence from San Diego and returning. County will pay Contractor the one way expenses of such travel calculated at 3.5 hours of travel time and 365 miles.

**2. INCIDENTAL EXPENSES:**

<u>Types of Expenses:</u>	<u>Maximum Cost:</u>
Postage	Actual costs
Federal Express/UPS	Actual costs
Express Mail	Actual costs
Long Distance Calls	Actual costs
Photocopying (not attorney service)	Not to exceed \$.10 per page
Computer Assisted Research	Actual costs
Service of Documents/Pleadings (attorney service)	Actual costs
Document Production (attorney service)	Actual costs
Filing fees	Actual costs
Jury fees	Actual costs
Court Reporter/Transcripts	Actual costs
Experts	Rate approved by County Counsel
Witness fees	Actual costs

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY SERVICES**

**TERM:**

**FROM: July 1, 2012**

**TO: June 30, 2013**

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

County shall reimburse Contractor for travel and per diem which Contractor incurs in providing legal services to the County under this Agreement, in the amounts and to the extent set forth below:

1. Except as provided in paragraphs 2, 3, and 4 below, County will reimburse Contractor for travel and per diem expenses at the same rate and to the same extent as County reimburses its permanent status merit employees for such expenses. Such expenses will be computed from Contractor's home and place of business in San Diego, California.

2. County and Contractor will share the expense of Contractor traveling to Bishop and/or Independence from San Diego and returning. County will pay Contractor the one way expenses of such travel calculated at 3.5 hours of travel time and 365 miles.

3. Contractor shall not be reimbursed for any lodging, meals, per diem or local transportation expenses while in Bishop or Independence, California.

4. Contractor's use of its own airplane for travel will be reimbursed at the same rate and to the same extent as if travel had been by private auto.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN D. KIRBY, A.P.C.  
FOR THE PROVISION OF LEGAL SERVICES  
CIVIL LITIGATION ATTORNEY 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)*



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

For Clerk's Use Only:  
AGENDA NUMBER

21

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

FROM: Personnel/County Counsel

FOR THE BOARD MEETING OF: **June 12, 2012**

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

**DEPARTMENTAL RECOMMENDATION:**

Approve the Contract with Atkinson, Andelson, Loya, Ruud & Romo for the provision of legal services in the area of general labor and employment advice and representation for the period from July 1, 2012 to June 30, 2013, with a contract limit of \$100,000.00, at hourly rates varying from \$115 to \$260 dollars an hour, with travel time billed at \$125.00 an hour; contingent upon the Board's adoption of the 2012-13 Budget, and authorize the Chairperson to sign on behalf of the County. (4/5s vote required).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Recently, the County has been involved in employment related matters which will involve formal evidentiary hearings and proceedings before the California Department of Fair Employment and Housing, and potentially other related litigation. In order to provide the County with advice and representation in these specialized employment and labor law matters, it is recommended that the County contract with Atkinson, Andelson, Loya, Ruud & Romo for these legal services. The County previously had utilized the services of their partner Irma Rodriguez Moisa to provide advice and representation in other employment and labor law matters. Ms. Moisa and the firm that she is a part of specialize in representing California Public Entities in Employment and Labor Law matters.

**ALTERNATIVES:**

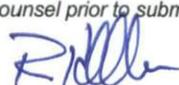
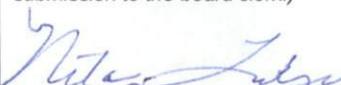
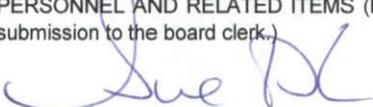
The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through its in-house lawyers. Neither alternative is recommended because of the specialized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

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funding to be included in Personnel's Budget #010800 Object Code 5265 in the 2012/13 requested 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: <u>5.30.12</u> Date <u>YES</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>Jan</u> Date <u>5/30/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>5/31/12</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

 Date: 6.4.12

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

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Randy Keller, whose title is: County Counsel. 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, 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Randy Keller, whose title is: County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of

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

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

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

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$100,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, 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. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

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

**7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

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

**9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$500,000.00 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$ N/A per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim.

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

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

1. Additional Insured Status.

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

2. Primary Coverage.

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

3. Notice of Cancellation.

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

4. Waiver of Subrogation.

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

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

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

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

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

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

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

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

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

## 10. STATUS OF CONTRACTOR.

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

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

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

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

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

#### **12. RECORDS AND AUDIT.**

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

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

examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

**COUNTY OF INYO:**  
OFFICE OF COUNTY COUNSEL Department  
P.O. Box M Address  
INDEPENDENCE, CA 93526 City and State

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

**26. ENTIRE AGREEMENT.**

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

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

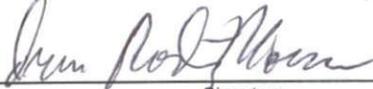
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By:   
Signature

Irma Rodriguez Moisa  
Type or Print Name

Dated: May 14, 2012

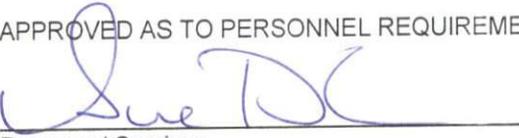
APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

dg/Contracts/MiscAgreements/IrmaRodriguezMoisa.123

**ATTACHMENT A**

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

**TERM:**

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

**SCOPE OF WORK:**

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

**ATTACHMENT B**

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

**TERM:**

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

**SCHEDULE OF FEES:**

**1. COMPENSATION**

Partners: \$260  
Sr. Associates: \$230  
Associates: \$225  
Paralegals: \$115  
Travel @: \$125/hr.

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

**2. INCIDENTAL EXPENSES:**

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

**ATTACHMENT C**

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

**TERM:**

**FROM: July 1, 2012**

**TO: June 30, 2013**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the county's request and will be billed at cost.

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

**ATTACHMENT D**

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 22

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

**FROM:** Personnel/County Counsel

**FOR THE BOARD MEETING OF:** June 12, 2012

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

**DEPARTMENTAL RECOMMENDATION:** Approve the Contract with Liebert Cassidy Whitmore for the provision of legal services in the area of general labor and employment advice and representation for the period from July 1, 2012 to June 30, 2013, with a contract limit of \$20,000.00, at hourly rates varying from \$140 to \$300 dollars an hour, with travel time billed at \$125.00 an hour; contingent upon the Board's adoption of the 2012-13 Budget, and authorize the Chairperson to sign on behalf of the County. (4/5s vote required).

**CAO RECOMMENDATION:**

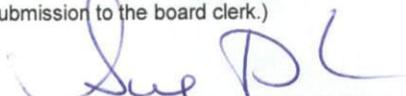
**SUMMARY DISCUSSION:** Recently, the County has been involved in training, investigation and other employment related matters. This contract would allow the County to access the specialized human resources knowledge of this firm, which is valuable assistance for both the County Counsel and Personnel Departments. The Contract would give us access to Liebert Cassidy Whitmore 's expertise as needed on short notice. Our previous experience with this firm has been positive, Liebert Cassidy Whitmore is a leading firm specializing in employment matters.

**ALTERNATIVES:** The County could decline to approve the Agreement with Liebert Cassidy Whitmore and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through its in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required, and the time in which the County must respond.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** Funding will be included in Personnel's Budget 010800 Object Code 5265 in the 2012/13 requested 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 <u>5.30.12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date <u>5/30/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ ✓ Date <u>5/31/12</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

 Date: 6-4-12

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIEBERT CASSIDY WHITMORE  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Gage Dungy of Liebert Cassidy Whitmore 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 Randy H. Keller, whose title is: County Counsel. 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, 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Randy H. Keller, whose title is: County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of

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

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

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

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$ 20,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, 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. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

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

## 7. COUNTY PROPERTY.

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

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

## 8. WORKERS' COMPENSATION.

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

## 9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000.00** per occurrence or claim.

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

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

1. Additional Insured Status.

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

2. Primary Coverage.

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

3. Notice of Cancellation.

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

4. Waiver of Subrogation.

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

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

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

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

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

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

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

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

## 10. STATUS OF CONTRACTOR.

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

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

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

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

#### **11. DEFENSE AND INDEMNIFICATION.**

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

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

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

#### **12. RECORDS AND AUDIT.**

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

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

#### **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its

agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

**COUNTY OF INYO:**

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

**CONTRACTOR:**

LIEBERT CASSIDY WHITMORE Name  
5250 N. Palm Avenue, Suite 310 Address  
Fresno, CA 93711 City and State

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIEBERT CASSIDY WHITMORE  
FOR THE PROVISION OF LEGAL SERVICES**

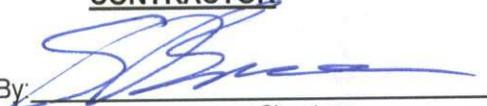
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

Shelline Bennett - LCW

Type or Print Name

Dated: 5-14-12

APPROVED AS TO FORM AND  
LEGALITY:



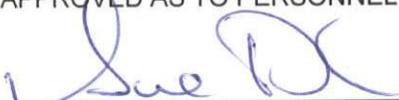
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:



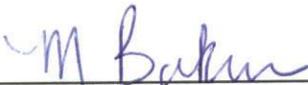
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



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

APPROVED AS TO INSURANCE REQUIREMENTS:



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

dg/Contracts/MiscContracts/LiebertCassidyWhitmore Dungy.123

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIEBERT CASSIDY WHITMORE  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

Contractor shall provide general labor and employment advice, labor negotiations advice, personnel investigations and representation upon request of Client.

Contractor may submit the itemized statement required by Section 3(F) (Billing and Payment) by the tenth day of the month for payment on the last day of the month, notwithstanding the last sentence of Section 3(F).

The first paragraph of Section 11 (defense and Indemnification) is deleted and replaced with the following:

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 conjunction with, any negligence, errors or omissions arising out of this Agreement by Contractor, or Contractor's agents, officers or employees, except such loss or damage which was caused by the sole negligence or willful misconduct of County, its officers, or employees.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO  
AND LIEBERT CASSIDY WHITMORE  
FOR THE PROVISION OF LEGAL SERVICES

TERM:

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

SCHEDULE OF FEES:

1. COMPENSATION

Partners: \$300.00  
Of Counsel: \$265.00  
Associates: \$180.00 - \$245.00/hour  
Paralegals: \$105.00 - \$140.00/hour  
Travel: \$125.00/hour

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

2. INCIDENTAL EXPENSES:

Types of Expenses	Maximum Cost:
Postage	Actual costs
Federal Express/UPS	Actual costs
Express Mail	Actual costs
Long Distance Calls	Actual costs
Photocopying (not attorney service)	Not to exceed \$0.15 per page
Fax Copies	Not to exceed \$0.50 per page
Computer Assisted Research	Actual costs
Service of Documents/Pleadings (attorney service)	Actual costs
Document Production (attorney service)	Actual costs
Filing Fees	Actual costs
Jury Fees	Actual costs
Court Reporter/Transcripts	Actual costs
Experts	Rate approved by County Counsel
Witness fees	Actual costs

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIEBERT CASSIDY WHITMORE  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

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

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the county's request and will be billed at cost.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIEBERT CASSIDY WHITMORE  
FOR THE PROVISION OF LEGAL 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)*



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

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

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

**FROM:** County Administrator

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

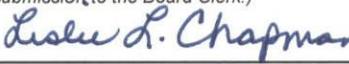
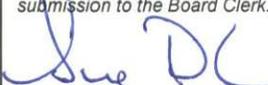
Not approve and direct staff to investigate other 457 plans.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor Controller

**FINANCING:**

Not costs associated with this action

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <input checked="" type="checkbox"/> Date: <u>5-7-12</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <input checked="" type="checkbox"/> Date: <u>5/7/12</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <input checked="" type="checkbox"/> Date: <u>5/7/12</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (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 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 ADMINISTRATION 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, and 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 from the Plan will serve these objectives;

NOW THEREFORE BE IT RESOLVED that the Plan will permit loans.

PASSED AND ADOPTED by the governing body of the County of Inyo 15<sup>th</sup> 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) **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 Plan assets held by through the Trust. The amount of Plan assets held through 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 through 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.

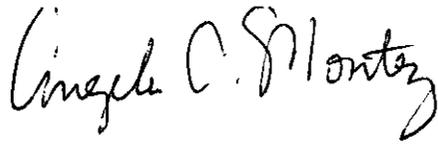
In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

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 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.)



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

For Clerk's Use Only:  
AGENDA NUMBER

24

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Amendment #1 to the contract between the County of Inyo and Allan D. Kotin & Associates for Real Estate Consulting Services

**DEPARTMENTAL RECOMMENDATION**

Request Board approve Amendment #1 to the Contract between the County of Inyo and Allan D. Kotin & Associates to: a) extend the term of the contract to June 30, 2013; b) increase the limit upon amount payable by \$30,000 for a total contract amount not to exceed \$60,000; and c) amend Attachment B "Schedule of Fees" to include contractor/consultant work at a rate of no more than \$150/hr. , and authorize Chairperson to sign, contingent upon appropriate signatures being obtained and contingent upon approval of future budgets.

**SUMMARY DISCUSSION**

Allan D. Kotin and Associates (ADK&A) is a real estate consulting firm specializing in the development of public private partnerships. Mr. Kotin and his firm have been retained by the County to advise and represent the County on two potential and relatively complex real estate projects: (1) the Consolidated Office Building, for which the County has entered into an Exclusive Negotiation Agreement with Joseph Enterprises; and, (2) the evaluation of options concerning the disposition of the Mount Whitney Fish Hatchery through discussions with the Department of Fish and Game, Sierra Nevada Conservancy, and Friends of Mount Whitney Fish Hatchery.

As your Board is aware, conversations between the California Department of Fish and Game and the Sierra Nevada Conservancy regarding the possible (interim) transfer of the Mount Whitney Fish Hatchery from the Department to the Conservancy have accelerated in recent months. A key factor in any transfer of the Hatchery proceeding to the Conservancy (or any other entity in which the County may have an interest in working with) will be a confidence among the parties – including the County and Friends of the Mount Whitney Fish Hatchery – in a realistic strategy for developing a long-term plan for this iconic property. Mr. Kotin's services will be valuable in recommending a framework for such a long-range plan, and critical recommending and evaluating a range of sustainable uses and partnerships that will be the bedrock of any long-range plan for the Hatchery. It is necessary to amend the contract to ensure ADK&A's ability and availability to participate in this process in an environment of quickening discussions and decisions.

It is also necessary to amend the contract to provide for Mr. Kotin's continued participation in the evaluation and negotiation of the Consolidated Office Building project. Mr. Kotin assisted County staff in preparing recommendations to enter into exclusive negotiations with Joseph Enterprises (one of the two respondents to the County's Request For Proposals for the Consolidated Office Building Project) and drafted the resulting Exclusive Negotiation Agreement with Joseph Enterprises approved by your Board on September 6, 2011. Since that time, his services have been essential in representing the County in implementing the first phase of the Exclusive Negotiating Agreement which entailed negotiating key terms of the option, lease and land transaction documents for the project and summarizing these in the non-binding proposed Term Sheet presented to and approved by your Board in March. The County and Developer are currently in the Design Review stage identified in Phase 1 – Part B of the Exclusive Negotiation Agreement and, as this process is completed, Mr. Kotin will be responsible for reconciling the refined

proposed building design with the non-binding Term Sheet as part of your Board's consideration of the non-binding Concept Plans for the project; including preparing and presenting a refined fiscal analysis. If your Board ultimately approves the revised non-binding Term Sheet and non-binding Concept Plans, ADK&A's services will again be critical as the County and Staff proceed to implement Phase 2 of the Exclusive Negotiation Agreement which will entail the preparation of Final Documents for the project transaction.

The recommended amendment to ADK&A contract will allow for Mr. Kotin's continued participation in both the Mount Whitney Fish Hatchery and Consolidated Office Building Projects.

**ALTERNATIVES**

Your Board could choose not to approve the contract amendment with ADK&A, however, this is not recommended because it will essentially limit the County's ability to meaningfully participate in discussions regarding the long-term disposition of the Mount Whitney Fish Hatchery, or continue with its thorough analysis and negotiation of the Consolidated Office Building project.

**OTHER AGENCY INVOLVEMENT**

County Counsel, Public Works and County Administration are working with Mr. Kotin relative to negotiations with Joseph Enterprises for the Consolidated County Office Building Project. Discussion of options for the long-term disposition of the Mount Whitney Fish Hatchery involve County staff and Mr. Kotin working with the State Department of Fish and Game, Sierra Nevada Conservancy, Friends of Mt. Whitney Fish Hatchery and, possibly, the State Department of General Services and the County's legislative delegation.

**FINANCING**

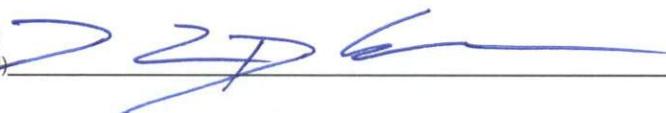
\$30,000 in funding for this agreement is identified in the County's Fiscal Year 2011-2012 CAO Accumulated Capital Outlay budget approved by your Board.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>        </u> Date <u>6-6-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>        </u> ✓ Date <u>6/6/12</u>
PERSONNEL DIRECTOR:  <i>N/A</i>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>        </u> Date <u>        </u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 06-06-2012

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Allan D. Kotin & Associates  
FOR THE PROVISION OF Real Estate Consulting Services**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Allan D. Kotin & Associates of Los Angeles, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated December 20, 2011 on County of Inyo Standard Contract No. 156 for the term from November 1, 2011 to June 30, 2012.

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

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

County and Contractor hereby amend such Agreement as follows:

**2. TERM.**

The term of this Agreement shall be from November 1, 2011 to June 30, 2013 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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, including travel and per diem expenses, if any, shall not exceed \$60,000.00\*\*\*\*\* Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Allan D. Kotin & Associates  
FOR THE PROVISION OF Real Estate Consulting SERVICES**

**ATTACHMENT B**

**TERM:**

**FROM:** November 1, 2011      **TO:** June 30, 2013

**SCHEDULE OF FEES:**

Consultant's services will be paid based on the following rate schedule:

Allan Kotin	\$225 per hour
Andrew Kaplan	\$120 per hour
Faith Backus	\$150 per hour
Other Contractor/Consultant	No more than \$150 per hour

For visits to a County-specified client site, the Consultant's time will be paid based on one half the travel time, estimated at 4 hours when traveling to Inyo County, in accordance with this rate schedule.

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

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Allan D. Kotin & Associates  
FOR THE PROVISION OF Real Estate Consulting SERVICES**

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

COUNTY OF INYO

CONTRACTOR

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

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

Signature

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

\_\_\_\_\_

Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_

County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_

County Risk Manager



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

For Clerk's Use Only:  
AGENDA NUMBER

25

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Approval of Budget Amendments to the Planning and Natural Resources Budgets and Amendment #4 to the Contract Between the County of Inyo and Gruen Gruen + Associates

**DEPARTMENTAL RECOMMENDATION**

Request your Board:

- 1) Amend the Planning Budget Unit 023800 by increasing revenue in Services and Fees (Revenue Code #4819) by \$30,000, and increasing appropriations in the Internal Charges (Object Code #5121) by \$30,000. (4/5<sup>th</sup> vote required);
- 2) Amend the Natural Resources Budget 010204 by increasing revenue in Intra County Charges (Revenue Code #4821) by \$30,000, and increasing appropriations in Professional and Special Services (Object Code #5265) by \$30,000. (4/5<sup>th</sup> vote required); and
- 3) Approve Amendment #4 to the Contract between the County of Inyo and Gruen Gruen + Associates, increasing the amount of the contract by \$30,000, for a total contract amount not to exceed \$185,000, contingent upon Boards adoption of future budgets, and authorize the County Administrator to sign, contingent upon appropriate signatures being obtained.

**SUMMARY DISCUSSION**

On April 10, 2012, your Board approved Amendment #3 to the contract with Gruen Gruen + Associates (GGA) to amend the amount by \$35,000 due to an increased amount of activity around the Hidden Hills Solar Energy Generating Station (HHSEGS). At that time, staff noted that it most likely would become necessary to amend this agreement again in the future to complete the critical task of reviewing, analyzing, and preparing comments regarding the Preliminary Staff Assessment (PSA) for the HHSEGS once it was released in late June and prior to comments being due in late June or early July. The PSA, which is essentially CEC staff's draft permit recommendations for the project, was released at the end of May and the County's comments are due no later than July 6, 2012. The PSA is more than 800-pages in length.

On May 9, 2012, County staff and GGA attended the CEC meeting in Sacramento to receive the HHSEGS data responses to the documented concerns raised by Inyo County. After hearing Inyo County's concerns and receiving the data responses to those concerns from HHSEGS, the CEC published their Preliminary Staff Assessment (PSA) for review on May 25, 2012. Departments have been asked to begin reviewing the PSA and submit all comments and recommendations to GGA for collection and compilation of a cohesive response. In addition to assisting County departments in evaluating and responding to the PSA, GGA is undertaking a critical and rigorous review of the CEC's Socioeconomic and Fiscal Impact Analysis that was released on June 4, 2012. As stated previously, the socioeconomic analysis services provided by GGA are critical to optimizing the likelihood that impacts of the HHSEGS on the County, both during its construction and operation, are fully identified and mitigated, and any benefits fully realized. Inyo County's comments on the PSA are essential to documenting the County's case on the record for the CEC. Consequently, the Gruen's will incur significantly increased hours working with staff on the HHSEGS project, and it is once again necessary to recommend your Board approve Amendment #4 to the Gruen's contract by amending the amount by \$30,000.

BrightSource Energy has, to date, agreed to fund the County's costs related to the permitting of the HHSEG Project. It is anticipated that these costs relative to the permitting of the HHSEGS and ensuring the County's interests are fully represented, will continue to be funded by BrightSource, either directly or through the CEC.

**ALTERNATIVES**

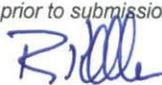
Your Board could choose not to amend either or both of the budgets, or the contract with GGA. However, this is not recommended since the budget amendments reflect reimbursements for costs the County has, and will continue to incur relative to the permitting of the HHSEGS and ensuring the County's interests are fully represented and its costs fully reimbursed to the extent practical.

**OTHER AGENCY INVOLVEMENT**

The California Energy Commission has exclusive permitting authority for BrightSource Energy's HHSEGS Project. The County Administrator and Planning Director, in coordination with County Counsel, will oversee the work performed by GGA in support of the County. All County departments will be expected to participate in the identification and documentation of socio-economic impacts to the County.

**FINANCING**

Funding for this work will be provided as reimbursements from the HHSEGS Project applicant, BrightSource Energy – either directly to the County or through the California Energy Commission reimbursement process – and is reflected in the recommended amendments to the Planning and Natural Resources budgets. Alternatively, there is sufficient funding in the Natural Resources budget fund balance to fund the cost of the GGA contract amendment, but using these funds are not recommended as long as the County can have its costs reimbursed by BrightSource.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date <u>6/6/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: _____ ✓ Date <u>6/6/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <u>N/A</u> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 06-06-2012  
 (Not to be signed until all approvals are received)

**AMENDMENT NUMBER 4 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gruen Gruen + Associates  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gruen Gruen + Associates, of San Francisco, California, (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of Independent Contractor Services dated October 26, 2010, on County of Inyo Standard Contract No. 123, for the term from October 26, 2010 to June 30, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

**3. CONSIDERATION.**

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One hundred eighty five thousand (\$185,000.00) dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services of work performed, including travel or per diem, which is in excess of the contract limit.

**AMENDMENT NUMBER 4 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Gruen Gruen + Associates  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

CONTRACTOR

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

By: Claude Gruen

Signature

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

Claude Gruen, President

Type or Print

Dated: 5-29-12

APPROVED AS TO FORM AND LEGALITY:

Riddle

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 26

- 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 12, 2012

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request Board approve the minutes of the Board of Supervisors Meeting of 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](http://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 (Must 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)



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
27

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 11:30 AM     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** June 12, 2012

**SUBJECT:** Enactment of Ordinance establishing new fees for the Driving-Under-The-Influence Program

**DEPARTMENTAL RECOMMENDATION:**

Request your Board enact Ordinance No. \_\_\_\_\_ to (1) repeal Ordinance No. 1115, and (2) establish a new Ordinance with the new fee schedule.

**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.

At your June 5, 2012, Board Meeting your Board conducted a public hearing for the purpose of adopting the above referenced ordinance, waived the first reading, and scheduled June 12, 2012, for an adoption of the ordinance. The ordinance will take affect (30) thirty days following Board adoption.

**ALTERNATIVES:**

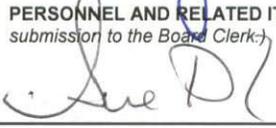
Your Board could choose not to enact this new ordinance that would increase the fees for the Driving-Under-the-Influence Program. Doing so would further cause the County to provide this program to the public at a rate that does not reasonably cover the costs that the County incurs to provide these services.

**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.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/29/2012</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/30/12</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>5/29/12</u>
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (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



# CITY OF BISHOP

377 West Line Street - Bishop, California 93514

P. O. Box 1236 - Bishop, California 93515

City Hall (760) 873-5863 - Fax (760) 873-4873

29

June 1, 2012

Inyo County Board of Supervisors  
Inyo County Courthouse  
Post Office Drawer N  
Independence, CA 93526

Dear Inyo Supervisors:

The Bishop City Council, at the regular meeting of May 29, 2012, adopted Resolution No. 12-14 requesting the Board of Supervisors of Inyo County to consolidate the General Municipal Election to be held on Tuesday, November 6, 2012.

Consolidation of the City's general municipal elections was approved by the Supervisors earlier this year. Though the resolution requesting consolidation seems like a duplication, we are required by § 10403 of the Elections Code to request consolidation at the time a resolution is adopted calling an election.

Enclosed please find two certified copies of Resolution No. 12-14. If you need further information, please do not hesitate to contact this office. Thank you for your consideration.

Sincerely,

Denise Gillespie  
Assistant City Clerk

Enc.

cc: Inyo County Elections Department w/enclosure

**CITY OF BISHOP  
RESOLUTION NO. 12-14**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA,  
REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO TO  
CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012  
WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO  
§ 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Bishop called a General Municipal Election to be held on November 6, 2012, for the purpose of the election of three Members of the City Council and a City Treasurer; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Inyo canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Inyo is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2012, for the purpose of the election of three Members of the City Council and a City Treasurer.

SECTION 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Bishop recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

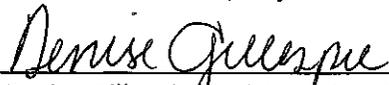
SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Inyo.

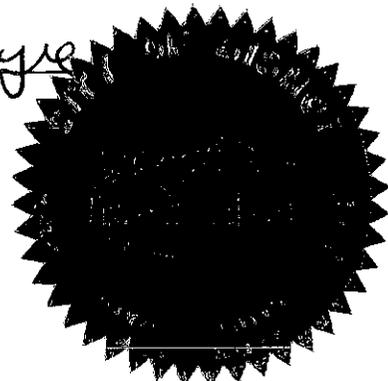
SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON MAY 29, 2012.

  
DAVID STOTTLEMYRE, MAYOR

ATTEST: Keith Caldwell, City Clerk

By:   
Denise Gillespie, Assistant City Clerk



STATE OF CALIFORNIA  
COUNTY OF INYO

}

I, Denise Gillespie, Assistant City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing Resolution No. 12-14 was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on May 29, 2012, and that the same was so passed and adopted by the following roll call vote.

AYES: Cullen, Griffiths, Smith, Ellis, Stottlemeyre

ABSENT: None

NOES: None

ABSTAIN: None

WITNESS, my hand and the seal of the City of Bishop this 30th day of May 2012.

*Denise Gillespie*

Denise Gillespie, Assistant City Clerk  
CITY OF BISHOP



The foregoing instrument is a full, true and correct copy of the original on file in this office.

City of Bishop  
State of California

ATTEST: KEITH CALDWELL Date: 6-1-12  
City Clerk

By: Denise Gillespie  
Assistant City Clerk



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
31-32-  
33-34-  
35-36

37

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

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: June 12, 2012**

**SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION**

**DEPARTMENTAL RECOMMENDATION:**

**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)].** County of Inyo v. Department of the Interior, et al. United States District Court for the Eastern District Case No. 1:06-cv-1502-AWI-DLB

**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.

**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: \_\_\_\_\_

6.6.12

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

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

6.6.12

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