

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

July 3, 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)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

3. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
4. **Integrated Waste** – Request approval of blanket purchase orders for services and supplies to the following vendors in the amounts indicated: \$13,000 to Mission Linen and \$20,000 to Dave's Auto Parts.
5. **Motor Pool** – Request approval of blanket purchase orders for maintenance and repair of equipment to the following vendors in the amounts indicated: \$20,000 to Bishop Automotive Center; \$10,000 to Britt's Diesel; \$30,000 to Eastern Sierra Motors; \$10,000 to Mr. K's Automotive; and \$30,000 to Warren's Auto Repair.
6. **Parks** – Request Board authorize the exclusive use of the Millpond Recreation Area for the Inyo Council for the Arts 21st Annual Millpond Music Festival scheduled for September 21, 22 and 23, 2012 at a rental rate of \$525 per day, contingent upon the County receiving the required event planning documentation and insurance requirements from the Arts Council.

HEALTH & HUMAN SERVICES

7. **Behavioral Health Services** – Request approval of the Contract between the County of Inyo and Jeanette Sprague, MFT for the provision of mental health services as part of the Mental Health Service Act (MHSA) Community Services and Supports (CSSA) Plan for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$25,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

8. **Mental Health Services** – Request Board A) declare I.D.E.A. Consulting a sole-source provider of certain mental health consultation services; and B) approve the Contract between the County of Inyo and I.D.E.A. Consulting for mental health consultation services for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$25,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

PLANNING

9. Request approval of the Contract between the County of Inyo and Inyo LAFCO for the County to provide staff services to LAFCO at the standard County rates and directing the Planning Department and County Counsel to provide staff services as outlined in the Contract, for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$8,742, 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.

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

10. **HEALTH AND HUMAN SERVICES – Social Services – ESAAA** - 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 Program Services Assistant (PSA), the vacancy could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure a sufficient number of qualified candidates apply; and C) approve the hiring of one A-PAR PSA I at Range 39PT(\$10.80 to \$13.12/hr.) or II at Range 42PT (\$11.55 to \$14.05/hr.), depending upon qualifications.
11. **WATER DEPARTMENT** – Request adoption of the 2012-2013 Fiscal year LORP Annual Work Plan, Budget, Schedule and Amendment.
12. **WATER DEPARTMENT** – Request approval of the Contract between the County of Inyo and Ecosystem Sciences, for the provision of Biological Resources Consulting Services for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$205,232, 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.
13. **COUNTY ADMINISTRATOR – Advertising County Resources** – Request Board authorize final payments for completed Community Project Sponsorship Grant Projects as follows: to the Lone Pine Chamber of Commerce - \$2,750 for the Inyo County Shootout Photo Contest and \$4,500 for Inyo County Visitors Guide; and to the Bishop Mural Society - \$350 for updating its webpage and printing a new brochure and map showing all 15 murals in Bishop.
14. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request approval of Amendment No. 4 to the Contract between the County of Inyo and Geo-Logic Associates, Inc., (formerly Vector Engineering, Inc.) for solid waste technical services, increasing the Contract by \$400,849 to a total amount not to exceed \$1,084,322, 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.
15. **CLERK OF THE BOARD** – Request approval of the minutes of the June 19, 2012 Board of Supervisors Meeting.

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

- 12:00 p.m. 16. **NOTIFICATION** - The Board will recess to attend the swearing-in ceremony for the 2012 – 2013 Inyo County Grand Jury.

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

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

17. PUBLIC COMMENT

CLOSED SESSION

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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
3

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 3, 2012

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (<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
 4

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

FROM: Solid Waste

FOR THE BOARD MEETING OF: July 3, 2012

SUBJECT: Authorization to issue blanket purchase orders for operation of the Landfills and maintenance of Landfill Equipment.

DEPARTMENTAL RECOMMENDATION: Authorize the issuance of blanket purchase orders to the following vendors in the amounts indicated from the Solid Waste Budget 045700, contingent upon the adoption of the 2012/2013 budget.

VENDOR	AMOUNT
Mission Linen	\$13,000
Dave's Auto Parts	\$20,000

SUMMARY DISCUSSION: Inyo County Integrated Waste Management (Waste Management) is requesting authorization to open blanket purchase orders for those vendors that typically exceed \$10,000 in annual purchases or services provided to Waste Management. The issuance of these purchase orders will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy. This makes it easier for the Auditor's office to process payments.

ALTERNATIVES: Your Board could choose not to authorize the issuance of blanket purchase orders or modify the amounts of each. In the event that blanket purchase orders are not issued, the procedure of preparing purchase orders for the individual purchase would be used.

FINANCING: Included in the Solid Waste budget for the 2012/2013 fiscal year 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>yes</u> Date <u>6/27/2012</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: <input checked="" type="checkbox"/> Date <u>6/28/12</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 _____

REQUESTED BY: Helli Lanshaw Date: 6/27/12

DEPARTMENT HEAD SIGNATURE: Taura Popovic Date: 6/27/12
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

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

FROM: Motor Pool
FOR THE BOARD MEETING OF: July 3, 2012
SUBJECT: Authorization to issue blanket purchase orders for vehicle maintenance, parts, and tires.

DEPARTMENTAL RECOMMENDATION: Authorize the issuance of blanket purchase orders to the following vendors in the amounts indicated from the Motor Pool Budget 200100, contingent upon the adoption of the 2012/2013 budget.

<u>VENDOR</u>	<u>AMOUNT</u>
Bishop Automotive Center	\$20,000
Britt's Diesel	\$10,000
Eastern Sierra Motors	\$30,000
Mr K's Automotive	\$10,000
Warren's Auto Repair	\$30,000

SUMMARY DISCUSSION: The Motor Pool utilizes outside vendors to execute the preventative maintenance and repair of approximately 200 vehicles in the Motor Pool fleet and is requesting authorization to open blanket purchase orders in amounts that exceed \$10,000. These purchase orders will expedite repairs by allowing us to process payments in a timely manner and providing for efficiency in the Auditor's office in issuing warrants. The issuance of these purchase orders will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

ALTERNATIVES: Your Board could choose not to authorize the issuance of blanket purchase orders or modify the amounts of each. In the event that blanket purchase orders are not issued, the procedure of preparing purchase orders for the individual purchase would be used. The net effect will increase the amount of time each motor pool vehicle is pending repair.

FINANCING: Included in the Motor Pool budget for the 2012/2013 fiscal year 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>yes</u> Date <u>6/27/2012</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>✓</u> Date <u>6/28/12</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 _____

REQUESTED BY: Jeresa Elliott Date: 6-27-12
DEPARTMENT HEAD SIGNATURE: Alexa Popovic Date: 6/27/12
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 6

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

FROM: Parks & Recreation
FOR THE BOARD MEETING OF: July 3, 2012
SUBJECT: Approval of Exclusive Use of Millpond Recreation Area

DEPARTMENTAL RECOMMENDATION: That your Board authorize the exclusive use of the Millpond Recreation Area for the Inyo Council for the Arts 21st Annual Millpond Music Festival scheduled for September 21st, 22nd and 23rd, 2012 at a rental rate of \$525.00 per day. The approval will be contingent upon the County receiving the required event planning documentation and insurance requirements by the Inyo Council for the Arts. There are no other community events scheduled in the park for September 21st through September 23rd.

SUMMARY DISCUSSION: Lynn Cooper, Executive Director of Inyo Council for the Arts, has requested permission for exclusive use of the Millpond Recreation Area for the purpose of the Music Festival, (see the attached request). There will be admission required to this event, however, Inyo and Mono County students through eighth grade are admitted free as are Inyo County senior citizens.

Inyo Council for the Arts will have exclusive control and use of the park and will be responsible for security, vendor booths, exhibits, and site clean up.

ALTERNATIVES: Your Board could choose not to allow this event and the exclusive use of the facility.

OTHER AGENCY INVOLVEMENT: Risk Management, County Counsel.

FINANCING: Inyo County Parks and Recreation will realize rental fee revenue in the amount of \$1,575 from Inyo Council for the Arts for the exclusive use of Millpond Recreation Area.

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

REQUESTED BY: Jerisa Elliott Date: 6-27-12

DEPARTMENT HEAD SIGNATURE: Tatiana Popovic Date: 6/27/12
 (Not to be signed until all approvals are received)



INYO COUNCIL FOR THE ARTS

137 S. Main St. Bishop, CA 93514

• Phone: 760 - 873 - 8014 • Fax: 760 - 873 - 5518 • Email: injoarts@injo.org

June 15, 2012

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

Dear Supervisors:

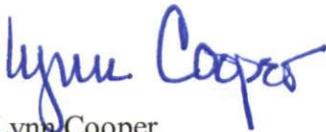
The Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Friday, September 21, 2012, at 6:00 a.m., through Sunday, September 23, 2012 at midnight, so that ICA can hold the 21st annual Millpond Music Festival.

We are in the process of booking the line-up for the Festival and have contracted with many of the artists. Inyo and Mono County students through eighth grade will be admitted free. Free tickets are also offered to seniors. Last year we received a two year grant from the James Irvine Foundation and used the funds to create Hispanic and Native American Cultural Villages. By providing the Villages it enabled many of the people from the Hispanic and Native American community to experience the Festival for the first time.

In addition, many of the Millpond performers will be giving performances at Inyo County schools before and after the festival.

Thank you for your continued support and cooperation.

Sincerely,



Lynn Cooper
Executive Director





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: July 3, 2012

SUBJECT: Approval of the contract between County of Inyo Behavioral Health Mental Health Services Act (MHSA) and Jeanette Sprague, MFT.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and Jeanette Sprague, MFT for the provision of mental health services as part of the Mental Health Service Act (MHSA) Community Services and Supports (CSS) Plan in an amount not to exceed \$25,000.00 for the period of July 1, 2012 to June 30, 2013, contingent upon Board's adoption of FY 2012/2013 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The MHSA CSS plan update has again included a contract position for a bilingual clinician. The Behavioral Health Division had generated a Request For Qualifications (RFQ) in order to award the contract. Ms. Sprague, MFT was the successful respondent to the RFQ. Ms. Sprague will continue to provide mental health outreach and engagement services, primarily to the un-served or underserved Hispanic population. These services will again include mental health presentations, wellness groups and counseling as well as other outreach activities as outlined in the CSS Plan. This year she has provided services to upwards of fifteen Spanish-speaking families in various capacities. She has also worked with the bilingual Health and Human Services Specialist to provide strategies and to look for ways to engage Latino families. She has provided weekly outreach contacts in the community, including the homes, and has continued to work to build trust with the Latino population. She has also continued to participate in the successful Parent Child Interactive Therapy (PCIT) training and supervision. This provides us with capability to continue to provide this intervention in Spanish where needed. Finally, Ms. Sprague participates in collaborative community meetings to represent the Behavioral Health Division on Latino issues. We are fortunate to have her work as part of these efforts.

ALTERNATIVES:

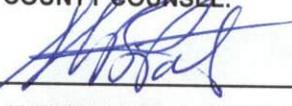
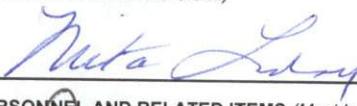
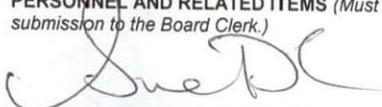
Your Board could choose not to approve this contract. This would severely impact a working relationship with a quality bilingual provider and limit access and availability to bilingual mental health services under MHSA.

OTHER AGENCY INVOLVEMENT:

The MHSA CSS Plan was developed with input from Consumers, Family Members, Agencies and other Community Stakeholders.

FINANCING:

MHSA funds and MediCal reimbursement, including EPSDT, where appropriate. This expense will be budgeted in Mental Health (045200) in Professional Services (5265). 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 6/15/2012</u> 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> <u>6/20/12</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> <u>6/21/12</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner ²⁰⁷ TB

Date: 6-21-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Jeanette Sprague, MFT of Bishop, 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, 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 Gail Zwier, PH.D. whose title is Behavioral Health Director. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. 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 County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, 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, including travel or per diem, 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. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to 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 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	
Behavioral Health	Department
162 J Grove Street	Street
Bishop, CA 93514	City and State

Contractor:	
Jeanette Sprague, MFT	Name
173 Hanby Ave.	Street
Bishop, CA 93514	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 Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Jeanette Sprague
Signature

Jeanette Lalley Sprague
Print or Type Name

Dated: May 20, 12

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health Services SERVICES**

TERM:

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

SCOPE OF WORK:

Contractor shall provide up to the (10) hours per week of outreach and mental health services under the Mental Health Services Act (MHSA) and/or the California MediCal Programs directed by the Behavioral Health Director, her designee, and/or the MHSA Steering Committee. Such services will include community outreach, presentations, care coordination, assessment, individual or family counseling, group counseling and other related services in various settings as assigned. These settings could include the Wellness Centers, office, satellites office, homes, schools, primary care settings and other community settings. Contractor will maintain the appropriate timely documentation.

Services to be provided by Contractor are expected to conform with the best practices and industry standards in this area.

Services to be provided by Contractor are not limited in any way to County working hours, scheduling or holidays.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health SERVICES**

TERM:

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

SCHEDULE OF FEES:

The fee for authorized Services pursuant to this Agreement is payable at the rate of \$60.00 per hour.

Contractor will be paid or reimbursed for authorized travel expenses and/or per diem including motel expenses at the rate established by the County.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health **SERVICES****

TERM:

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

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health **SERVICES**

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability (Errors and Omissions)** Insurance 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.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FROM: HEALTH & HUMAN SERVICES – Community Mental Health

FOR THE BOARD MEETING OF: July 3, 2012

SUBJECT: Approval of the contract between the County of Inyo and I.D.E.A. Consulting

DEPARTMENTAL RECOMMENDATION:

Request your Board: 1) Declare I.D.E.A. Consulting the sole source provider of certain mental health consultation for the period of July 1, 2012 through June 30, 2013; 2) approve the contract between the County of Inyo and I.D.E.A. Consulting in the amount not to exceed \$25,000 for the period of July 1, 2012 to June 30, 2013, contingent upon the Board's adoption of FY 2012/2013 Budget and; 3) authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Department requests this contract as a sole source contract due to the need for the specialized knowledge, experience and expertise brought by I.D.E.A. Consulting. Inyo County Mental Health has availed itself of the consultation and training services of Dr. Nancy Callahan and her staff at I.D.E.A. Consulting to assist with the continued planning, implementation and tracking of outcomes of the Mental Health Services Act (MHSA). This year, it again includes the access to an Essential Learning product. Essential Learning access includes web-based training for staff and consumers under our MHSA Workforce Education and Training (WET) plan. I.D.E.A. Consulting staff members ensure that there is access to the product, updating of the offerings and monitoring use and assignment of courses. The consultation has also involved continued development of other mandated mental health compliance and quality improvement measures. Dr. Callahan is working with several small counties and has been instrumental in her assistance with the development of the MHSA plans and the processes for reviewing data and outcomes connected with the plans. She is continuing to work with Glenn County under a Substance Abuse Mental Health Administration (SAMHSA) federal grant project for the integration of physical healthcare within a behavioral health setting. We will continue to benefit from her additional knowledge and guidance in this area. Finally, she has also continued to work with counties to continue to meet compliance regulations and quality assurance and improvement requirements. This is helpful to us as we face our annual and tri-annual site reviews.

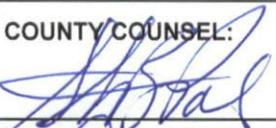
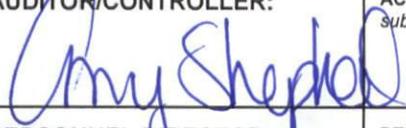
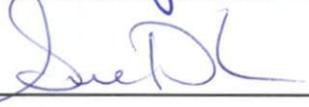
ALTERNATIVES:

Your Board could deny approval of the contract and direct staff to identify other means to accomplish this task. This would limit access to expertise that has proven very valuable as well as cost-effective.

OTHER AGENCY INVOLVEMENT:

MHSA stakeholders include consumers of mental health services and their families as well as a wide array of representatives of such entities as Schools, Law Enforcement, Senior Services providers, Courts, Probation, Health and Human Services, Ethnic-Specific groups, Development Disabilities, and Special Education.

FINANCING: Mental Health funds, including MHSA, CSS and PEI funds (in approved plan), WET funds (in approved plan) and MediCal funds where appropriate. This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL: 	<p>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.)</p> <p>Approved: <u>yes</u> Date: <u>6/15/2012</u></p>
AUDITOR/CONTROLLER: 	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</p> <p>Approved: <u>yes</u> Date: <u>6/19/12</u></p>
PERSONNEL DIRECTOR: 	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</p> <p>Approved: <u>✓</u> Date: <u>6/20/12</u></p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner ^{by} JS

Date: 6-20-12

AGREEMENT BETWEEN COUNTY OF INYO
AND I.D.E.A. Consulting
FOR THE PROVISION OF Consulting SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Consulting services of I.D.E.A. Consulting of Davis, 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, 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 \$25,000.00 (TwentyFiveThousand) 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	
Behavioral Health	Department
162 J Grove Street	Street
Bishop, CA 93514	City and State

Contractor:	
I.D.E.A. Consulting	Name
2108 Alameda Avenue	Street
Davis, CA 95616	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 I.D.E.A. Consulting
FOR THE PROVISION OF Consulting SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Nancy M Callahan PhD
Signature
Nancy M Callahan PhD
Print or Type

Dated: _____

Dated: 6 June 2012

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND I.D.E.A. Consulting
FOR THE PROVISION OF Consulting SERVICES**

TERM:

FROM: July 1, 2012

TO: June 30, 2013

SCOPE OF WORK:

Services to be performed by Contractor:

On behalf of Inyo County Behavioral Health Department, I.D.E.A. Consulting agrees to provide the following Quality Management (QM), Quality Improvement (QI) and compliance activities:

1. Conduct staff training activities in consultation with staff on a range of topics including Quality Management, documentation, and compliance activities.
2. Assist County Staff in the development and implementation of a compliance plan and related procedures. Provide training to staff on compliance plan components.
3. Provide consultation to County at County request for issues pertaining to Cultural Competence, Health Insurance Portability and Accountability Act Quality Management, Quality Improvement, compliance, and DMH regulations.
4. Provide consultation and technical assistance as related to other County Mental Health special projects as requested by the local Mental Health Director.
5. Provide consultation and technical assistance as related to other special projects as requested by the local Mental Health Director related to the implementation of the Mental Health Services Act (MHSA).

On behalf of Inyo County Behavioral Health, I.D.E.A. Consulting agrees to provide services related to the Essential Learning online training program. This training program provides a web-based site for training of the Inyo County Behavioral Health workforce, and includes clinical and CEU courses related to mental health and substance abuse treatment. The Essential Learning program also includes a consumer access site for online courses, reference library, and a health-related community resource list.

I.D.E.A. Consulting will fulfill the following activities on behalf of the Inyo County Behavioral Health Department (Department):

1. Provide service pursuant to the Essential Learning Membership Agreement, which includes both the workforce training site and the consumer access site;
2. Develop and maintain an I.D.E.A. Consulting workforce training site through Essential Learning to which the Department will have supervisory and other assigned access;
3. Perform administrative functions for the training site, including adding new content to the site, establishing user demographic fields, and managing the content of the site;
4. Collaborate with Inyo County Behavioral Health to develop appropriate training curricula and materials to best meet the needs of the Department's workforce; and
5. Provide usage reports and other tracking documentation on a regular basis.

The work under this contract shall be of quality and quantity that is acceptable to the County.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND D.E.A. Consulting
FOR THE PROVISION OF Consulting **SERVICES**

TERM:

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

SCHEDULE OF FEES:

Rate of Payment: Contractor shall be paid \$100.00 per hour.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND I.D.E.A. Consulting
FOR THE PROVISION OF Consulting 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 I.D.E.A. Consulting
FOR THE PROVISION OF Consulting 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.

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the contract (“Contract”) by and between the Health and Human Services Behavioral Health division, referred to herein as Covered Entity (“CE”), and I.D.E.A. Consulting, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2012(the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely

relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care

operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in

advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement

when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

By: _____

By: Nancy M Callahan PhD

Print Name: _____

Print Name: Nancy M. Callahan PhD

Title: _____

Title: Owner

Date: _____

Date: 6 June 2012



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: Inyo LAFCO

FOR THE BOARD MEETING OF: July 3, 2012

SUBJECT: Contract between Inyo LAFCO and the County of Inyo to Provide Staff Services

DEPARTMENTAL RECOMMENDATION: Request Board approve the contract between the County of Inyo and Inyo LAFCO, for the County to provide staff services to Inyo LAFCO at the standard County rates to a maximum contract amount of \$8,742, for the period of July 1, 2012 through June 30, 2013, and authorize the Chairperson to sign; and direct the Planning Department and County Counsel to provide staff services as outlined in the contract contingent upon the appropriate signatures being obtained and the Board's adoption of a FY 2012-2013 Budget.

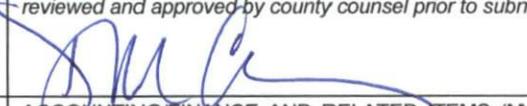
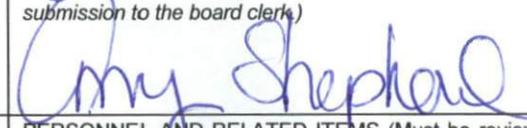
SUMMARY DISCUSSION: The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and Inyo County covers both staff and legal services. Inyo LAFCO has budgeted \$8,742 in FY 2012-2013 for staff services.

ALTERNATIVES: The Board could not approve the contract and not direct staff to provided services to Inyo LAFCO as outlined in the contract. The Board could also direct changes to the contract. These options are not recommended as the Inyo LAFCO has already reviewed and approved the contract, and Inyo LAFCO is mandated by State law to operate and requires staff services, which are best provided by the County.

OTHER AGENCY INVOLVEMENT: Inyo LAFCO

FINANCING: Inyo LAFCO has budgeted \$8,742 in FY 2012-2013 for staff services. The Inyo LAFCO FY 2012-2013 Final Budget includes \$10,000 in funding from the County of Inyo and the City of Bishop each. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Funds are realized in the Planning Budget (023800), LAFCO Fees Object Code (4817), and in the County Counsel Budget (010700), Services and Fees Object Code (4819).

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>6/21/12</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>eyes</u> Date <u>6/26/12</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:  Date: 6-26-12
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

INTRODUCTION

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as "Inyo LAFCO") to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The County shall provide to Inyo LAFCO, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors 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.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under 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. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs

(including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment "B" to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment "B" to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed eight thousand seven hundred seventy-two⁰⁰ Dollars (\$ 8,742.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO shall, when billed, pay to County its actual cost of providing general liability insurance as set forth in the Scope of Work (Attachment A).

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO 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. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

4. WORK SCHEDULE.

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to insure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

5. STATUS OF PARTIES.

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO 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, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO 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 entity:

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

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

6. STATUS OF COUNTY OFFICERS AND EMPLOYEES.

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

7. WARRANTY OF ELIGIBILITY.

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>.

8. DEFENSE AND INDEMNIFICATION.

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

8. CANCELLATION.

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar days written notice of such intent to cancel.

9. DEFAULT.

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar days written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

10. 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 19 below.

11. ASSIGNMENT/SUBCONTRACTING.

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this

Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

12. PRODUCTS OF COUNTY'S WORK AND SERVICES.

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

13. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of Inyo LAFCO shall have access to any books, documents, papers, and records, including, but not limited to, financial records of County, 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 County. Further, Inyo LAFCO has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. NONDISCRIMINATION.

During the performance of this Agreement, neither party, or their agents, officers, and employees, shall 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, ages, or sex. Both parties and their agents, officers, and employees shall comply with the provisions, of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. The parties 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.

15. CONFIDENTIALITY.

County agrees to comply with the various provisions of federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by County in the course of performance under this Agreement, shall be privileged, restricted, or confidential.

16. 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.

17. FUNDING LIMITATION.

The ability of Inyo LAFCO 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, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County 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 19.

18. 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.

19. 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.

20. 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 Inyo LAFCO 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
Karin Carunchio
COUNTY ADMINISTRATOR
224 North Edwards
Independence, California 93526

Inyo LAFCO:
Joshua Hart Name
Executive Officer
168 North Edwards Street
Independence, CA 93526 City and State

21. 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 THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

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

COUNTY OF INYO

INYO LAFCO

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF INYO AND THE INYO LOCAL AGENCY FORMATION COMMISSION FOR THE PROVISION OF SERVICES

TERM:

FROM: July 1, 2012

TO: June 30, 2013

SCOPE OF WORK:

SERVICES TO BE PROVIDED BY THE COUNTY

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed Legal Counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo LAFCO Commission relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO Commission.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. County will provide Inyo LAFCO and its officers the same broad form general liability insurance coverage as County provides for itself and its officer through the Excess Insurance Authority (EIA), including the same coverage, coverage limits, exclusions, and Self-Insured Retention (SIR).
- J. Maintain the Inyo LAFCO website in compliance with Government Code Section 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2012

TO: June 30, 2013

SCHEDULE OF FEES

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

<u>Position</u>	<u>Rate With Benefits</u>
Executive Officer	\$66.23
Analyst	\$49.06
Clerk	\$36.94

Other County employees at rates and benefits as set forth for such employees by the Board of Supervisors.

HOURLY RATES (FLAT) OF PROFESSIONAL EMPLOYEES OF OFFICE OF THE COUNTY COUNSEL:

<u>Position</u>	<u>Hourly Rate</u>
County Counsel	
Assistant County Counsel	\$98.00
Deputy County Counsel	



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

10

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

FROM: HEALTH & HUMAN SERVICES – Social Services/ESAAA

FOR THE BOARD MEETING OF: July 3, 2012

SUBJECT: Request to hire one A-PAR Program Services Assistant (PSA) I or II in ESAAA

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; and
- 3) approve the hiring of one A-PAR PSA, either a I at Range 39PT (\$10.80 to \$13.12/hr.), or a II at Range 42PT (\$11.55 to \$14.05/hr.), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board previously authorized the hiring of a Program Services Assistant (PSA) for our Lone Pine Senior Program as a result of a vacancy that occurred on March 20, 2012. Since that date, a second PSA has accepted a full-time position within Health and Human Services, which will result in a second vacancy as of July 1, 2012. These part-time, up to 19 hours per week, positions perform support services including, but not limited to: meal delivery to home bound seniors, assisted transportation to medical appointments, and homemaking services. The PSA is also available to provide support in other program functions during staff absences.

We are asking permission to fill this second vacant A-PAR PSA I/II position in order to ensure the provision of services and to maintain scheduling flexibility at the Lone Pine Senior Center.

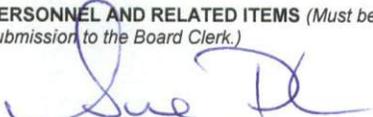
ALTERNATIVES:

The Board could choose not to allow ESAAA to hire a PSA I or II at the Lone Pine Senior Center, which would decrease the center's ability to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the ESAAA program if absences are covered by higher paid staff.

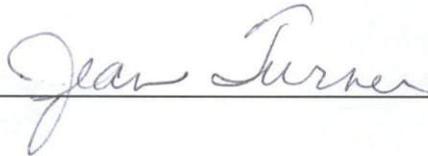
OTHER AGENCY INVOLVEMENT:

None

FINANCING: State and Federal funding, and County General Fund. Funding for this position is included in the ESAAA budget (683000), in the Salaries and Benefits object codes.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>Yes</u> <u>6/26/12</u> Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>6/20/12</u> Date: _____

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



Date: 6-26-12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
11

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

FROM: Water Department

FOR THE BOARD MEETING OF: July 3, 2012

SUBJECT: Adoption of 2012-2013 Fiscal Year LORP Annual Work Plan, Budget, Schedule, and Amendment

DEPARTMENTAL RECOMMENDATION:

The Water Department recommends adoption of the 2012-2013 Fiscal Year LORP Annual Work Plan, Budget, Schedule, and Amendment.

SUMMARY DISCUSSION:

The 2012-2013 Fiscal Year Lower Owens River Project Work Plan and Budget provides that LADWP increase the County's LORP Post-Implementation Credit by \$14,683. The County will pay \$285,232 from the LORP Trust Account to fund LORP related work for fiscal year 2012-2013. \$1,304,832 is available (as of July 21, 2011) in the LORP Post-Implementation Credit and \$3,654,245.36 (as of June 25, 2012) is in the LORP Trust Account to fund the County's LORP costs, trust account costs, and funding for habitat indicator species monitoring. The Post-Implementation Credit is held by LADWP; the County of Inyo Treasury holds the Trust Account.

The 2004 Final Environmental Impact Report for the Lower Owens River Project ("FEIR") Section 2.2.1 provides that in December of each year, the Technical Group will develop and adopt an annual work program for the Lower Owen River Project (LORP) describing work regarding the LORP to be performed in the following fiscal year, including implementation of adaptive management measures. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented.

The 2012-2013 work plan and budget were prepared according to the Agreement between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F.

On February 29, 2012, the Technical Group agreed on a 2012-2013 Fiscal Year Lower Owens River Project Work Plan and Budget ("Work Plan," attached).

The Work Plan includes provisions for:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the July 11, 2007 Stipulation and Order in Case No. S1CVCV01-29768.
3. Habitat and water quality monitoring described in the *LORP Monitoring and Adaptive Management Plan* (ESI 2008), or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. Management of mosquitoes, noxious species, beavers and saltcedar.
5. Employment of the MOU Consultant to contribute fieldwork, provide data analysis and reporting, and make adaptive management recommendations.
6. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
7. Other work or activities including the implementation of adaptive management measures. No adaptive management recommendations were adopted that require additional funding through this work plan.

More detailed descriptions of these tasks and breakdowns of costs can be found in the Work Plan.

The following Table summarizes the expenses incurred by each party and costs for the MOU consultant that was agreed to by the Technical Group on February 29, 2012 and amended on June 21, 2012.

Category	Inyo Costs	LA Costs	Total Cost
Hydrologic monitoring	\$0	\$117,000	\$117,000
Biologic and Water Quality	\$0	\$0	\$0
Operations and Maintenance	\$0	\$98,765	\$98,765
Mosquito Abatement	\$30,000	\$30,000	\$60,000
MOU Consultant	\$205,232	\$0	\$205,232
Rodent Control (beavers)	\$0	\$10,100	\$10,100
Noxious Species Control	\$50,000	\$0	\$50,000
Adaptive Management	\$0	\$0	\$0
Total	\$285,232	\$255,865	\$541,097

$$(LA\ costs - Inyo\ costs)/2 = \text{Amount Inyo owes LADWP}$$

$$(\$255,865 - \$285,232)/2 = -\$14,683$$

Biologic and water quality monitoring is conducted by staff from both LADWP and the Water Department. For budgeting purposes, when both County and LADWP staff are working on a Work Plan task, a day-for-day offset was used, rather than dollar-for-dollar. The figures above show only the differential in effort beyond the day-for-day offset therefore do not reflect the full amount of effort devoted to biologic and water quality monitoring. In 2012-2013, a combined effort on the Biological and Water Quality work will require 242 people-days, split evenly between the County and LADWP.

The County will administer the contract with the MOU Consultant (ESI, Inc.), and \$205,232 will be withdrawn from the Trust Account to pay consultant expenses in 2012-2013. It is anticipated by all parties that the MOU Consultant's role in the LORP will diminish over the next few years resulting in fewer tasks and less expense.

Amendment to the LORP Annual Work Plan, Budget, Schedule

According to the Funding Agreement Section II. G.1, Amendment of Work Plans and Budgets:

In the event that the need to conduct post-implementation activity arises following the adoption of an annual work program and budget, the Technical Group shall develop an amended work program, a schedule, and an amended budget that identifies the work that will be conducted by each Party. The cost sharing for the work identified in the amended work plan shall be as provided in Section F.3. The amended work plan and budget shall be submitted by each Party to its governing board or to its authorized designee together with a recommendation for approval.

When the Technical Group approved the LORP 2012-2013 Work Plan at their February 29, 2012 meeting they did so without an agreement over the funding of noxious species control. In accordance with the LORP Funding Agreement, noxious species control in the LORP area may become a shared cost beginning in FY 2012-2013. For seven years, the Inyo and Mono Counties Agricultural Department (IMCAD) had contracted with LADWP to detect and eradicate weeds on LADWP property throughout the Owens Valley, with a portion of that contract, \$50,000 per year, providing for weed management in the LORP. This contract expired June 30, 2012. LADWP and IMCAD had been unable to negotiate a new contract, and the cost of noxious species control had not been budgeted. This was resolved at the June 21, 2012 Technical Group meeting where the LORP Work Plan and Budget was amended to provide that beginning July 1, 2012, ICWD will coordinate with IMCAD for these services, with \$50,000 to be provided by the LORP Trust Account. To balance accounts LADWP will credit the LORP Credit Account \$25,000. The work plan schedule was not affected by this amendment.

Background, Requirements, and Constraints on LORP Funding

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

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

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

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965.00 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932.00. The LORP Funding

Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000.00 obtained from the U.S. Bureau of Reclamation, \$250,000.00 obtained from the U.S. Department of Housing and Urban Development, and \$150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

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

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

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. On June 25, 2012 there was \$3,654,245.36 in the Trust Account.

With regard to the funding of the 2012-2013 Amendment to the LORP Annual Work Plan, Budget, and Schedule the Funding Agreement Section II.J.2.h, provides:

Each year, at the election of the County, the County may reimburse itself from the Trust Account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County under an annual work plan and budget approved pursuant to Section II.F.

ALTERNATIVES:

1. Direct staff to work with LADWP to modify the 2012-2013 Fiscal Year Lower Owens River Project Work Plan, Budget, and Amendment.

OTHER AGENCY INVOLVEMENT:

LADWP, the office of the Inyo/Mono Agricultural Commissioner

FINANCING:

Summarizing the discussion above, the Post-Implementation Credit, held by LADWP, provides \$1,304,832, as of July 21, 2011, to pay the County's obligations for LORP costs. The LORP Trust Account (504103), held in the County Treasury, currently contains \$3,654,245.36 (as of June 25, 2012) to pay the County's LORP costs, escrow account costs, and funding for habitat indicator species monitoring. The LORP Funding Agreement provides that the Post-Implementation Credit will be drawn down to zero prior to expenditure from the Trust Account for the County's share of LORP costs. Adoption of the Work Plan would require a payment of \$10,317 for 2012-2013. Sufficient funds are available in the Post-Implementation Credit and Trust Account (504103) to fund this work.

APPROVALS

COUNTY COUNSEL: <p style="text-align: center;">N/A</p>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <p style="text-align: right;">Approved: _____ Date: _____</p>
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>  <p style="text-align: right;">Approved: <input checked="" type="checkbox"/> Date: <u>6/27/12</u></p>
PERSONNEL DIRECTOR: <p style="text-align: center;">N/A</p>	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <p style="text-align: right;">Approved: _____ Date: _____</p>

DEPARTMENT HEAD SIGNATURE:  Date: 6-27-12
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Water Department

FOR THE BOARD MEETING OF: July 3, 2012

SUBJECT: Approval of Contract between the County of Inyo and Ecosystem Sciences Incorporated

DEPARTMENTAL RECOMMENDATION: Request your Board approve the Contract between the County of Inyo and Ecosystem Sciences, for the provision of Biological Resources Consulting Services in an amount not to exceed \$205,232 for the period of July 1, 2012 to June 30, 2013 contingent on the Board's adoption of a FY 2012-2013 Budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION: The 1997 MOU calls for employing a biological consultant to provide the MOU parties with adaptive management recommendations for the Lower Owens River Project (LORP). Ecosystems Sciences Incorporated (ESI), out of Boise ID, has provided these services under a contract administered by Los Angeles Department of Water and Power. In fiscal year 2012-2013, the County of Inyo will serve as administrator of the ESI contract. This change in contract administration is specified in the LORP Post-Implementation Agreement, in Section II.F.4.

If the work plan and budget call for services or work to be performed by a contractor, the work plan will identify which Party will be responsible for awarding and administering each said contract. Beginning with the 2010-2011 fiscal year, the County will award and administer any contract with Ecosystems Sciences, Inc., unless otherwise agreed by the Parties, for work agreed upon by the Parties involving the LORP (exclusive of a contract for the management and monitoring of livestock grazing and utilization of the LORP area).

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

The 2012-2013 FY LORP Work Plan, approved by your Board June 5, identifies tasks to be carried out by MOU consultants. These include:

- Seasonal Habitat Flow recommendation
- Flooded extent evaluation
- Rapid assessment evaluation
- Delta/BWMA Assessment
- Annual report evaluation
- Annual adaptive management recommendations
- Project Management and Meetings

Inyo County, through their Water Department, has negotiated this contract with the consultant Ecosystems Sciences Inc. (ESI), for these LORP related services in FY 2012-2013.

ALTERNATIVES: The Board could deny the request, require that the contract be administered and funded in another manner, request that LADWP continue to administer the contract. These alternatives would delay ESI's work and interfere with meeting mandated reporting schedules.

OTHER AGENCY INVOLVEMENT: County Counsel/Auditor-Controller , LADWP

FINANCING:

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

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

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

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

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

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

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. On May 31, 2012, there was \$3,661,251.36 in the Trust Account.

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

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

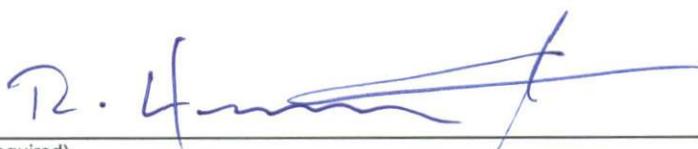
The LORP Trust Account (504103) will fund this contract.

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>6-5-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u> </u> Date <u>6/7/12</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) _____ Date: 6/7/12
 (The Original plus 20 copies of this document are required)

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

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

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

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

F. Federal and State taxes.

1. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant 's taxes or assessments.
3. The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment D, upon executing this Agreement.

4. WORK SCHEDULE.

Consultant 's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Consultant that the performance of

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

8. INSURANCE 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.

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 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)

4. 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 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 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).

2. Primary Coverage.

For any claims related to this contract, the Consultant'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 Consultant'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.

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County 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 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 Consultant 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Consultant 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 Consultant'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. Consultant 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.

9. STATUS OF CONSULTANT.

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. ATTORNEY'S FEES.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:

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

Name
Street
City and State

Consultant :

Ecosystem Sciences
202 N. 9th Suite 400
Boise, ID 83702

Name
Street
City and State

25. ENTIRE AGREEMENT.

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

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

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: Mark Hilt

Signature
Mark Hilt
Print or Type Name

Dated: 6/5/12

APPROVED AS TO FORM AND LEGALITY:

Riddle
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Nita Arroyo
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

dg/Contracts/MiscAgreements/EcosystemSciences.Water

ATTACHMENT A

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

TERM:

FROM: JULY 1, 2012 TO: JUNE 30, 2013

SCOPE OF WORK:

See Attachment A

C. MOU Consultants

TASK 1

Seasonal Habitat Flow

Seasonal habitat flows are prescribed to encourage a transition to riparian vegetation on the floodplains as well as manage channel sediments. The purpose of the habitat flow is to create a dynamic equilibrium for riparian habitat, fishery, water storage, water quality, animal migration, and biodiversity, which result in resilient productive ecological systems. Management actions are designed to achieve and maintain riparian habitats in a healthy ecological condition and establish a healthy warm water recreational fishery with habitat for native species. The LORP Monitoring and Adaptive Management Plan require the MOU consultants to recommend the annual seasonal habitat flow level to the Technical Committee based on the April runoff forecast. The river is then monitored during the flow period to evaluate adverse conditions or sudden problems. This task requires evaluation of the Owens Valley runoff conditions, review of proposed flow schedule and development of independent review and recommendations. During the Seasonal Habitat flow, the MOU consultant has to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written recommendation for the Seasonal Habitat Flow based on the April runoff forecast.
Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Monitoring of Seasonal Habitat Flow	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	128	\$136	\$17,408
Associates	40	\$91	\$3,640
Administration	6	\$68	\$408
Subtotal			\$21,456

TASK 2-----

Flooded Extent Evaluation

Monitoring of flooded extent, which is how much land area is inundated during seasonal habitat flows, is prescribed to inform managers about the effectiveness of seasonal habitat flows. Seasonal habitat flooding extent monitoring documents what habitats are being affected by the flooding. Determining the extent and duration of the flooded area enables managers to identify which vegetation communities are inundated and are being affected by the seasonal habitat flow. This assists in determining if the seasonal habitat flows are meeting the goals of the habitat and informs the adaptive management decision-making. The seasonal habitat flow is evaluated each year to estimate the extent of flooding on river landforms. The report for this work requires review and comment from the MOU consultant with assistance from the consultant's staff to verify mapping and estimates. Flood extent results are

compared to results from other tasks to analyze effectiveness in meeting LORP goals. Fieldwork for this task is completed during the Seasonal Habitat Flow monitoring.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow flooded extent monitoring and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Flood Extent Evaluation	FY 2011-2012		
	Hours	Rate	Cost
Labor Estimate:			
Principals	64	\$136	\$8,704
Associates	64	\$91	\$5,824
Administration	2	\$68	\$136
Subtotal			\$14,664

TASK 3 -----

Rapid Assessment Evaluation

Rapid Assessment Surveys (RAS) are conducted to document problems or potential management issues in LORP riverine-riparian area and provide qualitative project-level feedback regarding changes within the project area. Rapid Assessment Evaluation is performed on the river corridor, Blackrock Waterfowl Management Area, Off-River Lakes and Ponds and the Delta. LADWP and Inyo County staffs collect and processes field data, and perform data analysis, the results of which are captured in a draft RAS report. The LORP consultant reviews the RAS results to identify issues that require immediate action, and informs the MOU parties as required by the LORP Monitoring and Adaptive Management Plan. The MOU consultant will evaluate results for trends that influence monitoring and adaptive management recommendations for subsequent years.

Deliverables:

Written consultation with MOU Parties following completion of the RAS.

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the RAS, progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Rapid Assessment	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	24	\$136	\$3,264
Associates	32	\$91	\$2,912
Administration	2	\$68	\$136
Subtotal			\$6,312

TASK 4**Delta/BWMA Assessment**

The MOU Consultants 2011 adaptive management recommendations included substantial flow changes for the Delta Habitat Area. While it is too early to evaluate vegetation response to inflows to the DHA, the recommended changes in flow are expected to create very different conditions in terms of flooding, soil moisture, and standing water. The MOU Consultants expect to make observations and evaluate these physical conditions probably later in the summer of 2012. The MOU Consultants also need to evaluate the extent of vegetation closure in the Drew wetland unit and determine if it is necessary to deactivate the unit in 2013. Also, the MOU Consultants need to observe the vegetative and open water conditions in the recently activated Winterton unit.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered in Delta and BWMA and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Delta/BWMA Assessment	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	64	\$136	\$8,704
Associates	24	\$91	\$2,184
Administration	4	\$68	\$272
Subtotal			\$11,160

TASK 5**Annual Report Evaluation**

At the end of October, LADWP and ICWD forward the draft annual report to the MOU consultant. The MOU consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, revaluating or re-estimating and verifying conclusions.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing the need for any contingency monitoring as well as discussion of progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Annual Report	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	160	\$136	\$21,760
Associates	440	\$91	\$40,040
Administration	36	\$68	\$2,448
Subtotal			\$64,248

TASK 6**Annual Adaptive Management Recommendations**

Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU consultant will present the recommendations to the Technical Committee as required. This will require travel time and preparation time.

Deliverables:

Written evaluation of any necessary adaptive management actions as well as discussion of progress towards meeting LORP objectives.

Budget:

Adaptive Management Recommendations	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	120	\$136	\$16,320
Associates	48	\$91	\$4,368
Administration	16	\$68	\$1,088
Subtotal			\$21,776

TASK 7**Project Management and Meetings**

The MOU consultant will meet with LADWP and ICWD periodically to review progress or discuss issues. The MOU consultant will manage project assignments, schedules and budgets, provide monthly progress reports to LADWP, budget assessment and invoice each month. This task will require the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss the progress towards meeting the LORP objectives.

Budget:

Project Management and Meetings	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	316	\$136	\$42,976
Associates	72	\$91	\$6,552
Administration	16	\$68	\$1,088
Subtotal			\$50,616
	FY 2011-2012		
EXPENSES	Hours	Rate	Cost
Travel (Mileage 1500/trip @ \$0.52-\$0.56/mi)	10	\$780	\$7,800
Lodging	36	\$125	\$4,500
Per Diem	36	\$75	\$2,700
Subtotal			\$15,000
FY 2011-2012 TOTAL			\$205,232

FY 2012-2013 Ecosystem Sciences Tasks

ICWD/LADWP Joint Costs

Labor Estimate	FY 2012-2013		
Seasonal Habitat Flow/River Assessment			
Principals	128	\$136	\$17,408
Associates	40	\$91	\$3,640
Administration	6	\$68	\$408
Subtotal			\$21,456
Flood Extent Evaluation			
Principals	64	\$136	\$8,704
Associates	64	\$91	\$5,824
Administration	2	\$68	\$136
Subtotal			\$14,664
Rapid Assessment			
Principals	24	\$136	\$3,264
Associates	32	\$91	\$2,912
Administration	2	\$68	\$136
Subtotal			\$6,312
Delta/BWMA Assessment			
Principals	64	\$136	\$8,704
Associates	24	\$91	\$2,184
Administration	4	\$68	\$272
Subtotal			\$11,160
Annual Report			
Principals	160	\$136	\$21,760
Associates	440	\$91	\$40,040
Administration	36	\$68	\$2,448
Subtotal			\$64,248
Adaptive Management Recommendations			
Principals	120	\$136	\$16,320
Associates	48	\$91	\$4,368
Administration	16	\$68	\$1,088
Subtotal			\$21,776
Project Management, Meetings and Preparation			
Principals	316	\$136	\$42,976
Associates	72	\$91	\$6,552
Administration	16	\$68	\$1,088
Subtotal			\$50,616
Total Labor			
Principals	996	\$136	\$119,136
Associates	768	\$91	\$65,520
Administration	85	\$68	\$5,576
Subtotal			\$190,232
EXPENSES			
Travel (Mileage 1500/trip @ \$0.52-\$0.56/mi)	10	\$780	\$7,800
Lodging	36	\$125	\$4,500
Per Diem	36	\$75	\$2,700
Subtotal			\$15,000
ANNUAL TOTAL			\$205,232

ATTACHMENT B

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

TERM:

FROM: JULY 1, 2012 TO: JUNE 30, 2013

SCHEDULE OF FEES:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request in an amount not to exceed \$205,232.00

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING 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

13

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: July 3, 2011

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Lone Pine Chamber of Commerce for the Inyo County Shootout Photo Contest and the Inyo County Visitors Guide, and the Bishop Mural Society for updating its webpage and printing a new brochure.

DEPARTMENTAL RECOMMENDATION: Request your Board approve a \$2,750 final payment to the Lone Pine Chamber of Commerce for successfully completing the Inyo County Shootout Photo Contest; and a \$4,500 final payment for completing the Inyo County Visitor's Guide; and final payments of \$350 to the Bishop Mural Society for updating its webpage and printing a new brochure and map showing all 15 murals in Bishop.

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$5,500 in November of 2011 to help sponsor the second annual Inyo County Shootout Photo Contest. After contracts were finalized, half the grant funds (\$2,750) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$2,750 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event on posters and advertisements. The Contest attracted 300 entries, which is more than twice as many entries as last year. Once again, about 40 images were chosen to be on display at the Lone Pine Interagency Visitor Center. Several photos from the 2011 photo contest were used in the latest Inyo County Visitors Guide. All photos entered become the property of the Lone Pine Chamber and Inyo County for promotional use.

The Lone Pine Chamber of Commerce was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$9,000 in November of 2011 to help fund the publication of the fifth edition of the Inyo County Visitors Guide. After contracts were finalized, half the grant funds (\$4,500) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$4,500 in grant funding. The publication itself provides ample evidence that Inyo County is the sponsor of the document, which was completed as a cooperative project with all Inyo County chambers of commerce. The Guide will be printed on high-grade paper and 22,000 issues will be available for distribution. The Guides will be distributed in Inyo County at Chambers of Commerce, Visitors Centers and businesses, and will also be distributed in high-traffic Visitor Centers and other locations in Southern Nevada and Southern California. The Guide is the primary fulfillment piece mailed by Inyo County to visitors seeking information to plan a stay in Inyo County.

The Bishop Mural Society was awarded two FY 2011-12 County of Inyo Community Project Sponsorship Grants in November 2011 -- \$500 for printing a new map/brochure and \$200 to upgrade the group's website. (To ease the paperwork load, the Board is being asked to consider approval of final payments for both grants at the same time). After contracts were finalized, half the grant funds for both projects (a total of \$350) were disbursed to the Society. The Mural Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining total of \$350 of grant funding. The Society also provided ample evidence that Inyo County was prominently mentioned as a sponsor of both promotional efforts. The brochure highlights all 15 murals on buildings throughout Bishop. Plans are to distribute up to 2,000 copies of the brochure. The webpage also provides directions and background about each mural. As the Society's director wrote, "The Bishop Mural Society is alive and well, thanks in part to the funding provided by the Community Project Sponsorship Program to update our brochure and website."

ALTERNATIVES: The Board could deny the request.

OTHER AGENCY INVOLVEMENT: County Counsel, County Administrator's Office, Auditor/Controller.

FINANCING: The FY 2011-12 Advertising County Resources budget, (011400), which is funded solely by the General Fund, includes \$100,000 for the Community Project Sponsorship Program in Professional Services (5265).

APPROVALS

COUNTY COUNSEL: <i>N/A</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Rita Selig</i> Approved: <i>Yes</i> Date <i>6/28/12</i>
PERSONNEL DIRECTOR: <i>N/A</i>	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)
(The Original plus 20 copies of this document are required)

L. Piper for Jon Klusmire Date: *6-27-12*



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

June 11, 2012

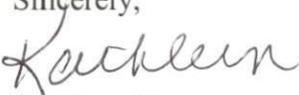
Inyo Co. Board of Supervisors
PO Box N
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of the Lone Pine Photo Shootout contest.

This little contest has produced some great pictures that we have used in advertising Inyo County at Cal Expo and in our Visitor's Guide as well as in magazines. With 300 entries this year we will have a whole new group of pictures to use in advertising our area.

It turns out that the Lone Pine Visitors Center is a perfect venue for displaying the pictures which is an added bonus for our area.

Sincerely,

Kathleen New
President/CEO

PH. [760] 876.4444 • www.lonepinechamber.org
info@lonepinechamber.org

Give us your shot!

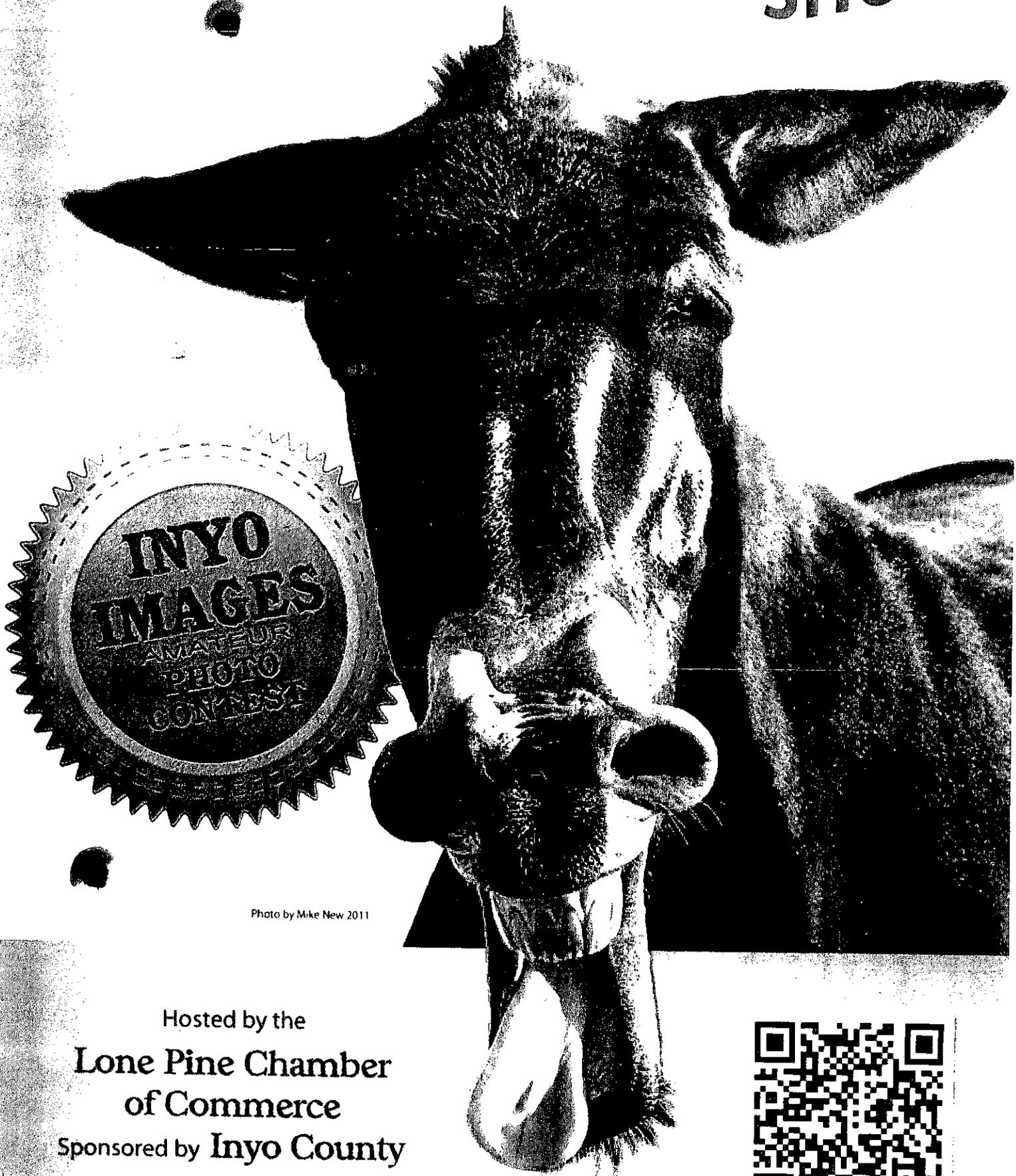
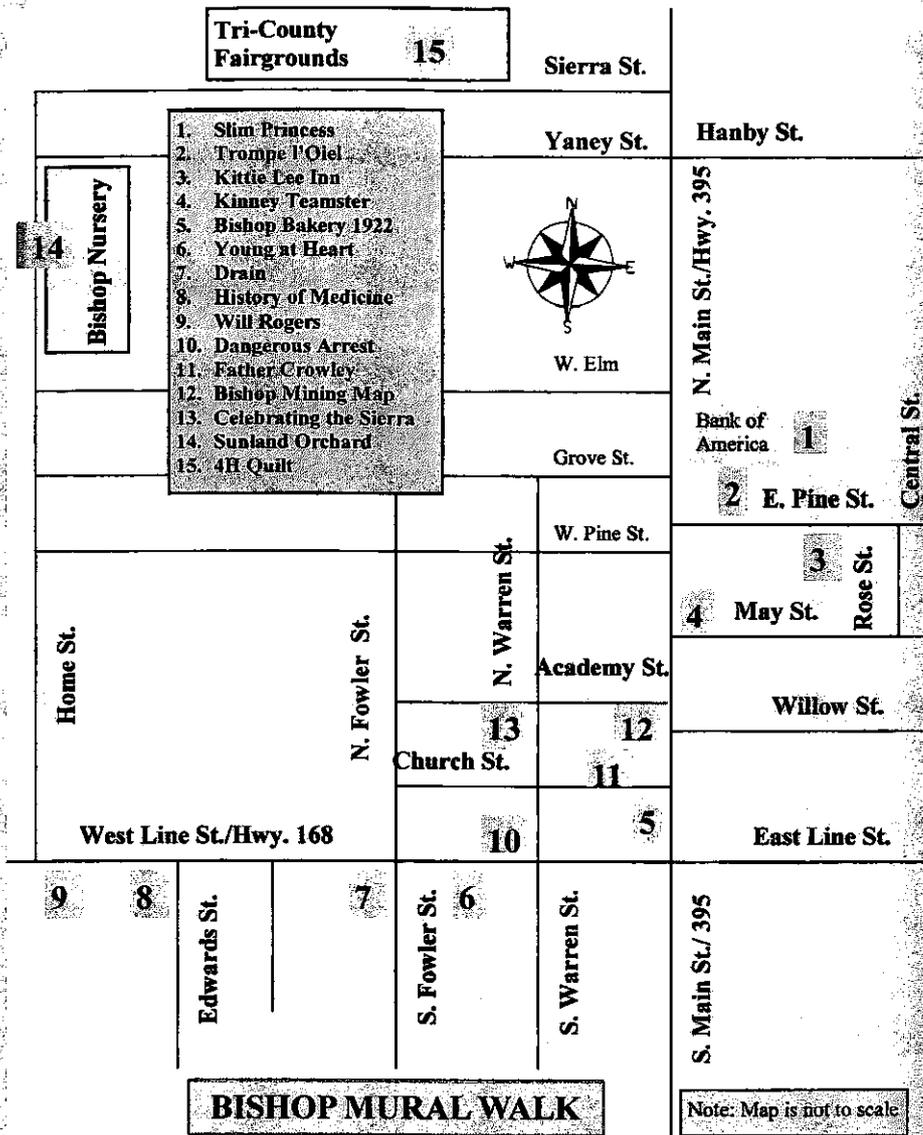


Photo by Mike New 2011

Hosted by the
**Lone Pine Chamber
of Commerce**
Sponsored by **Inyo County**

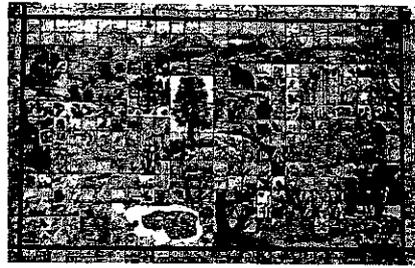


Find Us On  



BISHOP MURAL WALK

Note: Map is not to scale



13. "Celebrating the Sierra" by Patricia Holton, Betty Cameron, Susanne Olson, Margaret Phelps, Sara Steck, Coleen Randolph, Earl Gann, Carolyn Lynch & Carol Conner-Turner, 2011. This natural history mural of ceramic tile and mosaic includes 237 species of Eastern Sierra flora and fauna. Each tile was hand sculpted and painted by one of 110 community members. It is dedicated to the committed volunteers of Inyo County Search and Rescue. 210 Academy Street, *Bishop Library*. <http://fall.cerrocoso.edu/muralproject/mural/index.html>



14. "The Sunland Orchard circa 1912" by Janet Essley, 2005. Starting in the 1870s, early settlers trapped the Owens River to irrigate fields and orchards in the remote valley and created, for a short time, one of the most productive agricultural areas in California. 789 Home Street, inside *Bishop Nursery*.



15. "4-H Quilt" by Janet Essley, 2001. This mural honors the 4H children, their activities and the 100-year anniversary of the 4H Club. Tri-County Fairgrounds, Sierra St. & Fair Drive, *Douglas Robinson building*.

BISHOP, CALIFORNIA
VISITOR'S GUIDE
"A GALLERY OF MURALS"



WELCOME!

Bishop Mural Society

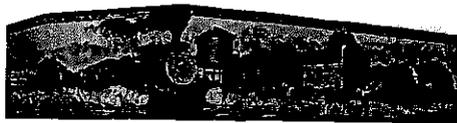
We are Painting the Town!

The Bishop Mural Society is a non-profit corporation, founded in 1997 by Barbara and David Williams, Dan Wells and John Knowlton. The society is supported by its members and donors. We appreciate your support!

bishopmurals.com
760.938.2460
photon59@suddenlink.net



Brochure funded in part by the County of Inyo



1. "The Slim Princess" by Robert Thomas, John Knowlton and Richard Perkins, 2000. This mural depicts Laws, a thriving railroad depot and community, just outside of Bishop circa 1909. The railroad line, called the "Slim Princess" by the local population, was a major transportation resource until Highway 395 was paved. The depot was built in 1883, and served the Owens Valley until April 30, 1959, when the line from Laws to Keeler was abandoned. Laws is now home to Laws Railroad Museum. 175 East Pine Street, *Fendon's Furniture, north wall.*



2. "Trompe L'Oiel Mural" by Bob Unkrich, John Knowlton, Barbel Williams & David Williams, 1997. 462 Rose Street, *Studio 27 and Eastern Sierra Realty.*

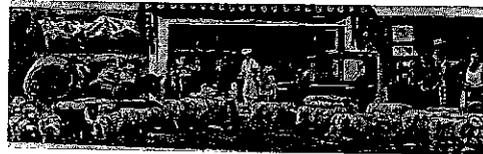
This mural was painted to "fool the eye" by matching the windows, awnings and siding of the adjacent building. Mural Society founder David Williams is pictured as in real life.



3. "Kittie Lee Inn" by Robert Thomas, John Knowlton and Rich Perkins, 2000. The Kittie Lee Inn was built in 1924 at this location. It was the height of luxury during Hollywood's heyday, and many celebrities stayed there. During WWII, the dining room was turned into a dorm for military pilots training at Bishop Airport, and later was remodeled into a fine restaurant, The Copper Kettle. The old inn was torn down in 1965, and a series of restaurants have been located in the new building ever since. 524 N. Main Street, *Whiskey Creek Restaurant.*



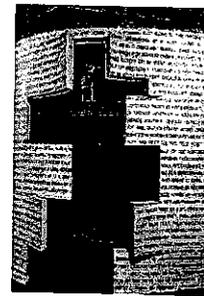
4. "The Ernest Kinney Teamster Family Mural" by Robert Thomas, John Knowlton Jenna Morgenstein, Rich Perkins, Tory Michener and J.T. Schmidt, 1999. Conceived by Ernest Kinney of Bishop, this mural is a triptych (three panels in one mural). The wall also incorporates *trompe l'oeil* (fool the eye) decoration to enhance its setting on the building. The central panel illustrates a twenty-two-animal team of horses and mules going up and over Sand Canyon to Power Plant #3 on Bishop Creek. There are 18 in front and four pushers in the back. The orange generator part is part of power plant machinery and weighs approximately 20 tons. It is still in use today. 362 North Main St., *Union Bank, north wall.*



5. "Bishop Bakery, 1922" by Janet Essley, 1998. Since the 1850's, Basque shepherders have trailed their flocks in the area. The shepherders taught their time-honored recipe for a thick-crust, tasty bread to Bob and Louisa Schoch, the owners of the Bishop Bakery. The original "Shepherders' Bread from the Pyrenees country was baked in brick ovens and lasted several weeks without spoiling. 125 North Main Street, *Bishop Art Supply.*



9. "Will Rogers in Bishop" by Philip Slagter, 2003. Will Rogers would come to town to visit the children and buy them ice cream at the local pharmacy/soda fountain. Look for amusing details in the group of children and street scene. Our own Shirley Fendon is seen here as a child. 644 West Line Street, *Dwayne's Friendly Pharmacy, west side.*



6. "Young at Heart" by John Pugh, 2002. Inscribed with a land title, this layered core sample of Bishop earth represents a sedimentary survey of the town's heritage. Digging down through the bullets, spurs, old keys, Bristlecone pine roots, and Paiute arrowheads, we see Mammoth tusks and Saber-tooth skulls. A dog named "Hunter" helps to 'ground' this piece in the present. 230 W. Line Street, *Inyo Mono Title.*

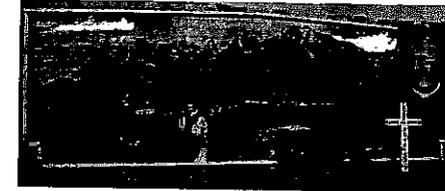
7. "Drain" by John Pugh, 2005. The artist has graphically illustrated the piping of water from the Eastern Sierra. In this controversial piece, an agricultural Shangri La appears as a mural within a mural. This vision of the valley's past derives from old paintings and photos, book descriptions, interviews, and visits to less affected areas of the Owens Valley. 400 West Line St., *Window Fair, east wall.*



8. "The History of Medicine at the Local Pharmacy" by Philip Slagter, 2003. This portrait of long time resident Dr. Robert Denton is one of five colorful scenes depicting local people, traditional medicine from plants and an old-time soda fountain. 644 West Line St., *Dwayne's Friendly Pharmacy.*



10. "A Dangerous Arrest" by Richard Perkins, John Knowlton, Kathy Sexton, Jenna Morgenstein, Mary Gipson-Knowlton, 2000. This mural shows an "Old West" event that broke the peace and quiet of Bishop in 1887. 207 W. Line St., *Bishop Police Station.*



11. "Father Crowley" by John Knowlton, Mary Gipson-Knowlton, Kathy Sexton, Jenna Morgenstein and Pat Morgan, 2002. The "Desert Padre," Father John Crowley remains a legendary figure, recognized as the visionary leader who saw the potential for the region, and as a man of faith who dedicated his life to helping its inhabitants. 197 North Main Street, *Body and Soul Salon, north wall. (Opposite*



12. "Bishop Mining Mural" by Art Mortimer, 2005. This "Mural-in-a-Day" was painted by volunteers in conjunction with the California Mural Symposium. The centerpiece map shows some of the now mostly abandoned mines around Bishop, including the Champion Sparkplug Mine and the Pine Creek Tungsten Mine, which are detailed in the photo montages to either side. 285 N. Main St., *Amigo's Mexican Restaurant.*

Visitor's Guide to

INYOCOUNTY



The Other Side of California
DEATH VALLEY AND THE EASTERN SIERRA

FIFTH EDITION

www.TheOtherSideOfCalifornia.com

Bishop Mural Society



June 14, 2012

Dear County Administrators:

The Bishop Mural Society is alive and well, thanks in part to the funding provided by the Community Project Sponsorship Program to update our website and brochure.

The freshly designed map brochure includes a guide to each of the 15 Bishop murals with locations and brief notes on each one. 1000 of them have already been distributed across the valley at 46 sites from Manzanar to Bishop. At least 14 more places are on the list and we have just ordered another 2000 brochures to keep them flowing.

Our newly updated website www.bishopmurals.com includes a Google map, which will allow browsers and prospective visitors all over the world to discover yet another reason to come to the Eastern Sierra. Not only that, but residents can learn more about our local history through thorough descriptions and pictures on the Murals page. Our "Links" page includes the "Other Side of California" along with the Bishop Chamber of Commerce.

I would like to share with you a comment recently given by a young student in Bishop regarding the ceramic tile mural on the library. "That mural is the best thing that ever happened to this town. Every time I look at it, I'm filled with joy! And I feel that way every time I see it."

Our recent tour and the attending news article in the Inyo Register generated interest in our local history by folks who already live here, and our guests from the Airstream travel group really enjoyed themselves. These folks came from all over the west, and we are sure they will tell their friends about this wonderful area.

We are grateful that the County of Inyo has been active in supporting the arts, and we trust that our work will continue to enthusiastically and colorfully promote the economic well-being of our communities. We now look ahead to planning the next beautiful mural at the southern gateway to Bishop.

Sincerely,

Thank you!

Patricia Holton, Executive Director

Patricia Holton



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Integrated Waste Management Program (IWM)
FOR THE BOARD MEETING OF: July 3, 2012
SUBJECT: Approval of Amendment No. 4 to the Geo-Logic Associates, Inc. Technical Services Contract

DEPARTMENTAL RECOMMENDATION:

Request that your Board: 1.) Approve Amendment No. 4 to the contract between the County of Inyo and Geo-Logic Associates, Inc. (formerly Vector Engineering, Inc.) for Solid Waste Technical Services, increasing the contract by \$400,849 for a total of \$1,084,322; and, 2.) Authorize the Chairperson to sign the Amendment No. 4 subject to and contingent upon obtaining all appropriate signatures and upon the adoption of the 2012/2013 preliminary budget and the 2012/2013 fiscal year budget and future County budgets.

SUMMARY DISCUSSION:

With adoption of the new FY 2012/2013 County budget, the Integrated Waste Management Program will be entering year three of a five (5) year Professional Services Contract with Geo-Logic Associates, Inc., located in Grass Valley, CA. This Contract has benefitted the County by successfully addressing mandated Solid Waste regulatory compliance issues currently impacting all landfill operators throughout California. This professional services contract also contains sub-consultant services performed by a local engineering firm, Team Engineering.

The attached table entitled "Attachment B-4 – Cost Estimation Summary By Task" lists the consultant's proposed compliance task scope of work for upcoming fiscal year 2012/2013. The contract scope of work and the contract tasks and associated contract costs are developed and negotiated annually. It should be noted that there are deadlines for certain regulatory agency tasks which must be completed in July and August of 2012. The Attachment B-4 tasks list also contains "transitioning / training" tasks amounting to \$31,000 of the \$400,849 requested by this Amendment No. 4 of the contract. For this year's consultant contract work the consultant will train IWM and other County staff to perform the sampling, monitoring, and reporting tasks in-house in order to reduce the consultant services portion substantially by this mid-fiscal year. Also, for this 2012/2013 fiscal year, the Managing Landfill Engineer (MLE) will be performing \$18,056 of work previously performed in 2011/2012 by the Consultant. IWM recognizes that the immediate and long term goal is to reduce the County's dependence on consultants (and associated costs) by accomplishing more solid waste engineering work in-house. There will however, always be a need for the technical expertise from an engineering consulting firm when dealing with landfill issues and regulations.

The 2012/2013 contract costs have increased by \$98,464 over the 2011/2012 contract amount due to having to implement a groundwater Source Control Evaluation and Correction Action Plan (CAP) at a cost, for this year, of \$103,406 at the Bishop-Sunland Landfill (mandated by the Lahontan Regional Water Quality Control Board). The implementation of this CAP is currently planned to be phased over the coming years with the substantial estimated costs spread over several budgetary years. At mid-year IWM will be reviewing the remaining consultant scope of work task list with the idea of completing the remaining FY tasks using in-house staff thereby further reducing consultant costs. Also at mid-year budget review we will be submitting estimates for additional equipment and other purchases needed that are required in order for in-house staff to complete the remaining scope of work tasks.

ALTERNATIVES:

Your Board could choose not to approve the requested contract amendment; however, the recommendation by staff is to approve Amendment No. 4 to the contract so that IWM staff can receive training which will allow for a transition of current consultants tasks to in-house staff and reduce costs to the IWM program as well as ensure solid waste regulatory compliance.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditors

FINANCING:

There is sufficient funding in the FY 2012-2013 Preliminary Solid Waste Budget (045700) Professional Service object code 5265 for this amendment.

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>6/20/2012</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>✓</u> Date <u>6/20/12</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 _____

REQUESTED BY: Jeff Abtstrom Date: 6-27-12

DEPARTMENT HEAD SIGNATURE: Zanka Popovic Date: 6/27/12
(Not to be signed until all approvals are received)

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEO-LOGIC ASSOCIATES, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and GEO-LOGIC ASSOCIATES, INC. _____, of Grass Valley, CA _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 2010, on County of Inyo Standard Contract No. 118, for the term from July 1, 2010 to June 30, 2015.

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:

The first line of Section 3(d) (Limit upon amount payable under Agreement) is amended as follows: 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 \$1,084,322.00 dollars (hereinafter referred to as "contract limit").

The Scope of Work is amended by the addition of new tasks for the 2012-2013 Fiscal Year as identified in Attachment A-4.

As part of this Scope of Work a Transitioning/Training component has been added for each Task. County staff will shadow the consultants and learn how to administer monitoring and/or testing in the landfills and transfer stations. Additionally, staff will be trained to generate technical reports and participate in meetings with regulators and outside agencies. This Transitioning/Training period is defined as a minimum of three months with a maximum of twelve months in duration. County has sole discretion in determining when this Transitioning/Training period has been completed.

While it is assumed that staff will undertake most tasks in future months and years, this Transitioning/Training component does not preclude the need for consultant services when new regulations are implemented, specific monitoring and/or testing and/or complex unforeseen circumstances are presented.

The Schedule of Fees and Cost Estimation Summary is amended by the addition of Attachment B-4.

The Schedule of Travel and Per Diem Payment is amended by the addition of Attachment C-4.

The effective date of this Amendment to the Agreement is July 1, 2012.

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

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEO-LOGIC ASSOCIATES, 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: _____
Signature

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

ATTACHMENT B-4

SCHEDULE OF FEES AND COST ESTIMATION SUMMARY

ATTACHMENT B-4**COST ESTIMATION SUMMARY BY TASK****Inyo County Solid Waste Engineering Services - Contract Year 2012 - 2013**

Task No.	Responsible Firm	Description	Task Cost
1	Geo-Logic	Bishop Sunland Landfill - Permitting	\$ 5,450
1T.0		<i>Transitioning / Training of County Staff</i>	\$ 2,000
2	Geo-Logic	Independence Landfill - Permitting	\$ 8,111
2T.0		<i>Transitioning / Training of County Staff</i>	\$ 2,000
3	Geo-Logic	Lone Pine Landfill - Permitting	\$ 8,111
3T.0		<i>Transitioning / Training of County Staff</i>	\$ 2,000
4	Geo-Logic	Shoshone Disposal Site - Permitting	\$ 12,319
4T.0		<i>Transitioning / Training of County Staff</i>	\$ 2,000
5	Geo-Logic	Tecopa Disposal Site - Patenting and Permitting	\$ 16,868
5T.0		<i>Transitioning / Training of County Staff</i>	\$ 2,500
6	Geo-Logic	Bishop-Sunland Landfill - Source Control Evaluation and Corrective Action Plan	\$ 28,406
6T.0		<i>Transitioning / Training of County Staff</i>	\$ 1,000
7	Geo-Logic	Bishop-Sunland Landfill - Corrective Action Plan Implementation	\$ 75,000
7T.0		<i>Transitioning / Training of County Staff</i>	\$ 2,500
8	TEAM	Groundwater Monitoring and Reporting - All Landfill Sites	\$ 99,093
8T.0		<i>Transitioning / Training of County Staff</i>	\$ 6,000
9	TEAM	Landfill Gas Monitoring - All Active Landfill Sites	\$ 31,377
9T.0		<i>Transitioning / Training of County Staff</i>	\$ 2,500

10	Geo-Logic	AB-32 / Title 17 Greenhouse Emissions Annual Reporting	\$ 4,891
10T.0		<i>Transitioning / Training of County Staff</i>	\$ 1,500
11	R3	AB-939 Annual Reporting	\$ 7,249
11T.0		<i>Transitioning / Training of County Staff</i>	\$ 1,500
12	Geo-Logic	Financial Assurance Annual Calculations	\$ 5,916
12T.0		<i>Transitioning / Training of County Staff</i>	\$ 1,500
13	TEAM	Keeler Landfill - Update of Waste Discharge Requirements	\$ 3,809
13T.0		<i>Transitioning / Training of County Staff</i>	\$ 1,500
14	Geo-Logic	Contract Management and Project Statusing	\$ 15,746
14T.0		<i>Transitioning / Training of County Staff</i>	\$ 1,000
15	Geo-Logic	Technical Reports in Supprt of WDRs (Potential Items)	\$ 27,504
15T.0		<i>Transitioning / Training of County Staff</i>	\$ 1,500
16	Geo-Logic	As-Needed Consulting Services	\$ 20,000
		Total - Without Transitioning / Training	\$ 369,849
		Total - Transitioning / Training	\$ 31,000



Environment & Sustainability

ATTACHMENT B-4

SCHEDULE OF FEES

Inyo County Solid Waste Engineering Services - Contract Year 2012 - 2013

LABOR

Principal/Project Manager	\$160.00/hr
Project Scientist	120.00/hr
Senior Engineer	149.00/hr
Senior Waste Management Specialist	138.00/hr
Staff Engineer	99.00/hr
Field Technician/Field Geologist	89.00/hr
Engineer-in-Training.....	85.00/hr
CADD Designer	85.00/hr
Graphics	58.00/hr
Word Processing/Clerk	53.00/hr

EXPENSES

Travel (lodging, meals, tips, etc) per diem.....	\$150.00/day or Cost
Vehicle mileage	\$0.80/mile
Vehicle Use.....	\$100.00/day
Project Related Expenses *	Cost + 10%
Outside Services.....	Cost + 10%
Routine Telecommunications, Facsimile, Postage, Computer Use	no charge
Reproduction.	5% of labor cost

* excludes subcontractor markup (0%)

ATTACHMENT C-4

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT



Environment & Sustainability

ATTACHMENT C-4

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Inyo County Solid Waste Engineering Services - Contract Year 2012 - 2013

LABOR

Principal/Project Manager	\$160.00/hr
Project Scientist	120.00/hr
Senior Engineer	149.00/hr
Senior Waste Management Specialist	138.00/hr
Staff Engineer	99.00/hr
Field Technician/Field Geologist	89.00/hr
Engineer-in-Training.....	85.00/hr
CADD Designer	85.00/hr
Graphics	58.00/hr
Word Processing/Clerk	53.00/hr

EXPENSES

Travel (lodging, meals, tips, etc) per diem.....	\$150.00/day or Cost
Vehicle mileage	\$0.80/mile
Vehicle Use.....	\$100.00/day
Project Related Expenses *	Cost + 10%
Outside Services.....	Cost + 10%
Routine Telecommunications, Facsimile, Postage, Computer Use	no charge
Reproduction.	5% of labor cost

* excludes subcontractor markup (0%)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: CLERK OF THE BOARD

By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: July 3, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request Board approve the minutes of the Board of Supervisors Meeting of June 19, 2012.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(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.)</i>
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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</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 Assistant Clerk of the Board.)</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
18-19-20
21-22-23
24

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: July 3, 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: RK/g Date: 6/27/12

DEPARTMENT HEAD SIGNATURE:

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

RKelley/g

Date: 6/27/12