

# 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 17, 2012**

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

### **PLEDGE OF ALLEGIANCE**

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

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
3. **INTRODUCTION** – Ms. Susan Felkel, Administrative Secretary in Public Works, will be introduced to the Board.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

### **COUNTY ADMINISTRATOR**

4. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
5. **Bishop Rural Fire Protection District** – Request Board reappoint Mr. Robert Winzenread to the Bishop Rural Fire Protection District Board to complete an unexpired four year term ending July 1, 2016. (Notice of Vacancy resulted in one request for appointment being received from Mr. Winzenread.)
6. **Purchasing** – Request Board A) declare certain property recommended by Staff as surplus; B) authorize the transfer of surplus property to other public entities and non-profit organizations (4/5's vote required); and C) approve the public auction of County surplus equipment not claimed by those entities/organizations on July 26, 2012, at the Building and Maintenance yard located at 136 South Jackson Street, in Independence (4/5's vote required).

### **AGRICULTURAL COMMISSIONER**

7. Request Board declare Adapco a sole source provider of mosquito abatement chemicals and authorize a blanket purchase order to Adapco for the purchase of mosquito abatement chemicals in the amount of \$75,000 for FY 2012-13, contingent upon the Board's adoption of a FY 2012-13 budget.

8. Request Board declare Making Valley Cycle & Motorsports, Inc., a sole source provider of equipment maintenance parts and authorize blanket purchase orders to Making Valley Cycle & Motorsports, Inc., for the purchase of parts for equipment maintenance for the Eastern Sierra Weed Management equipment in the amount of \$6,000, and the Owens Valley Mosquito Abatement Program equipment in the amount of \$9,000, contingent upon the Board's adoption of a FY 2012-13 budget.

**CLERK RECORDER**

9. **Elections** – Request authorization to pay AtPac \$10,080 for the annual CRiis™ Software License Maintenance and Support Fee, contingent upon the Board's adoption of a FY 2012-13 budget.

**PROBATION**

10. Request Board ratify and approve the Contract between the County of Inyo and the Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2012 through June 30, 2012, in an amount not to exceed \$21,226.80, contingent upon the Board's adoption of a FY 2012-13 budget and receipt from the California State Controller's office of VLF funds; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
11. Request Board ratify and approve the Contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2012 through June 30, 2012, in an amount not to exceed \$31,840.20, contingent upon the Board's adoption of a FY 2012-13 budget and receipt from the California State Controller's office of VLF funds; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

**PUBLIC WORKS**

12. Request approval of a resolution accepting the improvements and authorizing the recording of a Notice of Completion for the ESTA Parking Lot Security Lighting & Fencing Project.
13. Request approval of a resolution accepting improvements and authorizing the recording of a Notice of Completion for the Water Department Building Window Replacement Project.
14. Request approval of the Contract between the County of Inyo and C&S Engineers, Inc., for airport engineering services for the period of July 17, 2012 through December 30, 2014, in an amount not to exceed \$97,200 contingent upon the Board's adoption of future budgets and the Federal Aviation Administration's approval of Independent Fee Estimates; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.
15. Request approval of the Contract between the county of Inyo and Wadell Engineering Corporation, for airport engineering services for the period of July 17, 2012 through December 30, 2014, in an amount not to exceed \$99,806, contingent upon the Board's adoption of future budgets and the Federal Aviation Administration's approval of Independent Fee Estimates; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.
16. Request approval of the Contract between the County of Inyo and McMurtrie-Tanksley, Inc., for sanitary sewer maintenance services in County Service Area #2/Aspendell for the period of July 17, 2012 through July 16, 2015, in an amount not to exceed \$30,000 (\$10,000 per year), contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

17. **PROBATION** – Request approval of a proclamation declaring the week of July 15 through 21, 2012 as Probation, Parole, and Community Supervision Week in Inyo County.

18. **WATER DEPARTMENT** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested positions exists, as certified by the Water Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Seasonal Field Assistant, 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 C) approve the hiring of eight Seasonal Field Assistant Is at Range 050PT (\$13.90 - \$16.87 per hour) for the period of October 1, 2012 through April 15, 2013, contingent upon the Board's adoption of a FY 2012-13 budget.
19. **WATER DEPARTMENT** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists, as certified by the Water Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Scientist, the vacancy 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 C) upon the vacancy occurring approve the hiring of one Scientist at Range 80 (\$5,238 - \$6,371).
20. **PLANNING** – Request review of information from staff on the U.S. Fish & Wildlife Service's 90-day finding of a petition to delist the Inyo California Towhee and authorize the Chairperson to sign correspondence on the proposed delisting.
21. **PLANNING** – Request Board approve the correspondence regarding the Environmental Impact Statement for the Saline Valley Warm Springs Management Plan and the Memorandum of Understanding Amongst the National Park Service, Death Valley National Park, the Bureau of Land Management, Timbisha Shoshone Tribe and Inyo County Regarding the NEPA Process for the Saline Valley Management Plan/EIS; and authorize the Chairperson to sign both documents.
22. **COUNTY ADMINISTRATOR – Advertising County Resources** - Request Board authorize final payments for completed Community Project Sponsorship Grant Projects as follows: to the Bishop Museum and Historical Society - \$743.41 for the LOCOMotive Geocache Event, to the Inyo Council for the Arts - \$2,000 for the Arts Inyo Frame Project, and \$200 for the 2012 Student Art Show, to the Bishop Area Chamber of Commerce - \$,500 for the 2012 California High School State Finals Rodeo, \$750 for the 2012 "FAM(Familiarization) Tours", and \$3,750 for the Backyard History Video Project.
23. **COUNTY ADMINISTRATOR – Advertising County Resources** – Request Board review and approve the six Community Project Sponsorship Program Grant awards for the 2012-013 Fall Grant Cycle recommended by the Grant Review Panel and in the amount recommended by the Panel for a total amount of \$20,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the County Administrator to sign the contracts with the various groups, contingent upon the appropriate signatures being obtained.
24. **COUNTY COUNSEL** – Request approval of the Agreement between the County of Inyo and Great Basin Unified Air Pollution Control District for the County Counsel's Office to provide certain legal services to the District during the period of July 1, 2012 through June 30, 2013, for the amount of \$12,500, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.
25. **CLERK OF THE BOARD** – Request approval of the minutes of the June 26, 2012 Board of Supervisors Meeting.

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

- 10:00 a.m. 26. **WESTERN COUNTIES ALLIANCE** - Mr. Ken Brown of the Western Counties Alliance will discuss with the Board issues affecting counties in the Western United States, including the Forest Planning Rule and ways in which the County and the Alliance can work together to address these issues.
- 11:30 a.m. 27. **WATER DEPARTMENT** – Request discussion and direction to staff concerning a scope of work for Phase II of the LORP Recreational Use Plan.

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

## **CORRESPONDENCE - ACTION**

28. **SOUTHERN INYO HEALTHCARE DISTRICT** – Request Board consolidate the District's General Election with the Statewide General Election to be held on November 6, 2012.

## **BOARD MEMBERS AND STAFF REPORTS**

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

29. **PUBLIC COMMENT**

## **CLOSED SESSION**

30. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** – *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for Environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 12-53821.*
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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**

37. **TREASURER-TAX/COLLECTOR** – Treasury Status Report for the Quarter Ending June 30, 2012.
38. **SOUTHERN INYO AIRPORT ADVISORY COMMITTEE** – Agenda for the July 25, 2012 meeting.
39. **ASSEMBLYWOMAN CONNIE CONWAY** – Letter recapping the 2012-13 State Budget Process.



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

**FOR THE BOARD MEETING OF** July 17, 2012

**SUBJECT:** Continuation of declaration of local emergency

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

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



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

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

5

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

**FROM: County Administrator**  
**By:** Patricia Gunsolley, Assistant Clerk of the Board

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

**SUBJECT:** Bishop Rural Fire Protection District Appointment

**DEPARTMENTAL RECOMMENDATION:** - Request Board reappoint Mr. Robert Winzenread to the Bishop Rural Fire Protection District Board, to complete an unexpired four year term ending July 1, 2016. (*Notice of Vacancy resulted in one request for appointment being received from Mr. Winzenread.*)

**SUMMARY DISCUSSION:** Your Board is the appointing authority for the Bishop Rural Fire Protection District. The District notified this office of a scheduled vacancy. The appropriate notice of vacancy was published per your Board's policy. Request for appointment was received from Mr. Robert Winzenread, who is seeking reappointment. It is recommended that your Board reappoint Mr. Winzenread to the Bishop Rural Fire Protection District Board to complete an unexpired four-year term ending July 1, 2016.

**ALTERNATIVES:** - Your Board could choose to not make the appointment. This alternative is not recommended in that your Board has a qualified candidate to fill the position and further recruitment efforts are expensive and may not result in any additional qualified applicants seeking appointment.

**OTHER AGENCY INVOLVEMENT:** - N/A

**FINANCING:** - There is no fiscal impact associated with making this appointment.

**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) \_\_\_\_\_ Date: \_\_\_\_\_  
(The Original plus 20 copies of this document are required)

Bishop, California  
July 7, 2012

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

RECEIVED  
2012 JUL 11 AM 8:16  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF SUPERVISORS

Request for Appointment

Honorable Board of Supervisors:

I respectfully request reappointment to the Bishop Rural Fire Production District Board. My current term expired July 1, 2012.

I have been a Commissioner on this Board for in excess of eight years, and several years prior I was a Commissioner for the Independence Fire Department. Prior to my retirement from the Los Angeles Department of Water and Power, I was Manager of Administrative Services, and among other duties was responsible for budgeting and personnel.

I believe my experience with the Department and as a commissioner assists me in being an asset to our Board. I am currently the Board Chairman. While my involvement in no way approaches the commitment and dedication of the volunteers, I feel I am doing my small part. If you need further information, please call me at (760) 873-3118 (please note address change below).

Sincerely,

*Robert Winzenread*  
Robert Winzenread

457-11-11



**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:** Administration - Purchasing  
 By Emma Bills, Purchasing Specialist

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** Sale of Surplus Equipment

**DEPARTMENTAL RECOMMENDATION:** Request that you're Board: (1) declare certain property surplus; and (2) authorize transfer thereof to other public entities and non-profit organizations (4/5ths vote required), and (3) approve the public auction of County surplus equipment not claimed by those entities/organizations on July 26, 2012. Since the auction is not planned to occur at the courthouse door, your Board by 4/5ths vote must authorize the auction to take place elsewhere, i.e., the Building and Maintenance yard located at 136 South Jackson Street, Independence.

**SUMMARY DISCUSSION:**

The County adopted the "Fixed Asset Policy" which allows for the sale by public auction of County equipment to the public every six months. The County currently has miscellaneous surplus items in storage: i.e., desks, chairs, printers, shelves, typewriters, computer equipment (all hard drives have been swiped clean or in most cases removed). On July 25, 2012, we will offer this surplus equipment to County Departments. On June 26, 2012, we will offer the surplus items that remain to other public agency per Government Code Section 25365 and to non-profit corporations per Government Code Section 25372 from 11:00 A.M. to 12:00 noon. We are also requesting approval to sell the remaining surplus equipment to the public on July 26, 2012 from 1:00 P.M. to 2:30 P.M. Per County Code Section 6.28.040, all items in surplus and slated for sale, are valued at less than \$5,000 and not subject to the requirements of County Code Section 6.28.040.

**ALTERNATIVES:**

Your Board could elect to forego the surplus sale of County property and continue to store the items. This is not recommended, as the current storage space for surplus items is full.

**OTHER AGENCY INVOLVEMENT:**

The Maintenance Department will assist in the sale.

**FINANCING:**

None

**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.)  N/A  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>g</u> Date <u>7/10/12</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.)  N/A  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: 07-10-2012



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

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

7

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

**FROM:** George L. Milovich, Agricultural Commissioner

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** (A) Declare Adapco a Sole-Source Provider of Chemicals for FY 2012/2013; and; (B) Approve one Blanket Purchase Order for Fiscal Year 2012/2013.

**DEPARTMENTAL RECOMMENDATION:**

That your Board approve: A) Making Adapco a sole-source provider. B) Approve (1) blanket purchase order to Adapco in the amount of \$75,000 for Owens Valley Mosquito Abatement Program, Budget Unit 154101, Expenditure Code 5311, for the purchase of chemicals for the purpose of mosquito abatement to be effective in Fiscal Year 2012/2013, contingent upon Board approval of the 2012/2013 Board approved budget.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Adapco is the only company that can distribute all of the different type of formulations that Owens Valley Mosquito Abatement Program utilizes throughout the entire mosquito abatement season. A blanket purchase order with Adapco will enable Owens Valley Mosquito Abatement Program to perform various types of applications that require the use of different chemicals. Past experience demonstrated Adapco is expert at expediting the receiving of the various chemicals in a timely manner. The selection of Adapco will enable the chemicals to be purchased through the transition into the 2012/2013 fiscal year, which is during the mid-mosquito season.

**ALTERNATIVES:**

Not approve this request, however that is not recommended, as storage space for these products is limited, we do not have a climate controlled environment to store them in, and could possibly put public health at risk, therefore, purchasing of these chemicals is of utmost importance.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Resources expended for mosquito abatement costs are derived from current contracts and assessments. There will be no fiscal impact to the Inyo County general fund since Owens Valley Mosquito Abatement Program is a non-general fund program. There are sufficient funds in Budget unit 154101, Expense Object Code 5311, to cover this expense.

**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>[Signature]</u> Date <u>6-29-12</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>[Signature]</u> Date <u>7/2/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
8

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

**FROM:** George L. Milovich, Agricultural Commissioner

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** A) Declare Valley Cycle & Motorsports Inc. a Sole-Source Provider of Parts for FY 2012/2013; and B) Approve two Blanket Purchase Order's for FY 2012/2013.

**DEPARTMENTAL RECOMMENDATION:**

That your Board approve: A) Making Valley Cycle & Motorsports Inc. a sole-source provider. B) Approve two blanket purchase order's to Valley Cycle & Motorsports Inc. one in the amount of \$6,000 for Eastern Sierra Weed Management Area, Budget Unit 621300, Expense Object Code 5173, and one for \$9,000 for Owens Valley Mosquito Abatement Program, Budget Unit 154101, Expense Object Code 5173, for the purchase of parts for maintenance of equipment to be effective in Fiscal Year 2012/2013, contingent upon Board approval of the 2012/2013 Board approved budget.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Declaring Valley Cycle & Motorsports Inc. as sole source will allow Eastern Sierra Weed Management Area and Owens Valley Mosquito Abatement Program, both divisions's of the Inyo/Mono Counties Agricultural Commissioner's Office, to expedite equipment repair during the season due to Valley Cycle & Motorsports Inc. reliability, competitive pricing, availability of items and immediate shipping.

Both blanket purchase orders will better facilitate equipment maintenance needs related to work conducted by both departments, and will expedite equipment repair during the weed treatment season and the mosquito abatement treatment season.

**ALTERNATIVES:**

Not approving these request, possibly limiting the scope of invasive plant treatment and mosquito abatement treatment, allowing pest infestations to grow out of control, putting public health at risk and preventing the Eastern Sierra Weed Abatement Program and the Owens Valley Mosquito Abatement Program from fulfilling contracts with federal, state and local/other agencies.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Eastern Sierra Weed Management Area, Budget Unit 621300, and Owens Valley Mosquito Abatement Program, Budget Unit 154101, are non-general fund departments. Funds for the programs are provided through various agreements and contracts. Adequate funds in Expense Object Code 5173, have been allocated in the department's requested fiscal year 2012/2013 budgets for this request.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>6-29-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date <u>7/2/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) \_\_\_\_\_ Date: \_\_\_\_\_



**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 for             Closed Session                       Informational

**FROM: Kammi Foote**, Clerk-Recorder and Registrar of Voters

**FOR THE BOARD MEETING OF:**

**SUBJECT: Approval to extend the contract Software License Maintenance and Support Fee**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve payment to AtPac in an amount of \$10,080.00 from Recorder's for the annual CRiis™ Software License Maintenance and Support Fee contingent upon the adoption of the 2012-2013 budget

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

AtPac is the sole source provider of the Recorder's Cashiering and Imaging System (CRiis™). The payment of this annual CRiis™ license fee is a requirement of continuing with the Recorder's Cashiering and Imaging System. CRiis™ is the cashiering system for the offices of the County Clerk, Recorder and Registrar of Voters. CRiis™ is also the system that facilitates recording document into the permanent record, issuance of Marriage Licenses and issuance of certified copies of Vital Records.

**ALTERNATIVES:**

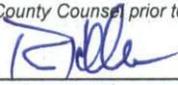
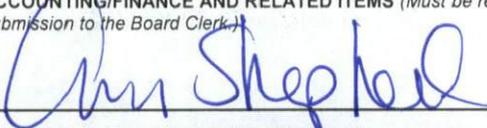
The Board can deny the ratification of this payment, which would result in the discontinuation of the Recorder's Cashiering and Imaging System (CRiis™) and the inability to issue Marriage Licenses or to record documents into the permanent records as required by State law.

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

Sufficient funds to cover this annual payment are contained in the FY 2012-2013 budget (023401-5311).

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  <b>YES</b> Approved: <u>7-3-12</u> Date:
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  <b>YES</b> Approved: <u>7-10-12</u> Date:
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: _____ Date:

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:



13300 New Airport Rd, STE 101  
 Auburn, California 95602  
 Phone (530) 887-2249  
 Fax (530) 887-2259

# Invoice

Date	Invoice #
5/1/2012	2012477

**Bill To:**

Inyo County Clerk/Recorder  
 Ms. Kammi Foote  
 P.O. Box F  
 Independence, CA 93526

Products - Services	Fee Descriptions	Amount(s)
REFERENCE CRIis PROGRAM LICENSE AGREEMENT		
CRIis Software License Maintenance and Support Fee		10,080.00
Annual License		
July 01, 2012 to June 30, 2013		
Sales Tax		0.00
Thank you for your business.		
<b>Total</b> →		\$10,080.00



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

For Clerk's Use Only:  
AGENDA NUMBER  
10

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

**FROM:** Jeffrey L. Thomson, Chief Probation Officer

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** Inyo County Superintendent of Schools Contract FY 2012-13 for an Extended Day Program

**DEPARTMENTAL RECOMMENDATION:**

Request Board to ratify, approve and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2012 to June 30, 2013 in an amount not to exceed \$21,226.80, contingent upon obtaining the appropriate signatures and the adoption of FY2012/2013 Budget. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Corrections Standards Authority (CSA) has approved Inyo County's FY2012-13 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2012-13 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to CSA.

**ALTERNATIVES:**

The money could be returned to the Corrections Standards Authority. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Superintendent of Schools.

**FINANCING:**

The Revenue and Expenditure is budgeted in the Probation Department Budget Unit 023000, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/26/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/3/12</u>
PERSONNEL DIRECTOR: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 7/5/12

Attachment: Contract No. 116

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Inyo County Superintendent of Schools**  
**FOR THE PROVISION OF Extended Day Program SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Sup. of Schools of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jeffrey L. Thomson, whose title is: Chief Probation Officer. 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 \$21,226.80 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional

licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

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

#### **7. COUNTY PROPERTY.**

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

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

#### **8. WORKERS' COMPENSATION.**

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

#### **9. INSURANCE.**

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

## **10. STATUS OF CONTRACTOR.**

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

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

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

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

## **11. DEFENSE AND INDEMNIFICATION.**

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

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

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

## **12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

County of Inyo	
Probation	Department
<u>P. O. Box T</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
Inyo County Superintendent of Schools	Name
<u>P. O. Drawer G</u>	Street
<u>Independence, CA 93526</u>	City and State

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Inyo County Superintendent of Schools**  
**FOR THE PROVISION OF Extended Day Program SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Inyo County Superintendent of Schools FOR THE PROVISION OF  
Extended Day Program SERVICES**

**TERM:**

**FROM: 07/01/12 TO: 06/30/13**

**SCOPE OF WORK:**

In order to be in compliance with State mandated reporting requirements, all participants of the Inyo County Superintendent of Schools/Extended Day Program must be tracked as to the date they enter the Program and the date they complete the Program; their grade point average at the end of the first semester and at the end of the second semester. For any participant not completing the Program the report must reflect the reason(s) for non-completion.

The Inyo County Superintendent of Schools/Extended Day Program must submit reports containing the information listed above to the Inyo County Probation Department within thirty (30) days after the end of each semester.

**Aide Services—Extending the School Day**

The Juvenile Justice Grant allows the school to extend its day from four hours to a seven hour program. The grant helps to fund Lorrie Mitchell. Mrs. Mitchell works as a full time teachers' aide. In the mornings, Mrs. Mitchell works with the high school math classes, assisting with the California High School Exit Exam (CAHSEE) and the General Education Diploma (GED) prep students. Most of the students at the Jill Kinmont Boothe School (JKBS) are in need of passing the CAHSEE and some of the older students, fresh out of Keith Bright School, are in need of GED prep. By assisting in these areas, she is helping to open up more opportunities for success for these students. As our middle school class has grown this past school year, Mrs. Mitchell has become the afternoon aide for the younger students. She also helps prepare lunch and assists with supervising students during their lunch and break times.

**School Uniforms—Focusing on Academics**

The students at JKBS are required to wear uniforms to school which are funded by the Juvenile Justice grant. The school provides the students with 2 polo shirts and 1 sweatshirt. The students are expected to wear the uniform every day, failure to do so can result in disciplinary action. The theory behind the uniforms is that it will help foster professional dress and grooming practices as well as pride in their appearance. While the students are opposed to the uniforms, as expected, our hope is this will serve as motivation to return to their regular comprehensive high school where an open dress policy exists.

**ATTACHMENT A**  
**SCOPE OF WORK (Continued):**

**Closed Campus—Continuing Our Focus on Academics**

JKBS is a closed campus. During previous school years there had been a problem with students using drugs/alcohol/tobacco during the school day. In order to eliminate this issue, students are not allowed to leave the grounds during the school day. Students are given a short 20 minute break to eat their lunch which provides an additional 25 minutes per day of instruction (85 hours over the course of the year). Students are encouraged to bring their own lunch. For those who don't, JKBS provides a sandwich and fruit which is funded by the Juvenile Justice grant.

**Dial-a-Ride—Insuring School Attendance**

Because JKBS does not have a traditional school bus, Inyo County Superintendent of Schools contracts with Eastern Sierra Transit to provide student transportation. Students who present their student identification card can ride to school and home each day from scheduled stops and at scheduled times. This is the only way many of our students are able to get to and from school. This service improves student attendance and is funded by the Juvenile Justice grant.

**Drug Dogs—Insuring a Drug-free Campus**

Beginning with the 2009/10 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. During a random search, the dogs scented on one student and in an area in the boy's bathroom where drugs had been hidden previously. While these two instances did not result in drugs being found, it served two purposes-- the students were put on notice that they can be effectively searched at any time and it educated the staff where paraphernalia had been hidden.

**Greenhouse—Teaching Business Skills to At-Risk Youth**

JKBS is fortunate to have a large greenhouse on campus. Students earn some of their science credits by participating in the greenhouse project. Twice a year the school holds a plant sale and invites the community. Students are responsible for cultivating the plants for sale. This project helps to promote a more positive image within the community and provides students practical business skills from marketing to creating a budget. The Juvenile Justice grant provided start-up funds to stock the greenhouse as future plant sales continue to provide on-going funds.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Inyo County Superintendent of Schools FOR THE PROVISION OF  
Extended Day Program SERVICES**

**TERM:**

**FROM: 07/01/12 TO: 06/30/13**

**SCHEDULE OF FEES:**

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-six and 80/100 Dollars (\$21,226.80), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-six and 80/100 Dollars (\$21,226.80) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Inyo County Superintendent of Schools  
FOR THE PROVISION OF Extended Day Program 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 Inyo County Superintendent of Schools  
FOR THE PROVISION OF Extended Day Program SERVICES**

**TERM:**

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

**SEE ATTACHED INSURANCE PROVISIONS**



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

For Clerk's Use Only: AGENDA NUMBER  11
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Jeffrey L. Thomson, Chief Probation Officer

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** Healthy Communities of Southern Inyo County Contract FY 2012-13 for Delinquency Prevention Program

**DEPARTMENTAL RECOMMENDATION:**

Request Board to ratify, approve and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2012 to June 30, 2013 in an amount not to exceed \$31,840.20, contingent upon obtaining the appropriate signatures and the adoption of FY2012/2013 Budget. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Corrections Standards Authority (CSA) has approved Inyo County's FY2012-13 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2012-13 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to CSA.

**ALTERNATIVES:**

The money could be returned to the Corrections Standards Authority. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Healthy Communities of Southern Inyo County.

**FINANCING:**

The Revenue and Expenditure is budgeted in the Probation Department Budget Unit 023000, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

**APPROVALS**

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/26/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/3/2012</u>
PERSONNEL DIRECTOR: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 7/5/12

Attachment: Contract No. 116

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Healthy Communities of Southern Inyo County  
**FOR THE PROVISION OF** Delinquency Prevention **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency Prevention services of Healthy Communities of So. Inyo of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jeffrey L. Thomson, whose title is: Chief Probation Officer. 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 \$31,840.20 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	
Probation	Department
<hr/>	<hr/>
P. O. Box T	Street
<hr/>	<hr/>
Independence, CA 93526	City and State

Contractor:	
Healthy Communities of Southern Inyo County	Name
<hr/>	<hr/>
P. O. Box 627	Street
<hr/>	<hr/>
Lone Pine, CA 93545-0627	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 Healthy Communities of Southern Inyo County**  
**FOR THE PROVISION OF Delinquency Prevention SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Healthy Communities of Southern Inyo County FOR THE PROVISION OF  
Delinquency Prevention SERVICES**

**TERM:**

**FROM: 07/01/12 TO: 06/30/13**

**SCOPE OF WORK:**

Contractor is to maintain the Healthy Communities Program Coordinator position to increase the number of youth who are served by the Program. The Program Coordinator shall function in full-time capacity for twelve (12) months of the contract period.

Healthy Communities Program Coordinator must;

- Function as a full-time (40 hours/week) position.

The Healthy Communities Program Coordinator may also;

Create and schedule Healthy Communities events, supervise program assistants and volunteers in carrying out Healthy Communities events, run events in the absence of program assistants or volunteers; work with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; work to increase the number of youths served by Healthy Communities; establish partnerships with other organizations having the same goals and work with them to better serve the community; maintain Healthy Communities program budget and coordinate program fund raising through donations, grants and other revenue generating activities; act as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinate publicity for events; report to the Healthy Communities Board on all aspects of Healthy Communities programs; run monthly Healthy Communities meetings and keeps meeting minutes.

In order to be in compliance with State mandated reporting requirements, this coordinator must report the Participant's name, age, gender and the event attended by the Participant to the Inyo County Probation Department on a quarterly basis.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Healthy Communities of Southern Inyo County FOR THE PROVISION OF  
Delinquency Prevention SERVICES**

**TERM:**

**FROM: 07/01/12 TO: 06/30/13**

**SCHEDULE OF FEES:**

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Thirty-one Thousand Eight Hundred Forty and 20/100 Dollars (\$31,840.20), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of youth served by the program and the number of months during the contract period that the program coordinator functioned as a full-time position. The program coordinator shall have full-time duties for twelve (12) months of the contract period for the Contractor to qualify for the full fee of the estimated Thirty-one Thousand Eight Hundred Forty and 20/100 Dollars (\$31,840.20). If the program coordinator does not serve in full-time capacity for twelve (12) months during the contract period, the Contractor shall reimburse the County in proportion to the portion of the twelve (12) month period during which the position was not a full-time position.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Healthy Communities of Southern Inyo County  
FOR THE PROVISION OF Delinquency Prevention 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 Healthy Communities of Southern Inyo County  
FOR THE PROVISION OF Delinquency Prevention SERVICES**

**TERM:**

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

**SEE ATTACHED INSURANCE PROVISIONS**



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

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

For Clerk's Use  
Only:

AGENDA NUMBER

12

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 17, 2012

SUBJECT: Resolution and Notice of Completion for the ESTA Parking Lot Security Lighting & Fencing Project.

**DEPARTMENTAL RECOMMENDATIONS:** The Public Works Department requests that the Board approve the Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the ESTA Parking Lot Security Lighting & Fencing Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Kendell Engineering, of Bishop, Ca, recently completed construction on the ESTA Parking Lot Security Lighting & Fencing Project. The primary objectives of the ESTA Parking Lot Security Lighting & Fencing Project were to provide security lighting and fencing for the proposed parking lot. This project consists of installing four (4), County of Inyo supplied, pole assemblies (poles and luminaire arms) and Contractor provided luminaries onto four (4) new Caltrans cast-in-drilled-hole reinforced concrete footings (constructed as part of this project). Constructing a new 100 amp service entrance panel (meter pedestal) and, all associated lighting system electrical conduits, pull boxes, conductors, Southern California Edison (SCE) power service drop conduit and the installation of 800 linear feet of six (6') foot high chain link fencing with a three strand barbed wire topper, one four foot (4') man gate and two twenty foot (20') wide chain link roll gates. Clearing and grubbing and grading to sub-grade. The final cost of the ESTA Parking Lot Security Lighting & Fencing Project is \$64,507.30.

On June 5, 2012, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the time period during which Stop Notices may be placed against the work. In the event that there are no Stop Notices filed, the retention must be returned to the contractor within 35 days of the filing of the Notice of Completion.

**ALTERNATIVES:** The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the time period during which Stop Notices can be filed and will delay the release of retention to the Contractor.

**OTHER AGENCY INVOLVEMENT:** County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld.

**FINANCING:** Transit Security Grant Program & PTMISEA Funds *Budget 504610*

**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>7/6/12</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>yes</u>	Date <u>7/6/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 	Approved: _____	Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Date: 7-10-12

**RESOLUTION # 2012 -**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR ESTA PARKING LOT SECURITY LIGHTING & FENCING PROJECT**

**WHEREAS**, Doug Wilson, Acting Director of Public Works for the County of Inyo, has determined that the ESTA Parking Lot Security Lighting & Fencing Project has been completed by Kendall Engineering in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Acting Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the ESTA Parking Lot Security Lighting & Fencing Project.

Passed, approved and adopted this 17th day of July, 2012 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ATTEST:**

Kevin Carunchio, Clerk

by \_\_\_\_\_  
Assistant Clerk to the Board

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO: Doug Wilson, Acting Public Works Director**

County of Inyo  
c/o Director of Public Works  
Public Works Department  
168 No. Edwards Street  
PO Drawer Q  
Independence, CA 93526

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the ESTA Parking Lot Security Lighting & Fencing Project on the property hereinafter described was completed on June 5, 2012 and was accepted by the Inyo County Board of Supervisors on July 17, 2012.
2. The property on which the ESTA Parking Lot Security Lighting & Fencing Project has been completed is located at the Bishop Airport.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, is the owner of the interest or estate in the property and maintains the Bishop Airport.
4. The undersigned Doug Wilson is the Acting Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted July 17, 2012, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the ESTA Parking Lot Security Lighting & Fencing Project pursuant to contract with the owner is Kendall Engineering.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: \_\_\_\_\_  
Doug Wilson, Acting Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Doug Wilson, hereby declare: That I am the Acting Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the ESTA Parking Lot Security Lighting & Fencing Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated:

\_\_\_\_\_  
Doug Wilson



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

For Clerk's Use  
Only:

AGENDA NUMBER

13

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

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** Resolution and Notice of Completion for the Water Department Building Window Replacement Project.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Recommend the Board approve the resolution accepting the improvements for the Water Department Building Window Replacement Project; and,
2. Authorize the recording of a Notice of Completion for the Water Department Building Window Replacement Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Country Glass of Bishop, California recently completed construction of the Water Department Building Window Replacement Project. This project consisted of the removal and replacement of thirty-one (31) windows at the existing Water Department Building, located at 135 South Jackson Street, Independence, CA.

The originally approved construction contract amount for the Water Department Building Window Replacement Project was \$11,680. The total final cost for constructing the project, including all change orders, engineering inspection and oversight, was \$11,680.

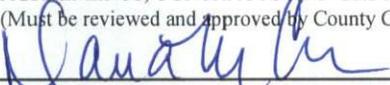
On July 2, 2012 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the director is requesting that the Board adopt the attached resolution, which accepts the completed improvements and authorizes the Public Works Director to record a notice of completion for the project, which formally accepts the work.

The notice of completion limits the time periods for claims and establishes the date the contractor is paid the remaining funds due under the contract (the retention).

**ALTERNATIVES:** The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the notice of completion could not be filed. Choosing not to approve the resolution is not recommended because it will extend the time period during which stop notices can be submitted and will delay the release of retention to the Contractor.

**OTHER AGENCY INVOLVEMENT:** County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

**FINANCING:** The funds for this project will be provided through the Water Department Budget 024102, Object Code 5460, Structures and Improvements.

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>7/12/12</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>yes</u> Date <u>7/12/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 7-12-12

Independence, CA 93526

**RECORDING REQUESTED BY  
AND TO BE RETURNED TO:**

County of Inyo  
c/o Interim Director of Public Works  
Public Works Department  
168 No. Edwards Street  
PO Drawer Q  
Independence, CA 93526

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Water Department Building Window Replacement Project on the property hereinafter described was completed on July 2, 2012 and was accepted by the Inyo County Board of Supervisors on \_\_\_\_\_, 2012.
2. The property on which the Water Department Building Window Replacement Project has been completed is located at 135 South Jackson Street, Independence, CA 93526.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns the real property upon which the Water Department Building Window Replacement Project occupies, located at 135 South Jackson Street, Independence, California 93526.
4. The undersigned Doug Wilson is the Interim Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted \_\_\_\_\_, 2012 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Water Department Building Window Replacement Project pursuant to contract with the owner is Country Glass Bishop.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

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

By: \_\_\_\_\_  
Doug Wilson, Interim Director of Public Works



**RESOLUTION # 2012 -**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE WATER DEPARTMENT BUILDING WINDOW REPLACEMENT  
PROJECT**

**WHEREAS**, Doug Wilson, Interim Director of Public Works for the County of Inyo, has determined that the Water Department Building Window Replacement Project has been completed by Country Glass Bishop in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Water Department Building Window Replacement Project.

Passed, approved and adopted this \_\_\_\_\_<sup>th</sup> day of July, 2012 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ATTEST:**

Kevin Carunchio, Clerk

by \_\_\_\_\_  
Assistant Clerk to the Board

**RECORDING REQUESTED BY  
AND TO BE RETURNED TO:**  
County of Inyo  
c/o Interim Director of Public Works  
Public Works Department  
168 No. Edwards Street  
PO Drawer Q



## AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

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

For Clerk's Use  
Only:

AGENDA NUMBER

14

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 17, 2012

SUBJECT: Approve the contract for airport engineering services with C&S Engineers, Inc. of Sacramento, California.

### DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 156 between the County of Inyo and C&S Engineers, Inc. (C&S) for airport engineering services in an amount not to exceed \$97,200.00 for the period from July 17, 2012 through December 30, 2014;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures; upon adoption of the fiscal year 2012/2013 and future budgets; and upon the Federal Aviation Administration's (FAA's) approval of an Independent Fee Estimate (IFE).

### CAO RECOMMENDATION:

**SUMMARY DISCUSSION:** The Public Works Department recently solicited for interested consultants to provide engineering services for the Lone Pine Airport Terminal Building Replacement Project, which is funded by the FAA's Airport Capital Improvement Program (ACIP). Four specialty consultants who provide engineering services exclusively for airport projects were interviewed by telephone, and their qualifications were rated by four of the Public Works Department engineering and airport staff. This FAA-approved expedited method of consultant selection for consultant contracts for a fee less than \$100,000 does not require the respondents to prepare a formal, written Statement of Qualifications. This expedited selection method was used because it will allow the county to enter into a contract and complete engineering before the FAA grant funds for the project expire. The consultants were Mead & Hunt, Inc. of Santa Rosa, California; Atkins Global of Reno, Nevada; Wadell Engineering Corporation of Burlingame, California; and C&S. C&S was selected as the most qualified consultant to provide engineering services for this project.

C&S services will include engineering, plans, specifications, and construction estimate preparation for a new modular terminal building, including the development of a demolition plan for the existing building and preparation of site development, drainage, utility, and parking lot layout plans. The new terminal building will have approximately the same square footage as the existing building (1,000 square feet), and will have a pilot's lounge, Americans with Disabilities Act compliant restroom, kitchenette, and an office for the fixed-base operator. C&S will perform a geotechnical investigation for design of the building foundations; and conduct asbestos-containing material and lead-based paint surveys to determine whether any special construction methods will be required during building demolition. C&S will also perform soil vapor sampling to assess the potential for hydrocarbon vapor intrusion into the new building. Hydrocarbon vapor intrusion is a concern because a leaking underground storage tank was removed from the airport in 1992. The results of sampling after the tank was removed indicated the presence of chemically-affected soil and groundwater. C&S will also participate in meetings, and provide assistance during bidding.

Federal Aviation Administration procedures require that an IFE be prepared to ensure that the consultant's prices are reasonable and justifiable. The FAA must approve the IFE before the county can finalize a consultant contract.

**ALTERNATIVES:** The Board could choose not to approve the contract for airport engineering. This is not recommended because the grant funding for engineering expires at the end of this federal fiscal year (September 30, 2012).

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the contractor after the contract is awarded;  
County counsel to review and approve the contract;

**FINANCING:** The project is funded by the FAA's ACIP, which will reimburse the county for 90 percent of the consultant engineering cost of the project (\$87,480.00). The cost of engineering will be paid through budget unit 150502, Lone Pine Airport Improvement Projects, object code 5265, Professional and Special Services and is included in the Preliminary Budget. The county will pay the 10 percent match (\$9,720.00) through budget unit 011500, Public Works, object code 5850, In-Kind Contributions.

**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>7/12/12</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>yes</u> Date: <u>7/12/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  Date: 7-12-12

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** C&S Engineers, Inc.  
**FOR THE PROVISION OF** Airport Engineering **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Airport Engineering services of C&S Engineers, Inc. of \_\_\_\_\_ (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 the Public Works Department Senior Civil Engineer, Lynn Flanigan. 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 and, as applicable, as set forth, in Attachment F, attached hereto and incorporated herein.

**2. TERM.**

The term of this Agreement shall be from July 17, 2012 to December 30, 2014 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. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the \_\_\_\_\_ does not apply to this contract. 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 \$97,200.00 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) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant 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 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.
- (4) 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 sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

**8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

**9. STATUS OF CONSULTANT.**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, 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 out of, resulting from, or in connection with, the performance of this Agreement by Consultant, or Consultant's agents, officers, or employees, or the failure of Consultant, or Consultant's agents, officers, or employees to comply with any of its obligations contained in this Agreement, and that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees or agents in the performance of services under this contract. 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, suppliers, 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. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County.

**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. Further, Consultant 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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-three (23) (Amendment).

**22. ATTORNEY'S FEES.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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:

<b>County of Inyo:</b>	
Public Works Dept., attn: Lynn Flanigan	Department
168 N. Edwards St., P.O. Drawer Q	Address
Independence, CA 93526 760-878-0347	City and State

<b>Consultant:</b>	
C&S Companies, attn: Jessica Mullen	Name
8880 Cal Center Drive, Ste. 400	Address
Sacramento, CA 95826 916-364-1470	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** C&S Engineers, Inc.  
**FOR THE PROVISION OF** Airport Engineering **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

Signature

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
**C&S Engineers, Inc.**  
**FOR THE PROVISION OF** Airport Engineering **SERVICES**

**TERM:**

**FROM:** July 17, 2012 **TO:** December 30, 2014

**SCOPE OF WORK:**

C&S Engineering, Inc. shall provide engineering services for the Lone Pine Terminal Building Replacement Project as described in the attached scope of work.

The consultant may be required to modify its work as necessary to meet the project objectives. Modifications to the agreed upon scope of work, or level of effort required to meet the project objectives will be incorporated into the contract by amendment, as described in Section 23, Amendment, of the contract.

**ATTACHMENT B**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
**C&S Engineers, Inc.**  
**FOR THE PROVISION OF**                     Airport Engineering                     **SERVICES**

**TERM:**

**FROM:**                     July 17, 2012                     **TO:**                     December 30, 2014                    

**SCHEDULE OF FEES:**

The consultant shall be compensated at the lump-sum, not-to-exceed, fixed-price of ninety-seven thousand, two hundred dollars and no cents (\$97,200.00) for the services described in Attachment A to the contract, Scope of Work.

Periodic payments shall be made as follows upon completion of each task:

Task A: Geotechnical Report	\$12,000
Task B: Soil Vapor Survey	\$10,700
Task C: Hazardous Building Material Survey	\$ 5,000
Task D: Architectural Services	\$36,000
Task E: Civil Engineering Services	\$23,000
Task F: Bidding Services	\$ 5,500
Task G: Direct Costs	\$ 5,000

**ATTACHMENT C**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
C&S Engineers, Inc.  
**FOR THE PROVISION OF** Airport Engineering **SERVICES**

**TERM:**

**FROM:** July 17, 2012 **TO:** December 30, 2014

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

Travel and per diem payment shall not apply to this contract. The Contractor will be compensated at the lump-sum, not-to-exceed, fixed-price identified in Attachment B to the contract.

**SCHEDULE A**  
**SCOPE OF WORK – REVISED – JULY 2, 2012**

**Project Title:** Replace Terminal Building  
**Airport Name:** Lone Pine Municipal Airport  
**Services Provided:** Architectural and Engineering Design

**Project Description:**

The CONSULTANT shall provide required services to design the Replace Terminal Building project (the "Project"). The Project will be performed and constructed by the COUNTY with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the California Department of Transportation (CALTRANS).

The existing terminal building is approximately 1,000 square-foot wood-framed structure, built during the 1940s. It is anticipated that the existing terminal will be demolished prior to construction of the new terminal building. It is likely that the existing building may have asbestos containing materials and/or lead-based paint. Due to the limited budget for the project, a modular building design approach will be pursued to lower construction costs and reduce the time needed for construction in the field. The selected modular building manufacturer would produce final construction documents based on their pre-approved design with the state's modular building inspection agency. The manufacturer would provide the drawings and calculations related to structural, mechanical, plumbing, and electrical design of the building. Features to be included within the new building include a pilot's lounge, Americans with Disabilities Act (ADA)-compliant restroom, kitchenette, and an office for the fixed-base operator. The new building is anticipated to be approximately the same floor square footage as the existing building, and will be built in approximately the same location.

Services to be provided by the CONSULTANT shall include civil, architectural and geotechnical engineering services, as applicable, required to accomplish the following items ("Basic Services"):

- A. GEOTECHNICAL REPORT** - Perform a geotechnical site investigation of the proposed Terminal Building site. Report to include two borings, a test pit and associated geotechnical testing. Also include is the preparation of a geotechnical report that includes results from the investigation and geotechnical recommendations for the design of the proposed Terminal Building foundation.
- B. SOIL VAPOR SAMPLING.** Soil vapor samples will be collected at 5 and 10 feet below ground surface in up to six locations. The soil-vapor samples will be collected and analyzed for VOCs and TPH as gasoline (using EPA 8260 modified). Three of six probes will be located between the former UST and the terminal building and the other three will be located in the area surrounding the terminal building. A mobile laboratory will be utilized to test the collected samples.
- C. HAZARDOUS BUILDING MATERIAL SURVEY** - A limited hazardous materials survey for asbestos and lead will be performed in adherence with applicable federal, state and local regulations. Most areas of the terminal building will not be destructively entered and assessed. These areas include but are not limited to wall cavities, hard pan ceilings, pipe chases, and multi-layered walls and flooring and roof membrane.

#### **D. ARCHITECTURAL SERVICES**

1. Provide the following designated services for the project:
  - a) A schematic design package that shows the exterior and interior design intent for the building. This package will be used to gain County approval and to solicit preliminary budgeting from potential bidders to ensure the scope can stay within the County's budget.
  - b) Design Development documents are not required due to the limited project scale.
  - c) Bidding Documents will be very simple and consist of a site plan, floor plan, exterior elevation, an interior finish plan, and general notes that define the quality of materials and performance requirements for the exterior envelope, structure, mechanical systems, electrical systems, and plumbing.
  - d) Review of bids to ensure the low bidder has provided the required product quality.
  - e) Once the low bidder has been identified, it is envisioned that the low bidder will produce the final Construction Documents that detail the structural system, the cladding, and the MEP systems. Architect will review these documents for design adherence. Once approved, these documents will be used by the contractor to achieve a building permit.
  - f) Design responsibility for the building systems and the related engineering will be provided by the modular building manufacturer based on their products and assemblies.

#### **E. CIVIL ENGINEERING SERVICES**

1. Provide the following designated services for the project:
  - a) Develop site demolition plan.
  - b) Develop site development plans for the terminal building both horizontal and vertical control plans
  - c) Develop drainage system around the terminal building. A detailed drainage design report will not be prepared.
  - d) Coordinate with local utilities companies for sewer/septic, electric, telephone, cable and gas services.
  - e) Develop private utility routes for sewer/septic, water, gas, telephone, cable and electric services. It is assumed that the terminal building sewer will tie into the existing septic system and that design of a new or upgraded septic system is not included.
  - f) Develop site parking layout for the new Terminal Building.

- g) Prepare written design report documenting items such as design concepts, assumptions, and alternative designs. The contents of the report shall be consistent with Schedule "C". Identify conflicts with or deviations from FAA standards for design items, and request a waiver from the FAA if necessary, utilizing the Western Region Modification of Airport Design Standards form.

#### **F. BIDDING SERVICES**

- a) Assist County in the advertisement of the Project and issuance of bid documents.
- b) Receive and respond as required to questions from potential bidders regarding the Contract Documents.
- c) Schedule and conduct pre-bid conference(s) if requested by County and advise County on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
- d) Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the County's approval.
- e) Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, "Buy American" certificate, subcontractors and suppliers list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and non-segregated facilities certificate. Formal contact of the contractor's references shall be made upon County's request or if the contractor has no past working relationship with Engineer, County, or FAA.
- f) Prepare final bid tabulation, recommendation/rejection of award to the County, and a sample award letter. Request concurrence of award from the FAA.
- g) Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates, and DBE plan; review contractor's submission with County; coordinate County's execution of the contract; and assist in distributing copies of executed contracts to the contractor and FAA.

**G. DIRECT COST** – Lump sum for all services provided, including travel, per diem, printing, mileage, etc.

#### **MATERIAL AND DATA TO BE FURNISHED BY COUNTY**

The following material will be furnished by the County:

- Preliminary Engineering documentation (if available).
- Data for existing utilities as provided to the County by the utility companies. Consultant is entitled to rely on the accuracy and completeness of utility company supplied material. However,

in areas where conflicts may exist or create undo hazards or inconvenience, the Consultant may request the County to provide clarifying data and/or to pothole utilities.

- Assessor parcel information for the project area.
- County Bid History, for assistance in preparing construction cost estimate. Include references if other sources were used.
- Existing topographic maps and survey data in the possession of the County of Los Angeles.
- Sample set of contract documents for a typical project including construction plans, specifications, and bid item list.
- Topographic survey data on disk, in AutoCAD Civil 3D 2010 format utilizing DPW layering, including location of above ground utilities. Additional survey information will be provided as mutually agreed upon when requested by the Consultant.
- County format plan sheets from CADD standards download.
- SWPPP Template for projects disturbing one acre or more.
- Anticipated vehicle traffic for the access road considering future building development.
- Copy of current official approved (signed) Airport Layout Plan (ALP).
- Copy of approved Categorical Exclusion for project.

#### **SERVICES TO BE PERFORMED BY COUNTY**

- Project management and administration. All questions of project definition and scope will be answered in a timely manner when requested by Consultant.
- Plan review and approval. The County intends to review each submittal as noted in the project schedule. Review time taken beyond that scheduled will be added to the project schedule.
- Environmental studies, analysis and clearances.
- Right-of-way and lease activities as required for the project.
- Preparation of the bid package, and advertising and award of construction contract.
- Construction inspection, administration and public relations.
- Preparation and submittal of the "Notice of Intent" as required by the State Water Resources Control Board, if the project disturbs one (1) acre or more.
- Preparation and submittal of "Notice of Termination" as required by the State Water Resources Control Board, if the project disturbs one (1) acre or more.

#### **ITEMS SPECIFICALLY EXCLUDED FROM THIS SCOPE OF WORK**

- Construction Administration and Observation
- Environmental Planning
- Agency Fees and or Permits
- Design of any FAA Facilities and/or required reimbursable agreements.

## SCHEDULE OF DELIVERABLES

<u>Item</u>	<u>Time for Completion*</u>
Kickoff Meeting	1 day
Geotechnical	10 days
Schematic Design	10 days
Review	5 days
Construction/Bidding Documents	20 days
Review	5 days
Bidding Services	35 days
	<i>Total: 86 days</i>

This schedule assumes a July 16, 2012 Notice to Proceed.

\*Time of completion is in business days.

END OF SCHEDULE

**SCHEDULE B**

**FEE SCHEDULE**

<b><u>Task</u></b>	<b><u>Item</u></b>	<b><u>Fee</u></b>
A	Geotechnical Report	\$12,000
B	Soil Vapor Survey	\$10,700
C	Hazardous Building Material Survey	\$5,000
D	Architectural Services	\$36,000
E	Civil Engineering Services	\$23,000
F	Bidding Services	\$5,500
G	Direct Costs	\$5,000

*Grand Total: \$97,200*

## SCHEDULE C

### ENGINEER'S REPORT

The following has been compiled as guidance covering what will be reflected in an Engineer's Report:

#### Chapter I - Introduction

1. **Scope**—A brief explanation of the scope of the proposed development as indicated in the Tentative Allocation, and how it fits in with the present and future development of the airport as shown on the approved Airport Layout Plan. This is not to be construed as another justification of the item(s) which has (have) already been accomplished during the development and processing of the Request for Aid. However, the Request for Aid and Tentative Allocation letter should be included in this section.
2. **Environmental and Safety Consideration**— Fulfillment of environmental consideration and commitments as per the project Environmental Clearance issued by the FAA and AC 150/5370-2, "Operational Safety on Airports During Construction."
3. **Applicable FAR Part 77 Surfaces.** Include sketch of applicable FAR Part 77 surfaces showing any obstruction, plan, and profile, and any pertinent data and/or discussion concerning them, especially with respect to the proposed project.
4. State what is the critical aircraft for design purposes and the basis of selection.

#### Chapter II - Design

1. **Design Standards**—A listing of the applicable Advisory Circulars that are current on the date of the Tentative Allocation as shown in the latest tri-annual listing in the Federal Register and which are mandatory as per Paragraph 83 and Appendix I of FAR Part 152. In the event the COUNTY/Engineer wishes to use either draft or non-mandatory Advisory Circulars or other standards, a written request, including the rationale therefore, shall be promptly submitted through the COUNTY for FAA consideration and inclusion in the report. The processing of the request shall be accomplished in accordance with Order 5300.1A. Include a discussion as to any variances from the design standards and request for waivers.
2. **Unusual Local Conditions**—Identification and explanation of local conditions not covered by the standards listed in above item (1) which will require modification. This should include a discussion of the local condition, alternative solutions, recommended solution, and the rationale for same. The discussion shall also include economics, scheduling, methods, and effect on other facilities, operations, parties, etc. Some typical items that may generate this type of discussion are:
  - A. unusual soil classification, including drainage and structural characteristics;
  - B. unusual weather conditions, such as precipitation and temperature;
  - C. availability, proximity, and costs of construction material, manpower, on and off-site equipment, and plans, etc.;
  - D. special design to accommodate unusual equipment and/or operations (e.g., off-hour construction or non-standard construction procedures).

3. **Soils Report and Other Test Reports.** Either a separate document or include in Engineer's Report. In soils report discuss reason for stopping borings at given elevations, assumption used in report and why the number and types of tests were chosen. If separate, it should be referenced in Engineer's Report.
4. **Pavement Design.** Discuss pavement design rationale, making references to publications used, including applicable graphs, etc., if necessary. Include Pavement Design Form 5100-1 and Pavement Gradients and Cross Sections.

### **Chapter III - Contract Provisions and Eligibility**

1. **Contract Technical Provisions**—Discussion on the adaptation of the construction contracts' technical provisions in order to avoid conflicts between the technical requirements of the COUNTY, the FAA, and other Grantor Agencies. Typical areas for consideration are:
  - A. Asphalt and concrete pavements (e.g., P-401 & P-501)
  - B. Drainage structures
  - C. Fencing (type, etc.)
  - D. Concrete
  - E. Turfing
  - F. Excavation and embankment
  - G. Painting
  - H. Alternate bids
2. **Contract General Provisions**—(Non-Technical). Discussion on the adaptation of the construction contract's general (non-technical) provisions in order to avoid conflicts between the procurement requirements of the COUNTY, the FAA, and other Grantor Agencies. Typical areas for consideration are:
  - A. Definitions
  - B. State, Federal, and local wage rates and labor provisions
  - C. EEO provisions, including Hometown or Imposed Plans
  - D. Insurance
  - E. Bid, payment and performance bonds
  - F. Payment provisions and application
  - G. Change Orders
  - H. Claims
  - I. Extra work
  - J. Material submissions, substitutions and approvals
  - K. Survey and layout procedure and responsibility
  - L. Guaranty and warranty procedure and responsibility

- M. "As Built" information and responsibility
  - N. Pre-Construction Conference
  - O. Notice to Proceed
  - P. Stop Orders
  - Q. Time extensions
  - R. Airport operations and requirements
  - S. Repair and/or replacement or damage facility requirements
  - T. Work schedule (bar chart, PERT, etc.)
  - U. Bidding forms and requirements
  - V. COUNTY and Grantor Agency authority and responsibilities
  - W. Safety (Order EA 5210.1)
3. **Non-Eligible Work.** Identification, justification and details of separation of non-eligible work to be included in ADAP contract. This shall also cover the impact that the non-eligible work will have on costs and scheduling of ADAP work.
  4. **Eligible Work to be Done by Others**—Identification, justification and details of eligible work to be done by others, such as utility companies, County Force Account, etc. This shall also cover the impact that others doing eligible work will have on costs and scheduling of ADAP work.
  5. **Scheduling and Coordination**—Identification, justification and details of scheduling and coordination where project work will impact or be impacted by other parties and/or activities such as airport users, airlines, public, FBO, National Weather Service, FAA County, other contractors, military, utilities, concessionaires, etc. This discussion shall also cover the economic conditions of the general and local construction market conditions, with a view to obtaining the most advantageous bids. Included in the discussions should be what effect the Grantor Agency's (FAA, State, County, etc.) commitments have on the schedule.
  6. **Construction Inspection and Testing.** Discussion of construction inspection, sampling, and testing, which shall include personnel, experience, techniques, methods, standards, results, timing facilities, etc., and their relationship to the requirements of the approved Engineering Agreement and construction contract.
  7. **Submittal of the Engineer's Report.** The Engineer's Report will accompany each submittal of the plans and specifications, to the degree of development commensurate with the submittal itself. The County/Engineer must understand that without submittal of the Engineer's Report, the plans and specifications will be returned without comments.

END OF SCHEDULE

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

Employer identification number									

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

**ATTACHMENT D**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
**C&S Engineers, Inc.**  
**FOR THE PROVISION OF**                     Airport Engineering                     **SERVICES**

**TERM:**

**FROM:**                     July 17, 2012                     **TO:**                     December 30, 2012                    

**FORM W-9**

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

**ATTACHMENT E**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
**FOR THE PROVISION OF** C&S Engineers, Inc.  
Airport Engineering **SERVICES**

**TERM:**

**FROM:** July 17, 2012 **TO:** December 30, 2014

**SEE ATTACHED INSURANCE PROVISIONS**

**ATTACHMENT F**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND C&S Engineers, Inc.  
FOR THE PROVISION OF Airport Engineering SERVICES  
For the Bishop Airport Electrical Upgrade Project**

**TERM:**

**FROM:** July 17, 2012                      **TO:** December 30, 2014

**FEDERAL FUNDS ADDENDUM**

**C.1 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **C.2 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **C.3 DISADVANTAGED BUSINESS ENTERPRISES**

Contract Assurance (§26.13) - The Consultant and their Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from BCRAA. The Consultant agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BCRAA. This clause applies to both DBE and non-DBE Subcontractors.

## **C.4 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### **C.5 ACCESS TO RECORDS AND REPORTS**

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **C.6 RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### **C.7 TRADE RESTRICTION CLAUSE**

The Consultant or their Subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or Subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification

or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **C.7 ADDITIONAL FEDERAL PROVISIONS REQUIRED FOR CONTRACTS EXCEEDING \$10,000**

##### **TERMINATION OF CONTRACT**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **C.8 ADDITIONAL FEDERAL PROVISIONS REQUIRED FOR CONTRACTS EXCEEDING \$25,000**

##### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**C.9 ADDITIONAL FEDERAL PROVISIONS REQUIRED FOR CONTRACTS EXCEEDING \$100,000**

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.



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

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

For Clerk's Use  
Only:

AGENDA NUMBER

15

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 17, 2012

SUBJECT: Approve a contract for airport engineering services with Wadell Engineering Corporation of Burlingame, California.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request your board approve Inyo County Standard Contract No. 156 between the County of Inyo and Wadell Engineering Corporation (Wadell) for airport engineering services in an amount not to exceed \$99,806.00 for the period from July 17, 2012 through December 30, 2014;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures; upon adoption of the fiscal year 2012/2013 and future budgets; and upon the Federal Aviation Administration's (FAA's) approval of an Independent Fee Estimate (IFE).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** The Public Works Department recently solicited for interested consultants to provide engineering services for the Bishop Airport Electrical Upgrade Project, which is funded by the FAA's Airport Capital Improvement Program (ACIP). Four specialty consultants who provide engineering services exclusively for airport projects were interviewed by telephone, and their qualifications were rated by four of the Public Works Department engineering and airport staff. This FAA-approved expedited method of consultant selection for consultant contracts with a fee of less than \$100,000 does not require respondents to prepare a formal, written Statement of Qualifications. This expedited selection method was used because it will allow the county to enter into a contract and complete engineering before the FAA grant funds for the project expire. The consultants were Mead & Hunt, Inc. of Santa Rosa, California; Atkins Global of Reno, Nevada; C&S Companies of Sacramento, California; and Wadell. Wadell was selected as the most qualified consultant to provide engineering services for this project.

Wadell's services will include the design of a new precast and pre-wired airport electrical vault building with a stand-by generator to provide power and control for the three runways, the lighted parallel and exit taxiways, the existing airport rotating beacon, and the visual approach slope indicators serving Runways 12-30 and 16-34. This contract does not include a design for upgrading all the facilities mentioned above, but completes a review to provide a level of confidence that the electrical is adequate to serve all the facilities. Wadell will perform a site investigation, prepare plans, specifications, and a construction estimate, participate in meetings, and provide assistance during bidding.

Federal Aviation Administration procedures require that an IFE be prepared to ensure that the consultant's prices are reasonable and justifiable. The FAA must approve the IFE before the county can finalize a consultant contract.

**ALTERNATIVES:** The Board could choose not to approve the contract for airport engineering. This is not recommended because the grant funding for engineering expires at the end of this federal fiscal year (September 30, 2012).

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the contractor after the contract is awarded;  
County counsel to review and approve the contract;

**FINANCING:** The project is funded by the FAA's ACIP, which will reimburse the county for 90 percent of the consultant engineering cost of the project (\$89,825.40). The cost of engineering will be paid through budget unit 630303, Eastern Sierra Regional (Bishop) Airport Improvement Projects, object code 5265, Professional and Special Services. The county will pay the 10 percent match (\$9,980.60) through budget unit 011500, Public Works, object code 5850, In-Kind Contributions.

**APPROVALS**

<p>COUNTY COUNSEL:</p>	<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><i>Diana Miller</i> Approved: <u>yes</u> Date <u>7/12/12</u></p>
<p>AUDITOR/CONTROLLER</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p><i>Meta Selby</i> Approved: <u>yes</u> Date <u>7/12/12</u></p>
<p>PERSONNEL DIRECTOR</p>	<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>n/a</u> Date _____</p>

**DEPARTMENT HEAD SIGNATURE:** *Lyn M. Hajira* Date: 7-12-12  
 (Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Wadell Engineering Corporation  
**FOR THE PROVISION OF** Airport Engineering **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Airport Engineering services of Wadell Engineering Corporation of \_\_\_\_\_ (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 the Public Works Department Senior Civil Engineer, Lynn Flanigan. 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 and, as applicable, as set forth, in Attachment F, attached hereto and incorporated herein.

**2. TERM.**

The term of this Agreement shall be from July 17, 2012 to December 30, 2014 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. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the \_\_\_\_\_ does not apply to this contract. 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 \$99,806.00 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) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant 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 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.
- (4) 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 sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

#### **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

#### **9. STATUS OF CONSULTANT.**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, 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 out of, resulting from, or in connection with, the performance of this Agreement by Consultant, or Consultant's agents, officers, or employees, or the failure of Consultant, or Consultant's agents, officers, or employees to comply with any of its obligations contained in this Agreement, and that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees or agents in the performance of services under this contract. 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, suppliers, 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. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County.

**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. Further, Consultant 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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-three (23) (Amendment).

**22. ATTORNEY'S FEES.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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:

<b>County of Inyo:</b>	
Public Works Dept., attn: Lynn Flanigan	Department
168 N. Edwards St., P.O. Drawer Q	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
Wadell Engineering Corporation	Name
1350 Bayshore Highway, Ste. 690	Address
Burlingame, CA 94010	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 Wadell Engineering Corporation  
FOR THE PROVISION OF Airport Engineering SERVICES

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

\_\_\_\_\_  
Print or Type Name  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
**FOR THE PROVISION OF** Wadell Engineering Corporation  
Airport Engineering **SERVICES**

**TERM:**

**FROM:** July 17, 2012 **TO:** December 30, 2014

**SCOPE OF WORK:**

Wadell Engineering Corporation shall provide engineering services for the Bishop Airport Electrical Upgrade as described in the attached scope of work.

The consultant may be required to modify its work as necessary to meet the project objectives. Modifications to the agreed upon scope of work, or level of effort required to meet the project objectives will be incorporated into the contract by amendment, as described in Section 23, Amendment, of the contract.

**ATTACHMENT A  
SCOPE OF WORK  
EASTERN SIERRA REGIONAL AIRPORT  
ELECTRICAL UPGRADE PROJECT DESIGN**

The project includes design for a new precast and prewired airport electrical vault building with standby generator to provide power and control for (1) the existing three runways (7-25, 12-30, and 16-34), (2) the existing lighted parallel and exit taxiways, (3) the existing airport rotating beacon, and (4) the existing Visual Approach Slope Indicators (VASI) serving runways 12-30 and 16-34.

The vault design will include power and control and new standby power generator to power existing systems described above and (1) future replacement of the VASI with Precision Approach Path Indicators (PAPI), (2) future Runway End Identifier Lights (REIL) serving runways 12-30 and 16-34, and (3) future lighted airfield mandatory signs, information signs, and distance marker signs. The vault/generator building will be a conceptual performance bid requiring final building and systems design drawings by the selected contractor's building and electrical systems manufacturers. The design includes specifying (1) removal of unused equipment, cleaning, and painting of the existing vault building.

The Consultant services include field investigation, preparation of design plans, specifications and cost estimates, design report, construction closure and safety plan, on-site bid document review with Owner, assistance with contractor inquiries during bidding, and assistance with FAA / State Aeronautics coordination as requested.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design report, and one print ready copy and CD of the final work.

The limits of construction will be the existing airport electrical vault and immediately adjacent area. The Consultant and Owner are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The Owner will provide base maps, surveys, USA field marking, local utility coordination and service changes / requests (if needed), environmental reports and clearances (if any), coordination of removal and disposal of hazardous materials, public advertisements, notices and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the Owner.

**END OF DOCUMENT**



**ATTACHMENT C**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
Wadell Engineering Corporation  
**FOR THE PROVISION OF** Airport Engineering **SERVICES**

**TERM:**

**FROM:** July 17, 2012 **TO:** December 30, 2014

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

Travel and per diem payment shall not apply to this contract. The Consultant will be compensated at the lump-sum, not-to-exceed, fixed-price identified in Attachment B to the contract.

**ATTACHMENT D**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
Wadell Engineering Corporation  
**FOR THE PROVISION OF**                     Airport Engineering                     **SERVICES**

**TERM:**

**FROM:**                     July 17, 2012                     **TO:**                     December 30, 2014                    

**FORM W-9**

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>WADELL ENGINEERING CORPORATION</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>1350 BAYSHORE HIGHWAY, SUITE 690</b>		Requester's name and address (optional) <b>COUNTY OF INYO</b>
City, state, and ZIP code <b>BURLINGAME, CA 94010</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									
9	4	-	2	2	5	0	3	4	6

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

- An individual who is a U.S. citizen or U.S. resident alien,
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
  - An estate (other than a foreign estate), or
  - A domestic trust (as defined in Regulations section 301.7701-7).
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**ATTACHMENT F**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Wadell Engineering Corporation  
FOR THE PROVISION OF Airport Engineering SERVICES  
For the Bishop Airport Electrical Upgrade Project**

**TERM:**

**FROM:** June 17, 2012                      **TO:** December 30, 2014

**FEDERAL FUNDS ADDENDUM**

**C.1 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **C.2 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **C.3 DISADVANTAGED BUSINESS ENTERPRISES**

Contract Assurance (§26.13) - The Consultant and their Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from BCRAA. The Consultant agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BCRAA. This clause applies to both DBE and non-DBE Subcontractors.

## **C.4 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

#### **C.5 ACCESS TO RECORDS AND REPORTS**

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **C.6 RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### **C.7 TRADE RESTRICTION CLAUSE**

The Consultant or their Subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or Subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification

or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **C.7 ADDITIONAL FEDERAL PROVISIONS REQUIRED FOR CONTRACTS EXCEEDING \$10,000**

#### **TERMINATION OF CONTRACT**

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **C.8 ADDITIONAL FEDERAL PROVISIONS REQUIRED FOR CONTRACTS EXCEEDING \$25,000**

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**C.9 ADDITIONAL FEDERAL PROVISIONS REQUIRED FOR CONTRACTS EXCEEDING \$100,000**

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.



## AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Consent        | <input type="checkbox"/> Departmental      | <input type="checkbox"/> Correspondence Action                                 |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session <input type="checkbox"/> Informational |

For Clerk's Use  
Only:

AGENDA NUMBER

16

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 17, 2012

SUBJECT: Approval of Contract with McMurtrie-Tanksley, Inc. for Sanitary Sewer Maintenance Services in County Service Area #2/Aspendell

### DEPARTMENTAL RECOMMENDATIONS:

1. Recommend your Board approve a Contract with McMurtrie-Tanksley, Inc. for Sanitary Sewer Maintenance Services in County Service Area #2/Aspendell in order to extend the existing Agreement for a term of three years and an expense not to exceed \$30,000 (\$10,000 per year); and
2. Contingent upon the adoption of future budgets and the availability of funding; and
3. Authorize the Chairperson to execute.

### CAO RECOMMENDATION:

### SUMMARY DISCUSSION:

The Community of Aspendell has historically had problems with its sanitary sewer system. On May 19, 2009, McMurtrie-Tanksley, Inc. was awarded a three-year contract to service the community at that time. The contract was scheduled to expire on May 31, 2012 and was extended for 2 months on May 15, 2012.

During the period that McMurtrie-Tanksley, Inc. has served, CSA #2, the situation has improved and the staff has been satisfied with the services provided. Staff has released a Request for Proposals in order to solicit bids for sanitary sewer maintenance and McMurtrie-Tanksley was the only respondent. The proposal and contract is to provide maintenance services as requested by staff on a time and materials basis.

Recently, we were informed that Department of Water Resources selected the Inyo-Mono Integrated Regional Water Management's proposal for funding through a Proposition 84 grant. CSA #2 is scheduled to receive approximately \$400,000 from the grant which will replace around 2,000 feet of the sewer lines. Once the lines are replaced, the level of maintenance should be reduced.

### ALTERNATIVES:

Your Board could choose to not approve the Agreement. This is not recommended, as the system needs a contractor who will be available for emergency call-out and other services. Additionally, Public Works has neither the proper equipment nor the expertise to provide these services.

### OTHER AGENCY INVOLVEMENT:

County Counsel  
County Auditor

### FINANCING:

Funds for this Amendment are available in the CSA #2 budget (Unit # 810001).

**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.)

*[Handwritten Signature]*

Approved: yes

Date 7/12/12

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

*[Handwritten Signature]*

Approved: yes

Date 7/12/12

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Handwritten Signature]*

Date: 7-12-12

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** McMurtrie-Tanksley, Inc.  
**FOR THE PROVISION OF** Sanitary Sewer Maintenance **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Sanitary Sewer Maintenance services of McMurtrie-Tanksley, Inc. of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Doug Wilson, whose title is: Interim Public Works 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 17, 2012 to July 16, 2015 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$10,000 per year 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 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	
Public Works	Department
PO Drawer Q	Street
Independence, CA 93526	City and State

Contractor:	
McMurtrie-Tanksley, Inc.	Name
102 Sage Dr.	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.

////

////

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** McMurtrie-Tanksley, Inc.  
**FOR THE PROVISION OF** Sanitary Sewer Maintenance **SERVICES**

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

**COUNTY OF INYO**

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

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

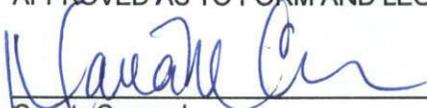
**CONTRACTOR**

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

David Tanksley  
Print or Type Name

Dated: 7-9-12

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND McMurtrie-Tanksley, Inc.  
FOR THE PROVISION OF Sanitary Sewer Maintenance SERVICES**

**TERM:**

**FROM:** July 17, 2012      **TO:** July 16, 2015

**SCOPE OF WORK:**

**A. Maintenance/Repairs**

Contractor shall provide sewer maintenance services in the Community of Aspendell at County direction.

The services to be provided to the County by the contractor will include, but may not be limited to: hydro-flushing the system when necessary and as directed by the Public Works Department; repairing main sewer trunk and lateral lines in the County Right-of-Way; providing traffic control as needed; providing emergency repairs and removing stoppages that occur in the system. Further, the Contractor will also be responsible for excavation, shoring, providing approved backfill materials and compaction of all necessary trenching; repair or replacement of any asphalt, concrete or other existing improvements that are damaged as a result of the Contractor's operations. Should mainline repairs exceed what the Public Works Department determines as minor, the Contractor will notify the County and obtain permission to proceed with repair, and the scope of work for that repair will be agreed upon by both parties. Should work to the system impact residents in the County Services Area #2 it shall be the responsibility of the Contractor to notify the residents that will be impacted. All work done within the County Right-of-Way shall be done in accordance with Inyo County Specifications. The Contractor or the Contractor's qualified designee shall be available twenty-four (24) hours per day for call out emergency repair work.

**B. Reporting**

The Contractor will be responsible for providing the County with a quarterly report on labor and materials used for the maintenance and repair of the system, when this service is requested by the County during the term of this Contract.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND McMurtrie-Tanskley, Inc.  
FOR THE PROVISION OF Sanitary Sewer Service **SERVICES****

**TERM:**

**FROM:** July 17, 2012

**TO:** July 16, 2015

**SCHEDULE OF FEES:**

The schedule of fees for services, shall be paid as listed below:

Personnel:	\$50 per hour*regular time/\$75 oer hour**overtime
Operated backhoe:	\$95 per hour regular time/\$120 per hour overtime
Operated excavator:	\$150 per hour regular time/\$175 per hour overtime
8 cubic yard dump truck:	\$90 per hour regular time/\$115 per hour overtime
15 cubic yard end dump:	\$95 per hour regular time/\$120 per hour overtime
Low bed truck:	\$110 per hour regular time/\$135 per hour overtime
Work truck/including tools:	\$100 per day
Compressor with 90 lbs. breaker:	\$225 per day
Jumping Jack compactor:	\$100 per day
Vibratory plate compactor:	\$70 per day
Rammax 24" trench compactor:	\$250 per day
Asphalt/Concrete saw:	\$20 per hour
5' x 8' Trench plate:	\$15 per day
8' x 10' Trench plate:	\$20 per day
Jetter/Vac Truck:	Actual Cost of Invoice plus 15%
14 cubic yard pump truck:	Actual Cost of Invoice plus 15%
Traffic control (cones and flag trees)	\$50 per day
Materials:	Cost plus 20%
Document preparation:	\$50 per hour
24-hour emergency call-out:	\$100 per month

\*Regular time is defined as an 8-hour day with the time established as 7:00 a.m. until 3:30 p.m. Monday through Friday excluding nights, weekends and holidays.

\*\*Overtime is defined as those hours worked other than regular time, Monday through Friday prior to 7:00 a.m. and after 3:30 p.m. Including nights, weekends and holidays.

Note: This contract does not include travel or per-diem.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND McMurtrie-Tanksley, Inc.  
FOR THE PROVISION OF Sanitary Sewer Maintenance **SERVICES****

**TERM:**

**FROM:** July 17, 2012

**TO:** July 16, 2015

**Form W-9**

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) <i>McMurtree-Tankesky Inc</i>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input checked="" type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) <i>102 Sage Dr</i>	Requester's name and address (optional) <i>Inyo County Public Works</i>
	City, state, and ZIP code <i>Bishop CA 93514</i>	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number <i>74-3083610</i>

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶ <i>7-9-12</i>
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**ATTACHMENT D**

**AND** \_\_\_\_\_  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SEE ATTACHED INSURANCE PROVISIONS**



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

For Clerk's Use Only:  
AGENDA NUMBER

17

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

FROM: Chief Probation Officer

FOR THE BOARD MEETING OF: July 17, 2012

SUBJECT: Proclamation declaring week of July 15 through 21, 2012 as Probation Parole and Community Supervision Week

**DEPARTMENTAL RECOMMENDATION:** Request Board approve a proclamation declaring July 15 through 21, 2012 as Probation, Parole and Community Supervision Week in Inyo County.

**SUMMARY DISCUSSION:** The Week of July 15 through 21, 2012 is being proclaimed Probation, Parole and Community Supervision Week throughout California. The attached proclamation is submitted for your Board's consideration to join other jurisdictions in recognizing the many men and women who are probation and parole professionals who are responsible for helping offenders successfully reenter our society as productive individuals.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b>APPROVALS</b>	
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, PURCHASES, CONTRACTS, RESOLUTIONS 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> <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 Assistant Clerk of the Board.)</i> <p style="text-align: right;">Approved: _____ Date _____</p>
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> <p style="text-align: right;">Approved: _____ Date _____</p>

**DEPARTMENT HEAD SIGNATURE:**

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

Date: 7/17/12

**PROCLAMATION  
OF THE BOARD OF SUPERVISORS  
COUNTY OF INYO, STATE OF CALIFORNIA  
PROCLAIMING THE WEEK OF July 15 through 21, 2012  
PROBATION, PAROLE AND COMMUNITY SUPERVISION WEEK IN INYO COUNTY**

**WHEREAS**, there are many dedicated probation and parole professionals in Inyo County, the State of California, and the Nation as a whole, who help make our communities safe places to live; and

**WHEREAS**, these professionals provide reformed citizens opportunities to be productive members of society; and

**WHEREAS**, these professionals and officers work tirelessly with local public safety departments and their communities to rehabilitate offenders, to help them seek victim restitution and move forward in creating a better future for themselves; and

**WHEREAS**, probation and parole officers/agents are sworn peace officers who work in the community, seeing offenders at home, at work and on the streets and are on call 24/7 to respond to emergencies and urgent problems; and

**WHEREAS**, probation and parole officers/agents work collaboratively with local law enforcement, treatment providers, social service agencies and a variety of other programs, groups and individuals involved with offenders during the transition from incarceration to the community; and

**WHEREAS**, probation and parole officers/agents promote prevention, intervention and advocacy in the interest of public safety; and

**WHEREAS**, these devoted men and women also facilitate the reentry of offenders into society, where their efforts in conjunction with those of many other groups, helps ensure a more lawful society and safer neighborhoods for our families; and

**WHEREAS**, as community corrections is affected by the down turn in the economy, the probation and parole professional is required to be more creative in finding solutions to make sure those they supervise have the support needed to find jobs, housing and treatment; and

**WHEREAS**, through collaboration with community leaders and volunteering their own time off work, many officers are making a difference in the lives of those they supervise, while faced with expanding case loads, additional responsibilities and workloads; and

**WHEREAS**, Probation, Parole and Community Supervision Week is a time for the people of Inyo County to recognize the men and women who work each and every day to supervise offenders in our communities, while also providing support mechanisms to assist the people they supervise in becoming law abiding citizens, good neighbors and contributors to our society.

**NOW THEREFORE**, the Inyo County Board of Supervisors joins with other communities and the Nation in honoring these outstanding public servants by declaring the Week of July 15 through 21, 2012 as Probation, Parole and Community Supervision Week in Inyo County.

**PASSED AND PROCLAIMED** by the Inyo County Board of Supervisors, this 17th day of July, 2012.

Attest: **KEVIN D. CARUNCHIO**  
Clerk of the Board

\_\_\_\_\_  
**Marty Fortney, Chairperson**  
Inyo County Board of Supervisors

by: \_\_\_\_\_  
**Patricia Gunsolley, Assistant**





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

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

19

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

**FROM:** WATER DEPARTMENT

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** WATER DEPARTMENT SCIENTIST RECRUITMENT

**DEPARTMENTAL RECOMMENDATION:** Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position exists, as certified by the Water Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Scientist the vacancy 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; C) upon the vacancy occurring approve the open recruitment for a Water Department Scientist, Range 80 (\$5,238-\$6,371).

**SUMMARY DISCUSSION:** Our vegetation specialist has left the Water Department and we wish to refill the position. This is a key position with respect to our work involving the Inyo-Los Angeles Long Term Water Agreement.

**ALTERNATIVES:** The Board could decide not to approve the request to recruit for a Water Department Scientist.

**OTHER AGENCY INVOLVEMENT:** The Inyo County Personnel Department will assist in the recruitment of the requested position.

**FINANCING:** The Water Department Scientist position has been budgeted for in the 2012-2013 Water Department Budget (024102).

<b>APPROVALS</b>	
COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  <i>[Signature]</i> Approved: <u>Yes</u> Date <u>7/10/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  <i>[Signature]</i> Approved: <u>✓</u> Date <u>7/10/12</u>

**DEPARTMENT HEAD SIGNATURE:** *[Signature]* Date: 7/11/12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)



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

For Clerk's Use Only:  
AGENDA NUMBER

20

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for XX a.m.     Closed Session     Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** U.S. Fish & Wildlife Service 90-Day Finding: Proposal to Delist the Inyo California towhee

**DEPARTMENTAL RECOMMENDATION:**

Request the Board of Supervisors: Review information from staff on the U.S. Fish & Wildlife Service's 90-day finding of a petition to delist the Inyo California towhee, and authorize the Chair to sign correspondence on the proposed delisting.

**SUMMARY DISCUSSION:**

On June 4, 2012, the U.S. Fish & Wildlife Service announced the commencement of a 90-day finding period for a petition to delist, as a threatened species, the Inyo California towhee, a species native to Inyo County. The petition also proposed the reclassification, or "down-listing," of five other species, none of which is found in Inyo County.

The petition to delist the towhee (*Pipilo crissalis eremophilus*) came from The Pacific Legal Foundation. However, the U.S. Fish & Wildlife Service, in their most recent five year review of the species, also recommended that the species be delisted. This recommendation was published by the Service in the Federal Register, back in March of 2009. Such a delisting of the towhee would mean the species would no longer carry the status, or requisite protection, of a "threatened" species under the Endangered Species Act of 1973.

During the 90-day finding period, the Service requests "scientific and commercial data and other information" from interested parties to inform their review, with a submittal deadline for such comments of August 3, 2012.

As a result, staff has drafted a comment letter for the Board's consideration.

**ALTERNATIVES:**

- Do NOT approve the requested actions.
- Return to staff with direction

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

No direct impact.

**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>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 7-10-12

**Attachments:**

- 1.) Federal Register notice on the towhee, June 4, 2012
- 2.) Proposed BOS comment letter to the U.S. Fish & Wildlife Service

authority. This rulemaking is promulgated under the authority described in Subtitle VII, Part A, Subpart I, Section 40103. Under that section, the FAA is charged with prescribing regulations to assign the use of the airspace necessary to ensure the safety of aircraft and the efficient use of airspace. This regulation is within the scope of that authority as it would modify controlled airspace at Lewiston-Nez Perce County Airport, Lewiston, ID.

This proposal will be subject to an environmental analysis in accordance with FAA Order 1050.1E, "Environmental Impacts: Policies and Procedures" prior to any FAA final regulatory action.

List of Subjects in 14 CFR Part 71

Airspace, Incorporation by reference, Navigation (air).

The Proposed Amendment

Accordingly, pursuant to the authority delegated to me, the Federal Aviation Administration proposes to amend 14 CFR Part 71 as follows:

PART 71—DESIGNATION OF CLASS A, B, C, D AND E AIRSPACE AREAS; AIR TRAFFIC SERVICE ROUTES; AND REPORTING POINTS

1. The authority citation for 14 CFR Part 71 continues to read as follows:

Authority: 49 U.S.C. 106(g), 40103, 40113, 40120; E.O. 10854, 24 FR 9565, 3 CFR, 1959-1963 Comp., p. 389.

§ 71.1 [Amended]

2. The incorporation by reference in 14 CFR Part 71.1 of the Federal Aviation Administration Order 7400.9V, Airspace Designations and Reporting Points, dated August 9, 2011, and effective September 15, 2011 is amended as follows:

Paragraph 5000 Class D airspace.

ANM ID D Lewiston, ID [Modified]

Lewiston-Nez Perce County Airport, ID (Lat. 46°22'28" N., long. 117°00'55" W.)

That airspace extending upward from the surface to and including 3,900 feet MSL within a 4.1-mile radius of the Lewiston-Nez Perce County Airport. This Class D airspace area is effective during the specific dates and times established in advance by a Notice to Airmen. The effective date and time will thereafter be continuously published in the Airport/Facility Directory.

Paragraph 6002 Class E airspace designated as surface areas.

ANM ID E2 Lewiston, ID [Modified]

Lewiston-Nez Perce County Airport, ID (Lat. 46°22'28" N., long. 117°00'55" W.)

Within a 4.1-mile radius of the Lewiston-Nez Perce County Airport. This Class E airspace area is effective during the specific dates and times established in advance by a Notice to Airmen. The effective date and time will thereafter be continuously published in the Airport/Facility Directory.

Paragraph 6004 Class E airspace designated as an extension to a Class D surface area.

ANM ID E4 Lewiston, ID [Modified]

Lewiston-Nez Perce County Airport, ID (Lat. 46°22'28" N., long. 117°00'55" W.) Nez Perce VOR/DME

(Lat. 46°22'54" N., long. 116°52'10" W.) Lewiston-Nez Perce ILS Localizer (Lat. 46°22'27" N., long. 117°01'54" W.)

That airspace extending upward from the surface within 2.7 miles each side of the Lewiston-Nez Perce ILS localizer course extending from the 4.1-mile radius of the airport to 14 miles east of the airport and within 3.5 miles each side of the Nez Perce VOR/DME 266° radial extending from the 4.1-mile radius of the airport to 13.1 miles west of the airport. This Class E airspace area is effective during the specific dates and times established in advance by a Notice to Airmen. The effective date and time will thereafter be continuously published in the Airport/Facility Directory.

Paragraph 6005 Class E airspace areas extending upward from 700 feet or more above the surface of the earth.

ANM ID E5 Lewiston, ID [Modified]

Lewiston-Nez Perce County Airport, ID (Lat. 46°22'28" N., long. 117°00'55" W.) Walla Walla VOR/DME (Lat. 46°05'13" N., long. 118°17'33" W.)

That airspace extending upward from 700 feet above the surface bounded by a line beginning at lat. 46°33'00" N., long. 117°38'00" W.; to lat. 46°31'30" N., long. 117°14'00" W.; to lat. 46°40'00" N., long. 116°48'00" W.; to lat. 46°26'00" N., long. 116°26'00" W.; to lat. 46°13'00" N., long. 116°30'00" W.; to lat. 46°14'00" N., long. 116°35'00" W.; to lat. 46°06'00" N., long. 116°47'00" W.; to lat. 46°17'00" N., long. 116°49'00" W.; to lat. 46°18'00" N., long. 117°00'00" W.; to lat. 46°17'30" N., long. 117°22'00" W.; to lat. 46°10'30" N., long. 117°26'30" W.; to lat. 46°12'00" N., long. 117°36'00" W.; thence to point of beginning; that airspace extending upward from 1,200 feet above the surface bounded by a line beginning at lat. 46°00'00" N., long. 116°00'04" W.; to lat. 46°00'00" N., long. 116°19'00" W.; to lat. 45°39'00" N., long. 116°10'03" W.; to lat. 45°30'00" N., long. 116°14'03" W.; to lat. 45°23'00" N., long. 116°21'03" W.; to lat. 45°25'00" N., long. 116°34'04" W.; to lat. 45°30'00" N., long. 116°46'04" W.; to lat. 46°00'00" N., long. 116°56'04" W.; thence west along lat. 46°00'00" N., to the Walla Walla VOR/DME 16.6-mile radius, thence counter clockwise along the Walla Walla VOR/DME 16.6-mile radius until intercepting V-536, thence northeast along V-536 and southeast along V-2 until intercepting long. 115°15'04" W.;

thence south along long. 115°15'04" W., until intercepting V-187; thence southeast along V-187 until intercepting long. 116°00'00" W.; thence south along long. 116°00'00" W.; to lat. 46°15'00" N.; to lat. 46°00'00" N., long. 115°50'00" W.; thence to the point of beginning.

Issued in Seattle, Washington, on May 23, 2012.

John Warner

Manager, Operations Support Group, Western Service Center.

[FR Doc. 2012-13365 Filed 6-1-12; 8:45 am]

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DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

50 CFR Part 17

[FWS-R8-ES-2012-0026; 92220-1113-0000-C5]

Endangered and Threatened Wildlife and Plants; 90-Day Finding on a Petition To Delist or Reclassify From Endangered to Threatened Six California Species

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Notice of 90-day petition findings and initiation of status reviews.

SUMMARY: We, the U.S. Fish and Wildlife Service (Service), announce a 90-day finding on a petition to delist the Inyo California towhee (Pipilo crissalis eremophilus), and to reclassify from endangered to threatened the arroyo toad (Anaxyrus californicus), Indian Knob mountainbalm (Eriodictyon altissimum), Lane Mountain milk-vetch (Astragalus jaegerianus), Modoc sucker (Catostomus microps), and Santa Cruz cypress (Cupressus abramsiana) under the Endangered Species Act of 1973, as amended (Act). Based on our review, we find that the petition presents substantial scientific or commercial information indicating that the petitioned actions may be warranted. Therefore, with the publication of this notice, we are initiating status reviews of these taxa to determine if the respective actions of delisting and reclassifying are warranted. Section 4(c)(2)(A) of the Act also requires a status review of listed species at least once every 5 years. The status reviews we are initiating will also fulfill the requirements of section 4(c)(2) of the Act. To ensure that these status reviews are comprehensive, we are requesting scientific and commercial data and other information regarding these species and subspecies. Based on these status reviews, we will issue 12-month

findings for each of the species in the petition, which will address whether the petitioned actions are warranted under section 4(b)(3)(B) of the Act.

**DATES:** To allow us adequate time to conduct this review, we request that we receive information on or before August 3, 2012. Please note that if you are using the Federal eRulemaking Portal (see **ADDRESSES** section below), the deadline for submitting an electronic comment is 11:59 p.m. Eastern Standard Time on this date.

**ADDRESSES:** You may submit information by one of the following methods:

- **Federal eRulemaking Portal:** <http://www.regulations.gov>. In Search field, enter the Docket number for this finding, which is FWS-R8-ES-2012-0026. Then click the Search button. You should then see an entry for this document that includes a button that reads, "Comment Now!" Please ensure that you have found the correct rulemaking before submitting your comment. If your comments will fit in the provided comment box, please use this feature of <http://www.regulations.gov>, as it is most compatible with our comment review procedures. If you attach your comments as a separate document, our preferred file format is Microsoft Word. If you attach multiple comments (such as form letters), our preferred format is a spreadsheet in Microsoft Excel.

- **U.S. mail or hand-delivery:** Public Comments Processing, Attn: FWS-R8-ES-2012-0026; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N. Fairfax Drive, MS 2042-PDM; Arlington, VA 22203.

We will post all information we receive on <http://www.regulations.gov>. This generally means that we will post any personal information you provide us (see the **Request for Information** section below for more details).

After August 3, 2012, you must submit information directly to the Field Office (see **FOR FURTHER INFORMATION CONTACT**). Please note that we might not be able to address or incorporate information that we receive after the above requested date.

**FOR FURTHER INFORMATION CONTACT:** For information regarding the Modoc sucker, contact Laurie Sada, Field Supervisor, by mail at U.S. Fish and Wildlife Service, Klamath Falls Fish and Wildlife Office, 1936 California Avenue, Klamath Falls, OR 97601; by telephone at 541-885-8481; or by facsimile at 541-885-7837.

For information regarding the Inyo California towhee, arroyo toad, Indian Knob mountainbalm, Lane Mountain

milk-vetch, or Santa Cruz cypress, contact Diane Noda, Field Supervisor, by mail at U.S. Fish and Wildlife Service, Ventura Fish and Wildlife Office, 2493 Portola Road Suite B, Ventura, CA 93003; by telephone at 805-644-1766; or by facsimile at 805-644-3958. If you use a telecommunications device for the deaf (TDD), please call the Federal Information Relay Service (FIRS) at 800-877-8339.

#### **SUPPLEMENTARY INFORMATION:**

##### **Request for Information**

When we make a finding that a petition presents substantial information indicating that delisting or reclassifying a species may be warranted, we are required to promptly review the status of the species (status review). For the status reviews to be complete and based on the best available scientific and commercial information, we request information on the Inyo California towhee, arroyo toad, Indian Knob mountainbalm, Lane Mountain milk-vetch, Modoc sucker, and Santa Cruz cypress from governmental agencies, Native American tribes, the scientific community, industry, and any other interested parties. We seek information on:

- (1) The species' biology, range, and population trends, including:
  - (a) Habitat requirements for feeding, breeding, and sheltering;
  - (b) Genetics and taxonomy;
  - (c) Historical and current range, including distribution patterns;
  - (d) Historical and current population levels, and current and projected trends; and
  - (e) Past and ongoing conservation measures for the species, their habitats, or both.
- (2) The factors that are the basis for making a listing, delisting, or downlisting determination for a species under section 4(a) of the Act, as amended (16 U.S.C. 1531 *et seq.*):
  - (a) The present or threatened destruction, modification, or curtailment of its habitat or range;
  - (b) Overutilization for commercial, recreational, scientific, or educational purposes;
  - (c) Disease or predation;
  - (d) The inadequacy of existing regulatory mechanisms; and
  - (e) Other natural or manmade factors affecting its continued existence.

Please include sufficient information with your submission (such as references to scientific journal articles or other publications) to allow us to verify any scientific or commercial information you include.

Submissions merely stating support for or opposition to the action under consideration without providing supporting information, although noted, cannot be considered in making a determination. Section 4(b)(1)(A) of the Act directs that determinations as to whether any species is an endangered or threatened species must be made "solely on the basis of the best scientific and commercial data available."

You may submit your information concerning these status reviews by one of the methods listed in the **ADDRESSES** section. If you submit information via <http://www.regulations.gov>, your entire submission—including any personal identifying information—will be posted on the Web site. If you submit a hardcopy that includes personal identifying information, you may request at the top of your document that we withhold this personal identifying information from public review. However, we cannot guarantee that we will be able to do so. We will post all hardcopy submissions at <http://www.regulations.gov>.

Information and supporting documentation that we received and used in preparing this finding are available for you to review at <http://www.regulations.gov>, or you may make an appointment during normal business hours at the U.S. Fish and Wildlife Service, Klamath Falls or Ventura Fish and Wildlife Office (see **FOR FURTHER INFORMATION CONTACT**).

##### **Background**

Section 4(b)(3)(A) of the Act (16 U.S.C. 1533(b)(3)(A)) requires that we make a finding on whether a petition to list, delist, or reclassify a species presents substantial scientific or commercial information indicating that the petitioned action may be warranted. We are to base this finding on information provided in the petition, supporting information submitted with the petition, and information otherwise available in our files. To the maximum extent practicable, we are to make this finding within 90 days of our receipt of the petition and publish our notice of the finding promptly in the **Federal Register**.

Our standard for substantial scientific or commercial information within the Code of Federal Regulations (CFR) with regard to a 90-day petition finding is "that amount of information that would lead a reasonable person to believe that the measure proposed in the petition may be warranted" (50 CFR 424.14(b)). If we find that substantial scientific or commercial information was presented, we are required to promptly conduct a species status review, which we

subsequently summarize in our 12-month finding.

Section 4(c)(2)(A) of the Act requires that we conduct a review of listed species at least once every 5 years. We are then, under section 4(c)(2)(B), to determine on the basis of such a review whether or not any species should be removed from the List (delisted), or reclassified from endangered to threatened, or threatened to endangered. Our regulations at 50 CFR 424.21 require that we publish a notice in the **Federal Register** announcing those species currently under active review. This notice announces our active review of the Inyo California towhee, arroyo toad, Indian Knob mountainbalm, Lane Mountain milk-vetch, Modoc sucker, and Santa Cruz cypress.

#### Petition History

On December 21, 2011, we received a petition dated December 19, 2011, from The Pacific Legal Foundation, requesting the Service to delist the Inyo California towhee, and to reclassify from endangered to threatened the arroyo toad, Indian Knob mountainbalm, Lane Mountain milk-vetch, Modoc sucker, and Santa Cruz cypress, based on the analysis and recommendations contained in the most recent 5-year reviews for these taxa. The petition clearly identified itself as such and included the requisite identification information for the petitioner, as required by 50 CFR 424.14(a).

#### Previous Federal Actions

Under the Act, we maintain the Lists of Endangered and Threatened Wildlife and Plants at 50 CFR 17.11 (for animals) and 17.12 (for plants) (Lists). We amend the Lists by publishing final rules in the **Federal Register**. Section 4(c)(2)(A) of the Act requires that we conduct a review of listed species at least once every 5 years. Section 4(c)(2)(B) requires that we determine: (1) Whether a species no longer meets the definition of threatened or endangered and should be removed from the Lists (delisted), (2) whether a species listed as endangered more properly meets the definition of threatened and should be reclassified to threatened (downlisted), or (3) whether a species listed as threatened more properly meets the definition of endangered and should be reclassified to endangered (uplisted). Using the best scientific and commercial data available, we will consider a species for delisting if the data substantiate that the species is neither endangered nor threatened for one or more of the

following reasons: (1) The species is considered extinct; (2) the species is considered recovered; or (3) the original data available when the species was listed, or the interpretation of such data, were in error.

The Inyo California towhee was listed as threatened in 1987, and critical habitat was designated concurrent with the listing (52 FR 28780, August 3, 1987). At the time of listing, this species was classified as the subspecies *Pipilo fuscus eremophilus*. Following the American Ornithologist Union (1989), we now recognize this subspecies as the Inyo California towhee (*P. crissalis eremophilus*). A recovery plan was published for the species in 1998 (Service 1998a). A notice initiating a 5-year review was published for the Inyo California towhee in 2006 (71 FR 14538, March 22, 2006). A 5-year review completed in 2008 recommended that the Inyo California towhee be delisted (74 FR 12878, March 25, 2009; Service 2008a, p. 20).

The arroyo toad was listed as endangered in 1994 (59 FR 64859, December 16, 1994). At the time the species was listed, it was classified as a subspecies (*Bufo microscaphus californicus*) of the southwestern toad (*B. microscaphus*). However, the taxonomy of the arroyo toad was re-examined (Gergus 1998), and as a result, in 2001, the Service formally changed the name on the List of Endangered and Threatened Wildlife to *B. californicus* (66 FR 9414, February 7, 2001). Based on a phylogenetic analysis of comparative anatomical and molecular genetic data for amphibians (Frost *et al.* 2006, p. 363), the Service again formally changed the name on the List to *Anaxyrus californicus* in 2011 (76 FR 7246, February 9, 2011). A recovery plan was published in 1999 (Service 1999). Critical habitat was designated in 2001 (66 FR 9414, February 7, 2001) and revised in 2005 (70 FR 19562, April 13, 2005). Critical habitat was revised a second time in 2011 (76 FR 7246, February 9, 2011). A notice initiating a 5-year review was published in 2008 (73 FR 11945, March 5, 2008), and a 5-year review completed in 2009 recommended that the arroyo toad be reclassified to threatened (75 FR 28636, May 21, 2010; Service 2009a, p. 31).

Indian Knob mountainbalm was listed as endangered in 1994 (59 FR 64613, December 15, 1994). Critical habitat has not been designated for this species. A recovery plan was published in 1998 (Service 1998b). A notice of review initiating a 5-year review was published

in 2006 (71 FR 14538, March 22, 2006), and a 5-year review completed in 2009 recommended that Indian knob mountainbalm be reclassified to threatened (75 FR 28636, May 21, 2010; Service 2009b, p. 15).

Lane Mountain milk-vetch was listed as endangered in 1998 (63 FR 53596, October 6, 1998). In 2005, we completed a critical habitat rulemaking process that resulted in a decision to designate zero (0) acres of critical habitat for this species (70 FR 18220, April 8, 2005). In 2011, we revised the critical habitat designation and designated 14,069 acres (76 FR 29108, May 19, 2011). No recovery plan has been completed for Lane Mountain milk-vetch. A notice initiating a 5-year review was published for the species in 2006 (71 FR 14538, March 22, 2006), and a 5-year review completed in 2008 recommended that Lane Mountain milk-vetch be reclassified to threatened (74 FR 12878, March 25, 2009; Service 2008b, p. 20)).

Modoc sucker was listed as endangered in 1985, and critical habitat was designated concurrent with the listing (50 FR 24526, June 11, 1985). At the time of listing, the Service, the California Department of Fish and Game, and the U.S. Forest Service were developing an "Action Plan for the Recovery of the Modoc sucker." The April 27, 1983, revision of this Plan was formally signed by all participants in 1984 (Service 1984). We determined that the Action Plan and its 1989 revisions adequately fulfilled the requirements of a recovery plan, and in a 1992 memorandum from the Regional Director (Region 1) to the Service's Director, we adopted it as the Recovery Plan for the Modoc sucker (Service 1992). A notice initiating a 5-year review was published for the Modoc sucker in 2006 (71 FR 14538, March 22, 2006), and a 5-year review completed in 2009 recommended that the Modoc sucker be reclassified to threatened (75 FR 28636, May 21, 2010; Service 2009c, p. 38).

Santa Cruz cypress was listed as endangered in 1987 (52 FR 675, January 8, 1987), and critical habitat has not been designated. A recovery plan was completed for the species in 1998 (Service 1998c). A notice initiating a 5-year review was published for Santa Cruz cypress in 2007 (72 FR 7064, February 14, 2007), and a 5-year review completed in 2009 recommended that Santa Cruz cypress be reclassified to threatened (75 FR 28636, May 21, 2010; Service 2009d, p. 18).

TABLE 1—PREVIOUS FEDERAL ACTIONS FOR THE SIX TAXA ADDRESSED IN THIS PETITION FINDING

Species name	Date listed and status	Critical habitat designated	Recovery plan published	Most recent 5-year review and recommendation
Inyo California towhee ( <i>Pipilo crissalis eremophilus</i> ).	August 3, 1987 (52 FR 28780). Threatened.	August 3, 1987 (52 FR 28780).	April 10, 1998 .....	September 30, 2008. Delist.
Arroyo toad ( <i>Anaxyrus californicus</i> ) .....	December 16, 1994 (59 FR 64859). Endangered.	February 9, 2011 (76 FR 7246).	July 24, 1999 .....	August 17, 2009. Downlist.
<i>Eriodictyon altissimum</i> (Indian Knob mountainbalm).	December 15, 1994 (59 FR 64613). Endangered.	None .....	September 26, 1998 ..	February 4, 2009. Downlist.
<i>Astragalus jaegerianus</i> (Lane Mountain milk-vetch).	October 6, 1998 (63 FR 53596). Endangered.	May 19, 2011 (76 FR 29108).	None .....	July 10, 2008. Downlist.
Modoc sucker ( <i>Catostomus microps</i> ) ..	June 11, 1985 (50 FR 24526). Endangered.	June 11, 1985 (50 FR 24526).	February 28, 1992 .....	August 3, 2009. Downlist.
<i>Cupressus abramsiana</i> (Santa Cruz cypress).	January 8, 1987 (52 FR 675). Endangered.	None .....	September 29, 1998 ..	August 17, 2009. Downlist.

### Species Information

The Inyo California towhee is a subspecies of the California towhee (*Pipilo crissalis*) found in the southern Argus Mountains of the Mojave Desert in Inyo County, California. This subspecies requires areas of dense riparian vegetation to provide nesting substrate, protection from predators, and shade from the desert sun. It also uses upland creosote vegetation for nesting and foraging. For more information on the life history, biology, and distribution of Inyo California towhee, see the 2008 5-year review of the species at <http://www.regulations.gov> or <http://www.fws.gov/endangered/>.

The arroyo toad is a small, dark-spotted toad that occurs in the headwaters of coastal drainages in southern California. Its breeding habitat consists of slow-moving streams with shallow pools, nearby sandbars, and adjacent stream terraces. The arroyo toad breeds and deposits egg masses in shallow sandy pools that are usually bordered by sand and gravel flood terraces. Outside of the breeding season, arroyo toads are essentially terrestrial and are known to use a variety of upland habitats. For more information on the life history, biology, and distribution of the arroyo toad, see the 2009 5-year review of the species at <http://www.regulations.gov> or <http://www.fws.gov/endangered/>.

Indian Knob mountainbalm is a perennial plant species endemic to southwestern San Luis Obispo County, California. It is a diffusely branched evergreen shrub that can reach heights of 6 to 13 feet (2 to 4 meters). New growth occurs primarily from

rhizomatous suckers (shoots extending from a root-like subterranean stem), but flowers can also produce numerous tiny seeds. Indian Knob mountainbalm occurs within coastal dune scrub and coastal chaparral plant communities where it grows on tar sand or sandy loam soils. For more information on the life history, biology, and distribution of Indian Knob mountainbalm, see the 2009 5-year review of the species at <http://www.regulations.gov> or <http://www.fws.gov/endangered/>.

Lane Mountain milk-vetch is a perennial plant species found in the west Mojave Desert in San Bernardino County, California. It typically twines up through a host shrub that it uses for structural support. Although the taproot is perennial, the aboveground portion of the plant is herbaceous and resprouts from the taproot or old stems with the first winter rains, dying back during the drier summer months. In years with little rainfall, taproots may remain dormant and few plants will be visible. In years with more rainfall, individuals may grow vegetatively and produce seed. For more information on the life history, biology, and distribution of Lane Mountain milk-vetch, see the 2008 5-year review of the species at <http://www.regulations.gov> or <http://www.fws.gov/endangered/>.

The Modoc sucker is a relatively small member of the sucker family (Catasomidae), usually reaching only 7 inches (17.8 cm) in total length when mature. It is known from three stream drainages in the Pit River Basin, including the Goose Lake subbasin in northeastern California (Modoc and Lassen Counties) and south-central Oregon (Lake County). Modoc suckers

typically occupy small, moderate-gradient streams with low summer flow. They are most abundant in pools, especially those deeper than 1 foot (0.3 m), where they graze on algae and small benthic invertebrates. For more information on the life history, biology, and distribution of the Modoc sucker, see the 2009 5-year review of the species at <http://www.regulations.gov> or <http://www.fws.gov/endangered/>.

Santa Cruz cypress is a small-statured tree in the cypress family (Cupressaceae), with mature trees reaching 82 feet (25 meters) in height. This species occurs as patches within a mosaic of coastal chaparral and mixed evergreen forests located on dry ridges inland from the coastal fog belt. At an average of 11 years of age, trees begin producing cones that slowly release seeds throughout the life of the tree. However, fire can accelerate seed release, and areas that have been recently disturbed by fire or mechanical means can produce a high number of saplings. This species is known from five populations in the Santa Cruz Mountains in Santa Cruz and San Mateo Counties, California. For more information on the life history, biology, and distribution of Santa Cruz cypress, see the 2009 5-year review of the species at <http://www.regulations.gov> or <http://www.fws.gov/endangered/>.

### Evaluation of Information for This Finding

Section 4 of the Act (16 U.S.C. 1533) and its implementing regulations at 50 CFR part 424 set forth the procedures for adding a species to, or removing a species from, the Federal Lists of Endangered and Threatened Wildlife

and Plants. A species may be determined to be an endangered or threatened species due to one or more of the five factors described in section 4(a)(1) of the Act:

- (A) The present or threatened destruction, modification, or curtailment of its habitat or range;
- (B) Overutilization for commercial, recreational, scientific, or educational purposes;
- (C) Disease or predation;
- (D) The inadequacy of existing regulatory mechanisms; or
- (E) Other natural or manmade factors affecting its continued existence.

We must consider these same five factors in delisting a species. We may delist a species according to 50 CFR 424.11(d) if the best available scientific and commercial data indicate that the species is neither endangered nor threatened for the following reasons:

- (1) The species is extinct;
- (2) The species has recovered and is no longer endangered or threatened; or
- (3) The original scientific data used at the time the species was classified were in error.

In making this 90-day finding, we evaluated whether information regarding threats to Inyo California towhee, arroyo toad, Indian Knob mountainbalm, Lane Mountain milk-vetch, Modoc sucker, and Santa Cruz cypress, as presented in the petition and other information available in our files, is substantial, thereby indicating that the petitioned actions may be warranted. Our evaluation of this information is presented below.

#### *Information Provided in the Petition*

The petitioner requested that the Service delist the Inyo California towhee, and reclassify the arroyo toad, Indian Knob mountainbalm, Lane Mountain milk-vetch, Modoc sucker, and Santa Cruz cypress based on the analysis and recommendations contained in the most recent 5-year reviews of these taxa. The petitioner cited the 5-year reviews for each of these species as supporting information for the petition.

#### *Evaluation of Information Provided in the Petition and Available in Service Files*

On March 25, 2009, we published a notice of completion of 42 5-year reviews (74 FR 12878), including the recommendation of status changes for the Inyo California towhee and Lane Mountain milk-vetch. On May 21, 2010, we published a notice of completion of 96 5-year reviews (75 FR 28636), including the recommendation of status changes for the arroyo toad, Indian

Knob mountainbalm, Modoc sucker, and Santa Cruz cypress. Status change recommendations for these species are shown in Table 1. Each 5-year review contains general background and life-history information, overview of recovery criteria, an analysis of threats specific to each taxon based on the five listing factors in section 4 the Act, and recommendation of status change, if appropriate. The petitioner cited the 5-year reviews for each of these species as supporting information for the petition, but provided no other information. We hereby cite and incorporate the data and recommendations in the 5-year reviews for each of these species. Accordingly, we have already evaluated information regarding threats as presented in the petition (see the 5-year reviews of the species at <http://www.regulations.gov> or <http://www.fws.gov/endangered/>).

The primary rationale for the recommendation in the 2008 5-year review to delist the Inyo California towhee was the substantial increase in population numbers and expansion of the species' range (Service 2008a, p. 19). Additionally, the primary threats identified at the time of listing (habitat loss due to grazing, recreation, water diversion, and mining) have been significantly reduced. Approximately 94 percent of the species' range is federally owned and measures are being implemented to conserve the species (Service 2008a, p. 19). The best available information indicated that the species no longer met the definition of endangered or threatened.

The primary rationale for the recommendation in the 2009 5-year review to downlist the arroyo toad was the achievement of the recovery plan downlisting criterion of establishing 20 self-sustaining populations of arroyo toads (Service 2009a, p. 19). Since listing the arroyo toad in 1994, new locations in areas not previously known to be occupied by arroyo toads have been discovered as a result of site-specific surveys. In addition, a new population was discovered in Monterey County, and the area known to be occupied by the original 22 populations has expanded as a result of the discovery of new arroyo toad localities. Threats to the arroyo toad identified at the time it was listed in 1994 are still present. However, many of these threats have been reduced as a result of various conservation measures undertaken for the species and management plans that include the species (Service 2009a, p. 19). The best available information indicated that the species was no longer in imminent danger of extinction and best met the definition of threatened.

The primary reason for the recommendation in the 2009 5-year review to downlist Indian Knob mountainbalm was the removal of the threat of development throughout the species' range (Service 2009b, p. 11). The best available information indicated that occurrences of Indian Knob mountainbalm were self-sustaining and stable, were no longer in imminent danger of extinction, and that the species best met the definition of threatened.

The primary reason for the recommendation in the 2008 5-year review to downlist Lane Mountain milk-vetch was the increased abundance and range of the species (Service 2008b, p. 14) compared to that at the time of listing. Additionally, information available at the time indicated that, while 20 percent of the species' range was at risk of extirpation from military exercises, most of the remaining habitat had been placed under various conservation designations. Based on this new understanding of abundance and range and the planned conservation measures, the best available information indicated that Lane Mountain milk-vetch was no longer in imminent danger of extinction and best met the definition of threatened (Service 2008b, p. 14). Since the 5-year review, new information has become available indicating that the number of individuals has declined between 2001 and 2011. The information provided with the petition, as well as new information contained in our files, will be evaluated in the 12-month finding.

The primary rationale for the 2009 5-year review recommendation to downlist the Modoc sucker was the substantial reduction in the threats of habitat modification, range reduction, and hybridization (Service 2009c, p. 26). Habitat conditions on both public and private lands have shown substantial improvement. The distribution of known populations has remained stable or expanded over the past 20 years. A greater understanding of genetic relationships and natural gene flow between the Modoc and Sacramento sucker has reduced concerns about hybridization between the species. The principal remaining threat is predation by nonnative fishes, in particularly brown trout (*Salmo trutta*) and largemouth bass (*Micropterus salmoides*). Based on the increased range and reduction of threats, the best available information indicated that the Modoc sucker was no longer in imminent danger of extinction and best met the definition of threatened (Service 2009c, p. 26).

The primary reasons for the 2009 5-year review recommendation to downlist Santa Cruz cypress were the reduction in threats and survey information indicating there are a substantially greater number of individuals than were known at the time of listing (Service 2009d, p. 12). The threats of residential development, agricultural conversion, and logging have decreased since the time of listing, primarily as a result of land acquisition for conservation purposes. The species still faces threats to its long-term persistence due to a low level of regeneration. Based on the reduced threats and increased abundance, the best available information indicated that Santa Cruz cypress was no longer in imminent danger of extinction and best met the definition of threatened (Service 2009d, p. 12).

Any additional information we receive in response to this finding will be incorporated into our status review.

#### **Finding**

On the basis of our determination under section 4(b)(3)(A) of the Act, we have determined that the petition and information in our files present substantial scientific or commercial information indicating that delisting the Inyo California towhee and reclassifying from endangered to threatened the arroyo toad, Indian Knob mountainbalm, Lane Mountain milk-vetch, Modoc sucker, and Santa Cruz cypress may be warranted. This finding

is based on information provided in our analyses of the threats to each taxon contained in the most recent 5-year reviews for each of these taxa.

Because we have found that the petition presents substantial information indicating that delisting the Inyo California towhee, and reclassifying the arroyo toad, Indian Knob mountainbalm, Lane Mountain milk-vetch, Modoc sucker, and Santa Cruz cypress may be warranted, we are initiating status reviews for the taxa to determine whether the petitioned actions of delisting or reclassifying are warranted.

The "substantial information" standard for a 90-day finding differs from the Act's "best scientific and commercial data" standard that applies to a status review to determine whether a petitioned action is warranted. A 90-day finding does not constitute a status review under the Act. We will complete a thorough status review of each species following a substantial 90-day finding. In the resulting 12-month finding, we will determine whether a petitioned action is warranted. Because the Act's standards for 90-day and 12-month findings are different, as described above, a substantial 90-day finding does not mean that the 12-month finding will result in a warranted finding.

#### **5-Year Reviews**

Section 4(c)(2)(A) of the Act requires that we conduct a review of listed species at least once every 5 years. We are then, under section 4(c)(2)(B), to

determine on the basis of such a review whether or not any species should be removed from the List (delisted), or reclassified from endangered to threatened, or threatened to endangered. Our regulations at 50 CFR 424.21 require that we publish a notice in the **Federal Register** announcing those species currently under active review. This notice announces our active review of the Inyo California towhee, arroyo toad, Indian Knob mountainbalm, Lane Mountain milk-vetch, Modoc sucker, and Santa Cruz cypress.

#### **References Cited**

A complete list of references cited is available on the Internet at <http://www.regulations.gov> and upon request from the Klamath Falls or Ventura Fish and Wildlife Offices (see **FOR FURTHER INFORMATION CONTACT**).

#### **Authors**

The primary authors of this notice are the staff members of the U.S. Fish and Wildlife Service Pacific Southwest Regional Office in Sacramento, California.

**Authority:** The authority for this action is the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*).

Dated: May 17, 2012.

**Gregory E. Siekaniec,**  
*Acting Director, U.S. Fish and Wildlife Service.*

[FR Doc. 2012-13425 Filed 6-1-12; 8:45 am]

**BILLING CODE 4310-55-P**

July 17, 2012

Public Comments Processing, Attn: FWS-R8-ES-2012-0026  
Division of Policy & Directives Management  
U.S. Fish & Wildlife Service  
4401 N. Fairfax Drive, MS 2042-PDM  
Arlington, VA 22203

RE: Delisting of the Inyo California Towhee

U.S. Fish & Wildlife Service:

The Inyo County Board of Supervisors has reviewed the proposal to delist, as a threatened species under the 1973 Endangered Species Act, the Inyo California towhee (*Pipilo crissalis eremophilus*), as published in the June 4, 2012, edition of the Federal Register.

The Board notes that the U.S. Fish & Wildlife Service, in its most recent five-year review of the species (2009), has already recommended delisting of the towhee, based on a substantial increase in population, an expansion of the species range, and a significant reduction of threats.

As a result, the Board supports the delisting of the towhee, with the understanding, as noted in the Federal Register, that approximately 94% of the species range is federally owned.

The Board appreciates this opportunity to comment on the Service's work.

Respectfully,

Marty Fortney  
Chairman, Inyo County Board of Supervisors

Cc:



## AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

21

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** Saline Valley Warm Springs Management Plan and Environmental Impact Statement

**RECOMMENDATION:** Authorize the Chair to sign correspondence regarding the Environmental Impact Statement for the Saline Valley Warm Springs Management Plan and authorize the Chair to sign the Memorandum of Understanding Amongst the National Park Service, Death Valley National Park, the Bureau of Land Management, Timbisha Shoshone Tribe, and Inyo County Regarding the NEPA Process for the Saline Valley Management Plan/EIS.

**SUMMARY DISCUSSION:** The National Park Service (NPS) is beginning preparation of a Management Plan and Environmental Impact Statement (EIS) pursuant to the National Environmental Policy Act (NEPA) for the Saline Valley Warm Springs area of Death Valley National Park (refer to Attachment 1).<sup>1</sup> NPS has invited the County to be a cooperating agency for the EIS. At its April 24, 2012 meeting, the Board authorized staff to investigate entering a Memorandum of Understanding (MOU) for the process.

Staff believes that there is a high level of local interest in the Plan due to the recreational opportunities afforded in Saline Valley, and therefore recommends that the County participate as a cooperating agency. County Counsel has reviewed the MOU (refer to Attachment 2), and has not identified any concerns.

Scoping comments are due by August 6, 2012. Staff has prepared a draft response to the request for scoping comments for the Board's consideration (Attachment 3). Based on previous Board discussions, the primary issue of concern is accommodating the recreational interest at the springs. The Environmental Health Director previously expressed concern about the applicability of pool standards to the developed springs; it has been determined that since the springs are in the Park, these standards are inapplicable.

**ALTERNATIVES:**

The Board could not enter into the MOU, and instead direct staff to monitor plan development and provide input into the NEPA public comment process. This is not recommended as there is a high level of local interest in the Plan and cooperating agency status provides greater opportunities to influence Plan development than through the NEPA public comment process.

**OTHER AGENCY INVOLVEMENT:**

National Park Service, Bureau of Land Management, Timbisha Shoshone Tribe

**FINANCING:**

Resources from the general fund are utilized to monitor federal activities.

<sup>1</sup> Refer to <http://parkplanning.nps.gov/SalineValleyScoping> for more information.

**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.)  
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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



Date: 7-11-12

Attachment:

1. Scoping Information
2. MOU
3. Draft Correspondence



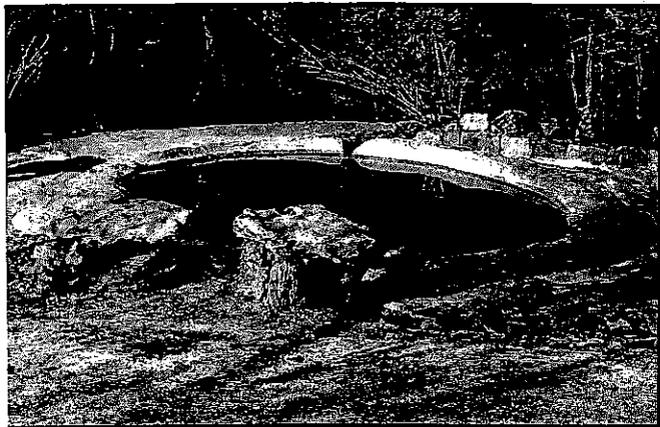
## Saline Valley Warm Springs Management Plan and Environmental Impact Statement

Death Valley National Park is pleased to announce the initiation of the process for developing the Saline Valley Warm Springs Management Plan. The project would create a management plan and environmental impact statement for the Saline Valley Warm Springs area of the park. The completed plan will provide a basis for guiding management actions and making decisions within this remote yet popular area. The plan is being created as directed in the park's General Management Plan (GMP), to provide specific direction of the management of the Saline Valley Warm Springs.

### Purpose

The purpose of the Saline Valley Warm Springs Management Plan/EIS is to:

- Provide a framework for natural and cultural resources management at the Warm Springs area;
- Provide a framework for administration and operations at the Warm Springs area;
- Provide a framework for managing visitor use at the Warm Springs area;
- Provide guidance for Death Valley National Park managers as they work with various stakeholders of the Warm Springs area; and
- Balance management of natural resources, ethnographic resources, and visitor use.



### Need for Action

The Saline Valley Warm Springs Management Plan/EIS is needed to:

- Complete the management plan as directed in the GMP;
- Include the Timbisha Shoshone Tribe in the planning process;
- Understand the visitor experience;
- Based on visitor use, identify desired future conditions for Park resources;
- Direct resource management and protection actions;
- Address the control of exotic invasive species;
- Analyze options for the active restoration of Upper Spring to a natural condition;
- Address sanitation and safety concerns at the Saline Valley Warm Springs area;
- Address safety and resource concerns at the Chicken Strip airstrip;
- Establish maintenance responsibilities and priorities for existing facilities;
- Address the need for the replacement or removal of deteriorating facilities;
- Reconcile existing practices and proposed actions with NPS policies; and
- Respond to changing conditions as a result of increased visitation.

### The Overall Objectives of this Plan include:

- Create a strategy for management of the area consistent with NPS mandates and policies;
- Provide for public health and safety;
- Ensure cooperation and coordination with the Timbisha Shoshone to understand existing issues and future planning;
- Understand and articulate the complex relationship between stakeholders and user groups;
- Develop environmental restoration objectives/plans/strategies;
- Provide a basis for protecting natural and cultural resources;
- Work with groups associated with the springs to manage this place in a manner where all members of the public feel welcome; and
- Provide a basis from which to respond to future conditions in Saline Valley.

### Goals of the Scoping Process

Through this scoping process, the NPS intends to:

- Articulate the management opportunities and directives of the NPS policies.
- Engage a broad spectrum of the interested public and relevant agencies in the National Environmental Policy Act (NEPA) process.

### Questions to Consider

- What types of recreational use of Saline Valley Warm Springs are important to you?
- What visitor activities do you feel are appropriate in the Saline Valley Warm Springs area?
- What are your thoughts on management of feral burros in Saline Valley?
- How do you feel about the camping situation at the springs?
- Do you have suggestions about how NPS can best manage the increase in visitors to Warm Springs over the next 15-20 years?
- Do you have any concerns about the use of the Chicken Strip airstrip?



# **MEMORANDUM OF UNDERSTANDING**

**Among the National Park Service, Death Valley National Park  
and  
the Bureau of Land Management, Timbisha Shoshone Tribe, and Inyo County**

**Regarding the NEPA Process for the Saline Valley Management Plan/EIS**

## **I. CONTEXT**

The National Park Service (NPS) is beginning the preparation of a Saline Valley Management Plan and Environmental Impact Statement (EIS) to guide future management of the Saline Valley Warm Springs area of Death Valley National Park (Park).

On June 5, 2012, the National Park Service published a Notice of Intent (NOI) for the EIS. The NOI indicates that through the EIS process, the NPS will evaluate different approaches for managing the Saline Valley Warm Springs area to determine the potential impacts on visitor access, asset management, water resources, biological and cultural resources, human health and safety, aesthetics, visitor experience, wilderness character, and other stewardship considerations. Alternatives to be considered include no-action and reasonable action alternatives, such as establishing designated camping areas, limiting further development of the springs, restoration or partial restoration of the springs, and either closure or authorization of the nearby airstrip.

Cooperating agency participation is intended to enable effective communication among government entities and provide relevant information to be used in the forthcoming NPS decision.

The parties to this MOU are the National Park Service, the Bureau of Land Management, the Timbisha Shoshone Tribe and the County of Inyo, collectively referred to as the Parties.

## **II. PURPOSE**

As established in the Council on Environmental Quality (CEQ) regulations, 40 C.F.R. Part 1500-1508, Executive Order 13352 on cooperative conservation, and the Department of the Interior NEPA regulations (43 C.F.R. §§ 46.225, 46.330), Interior bureaus will cooperate with all cooperating agencies that have jurisdiction by law or special expertise to the "fullest extent possible." As the chair of CEQ emphasizes, "cooperating agency status is a major component of agency stakeholder involvement that neither enlarges nor diminishes authority of any agency involved in the NEPA process" and "whether to invite, accept or end cooperating agency status" should be determined "on a case-by-case basis considering all relevant information and factors." (January 30, 2002, CEQ Memorandum for the Heads of Federal Agencies).

Accordingly, the purpose of this Memorandum of Understanding (MOU) is to establish the signatories as cooperating agencies in the development of the Saline Valley Management Plan/EIS. The

cooperating agencies agree and commit to engage as Cooperators as set forth in Section VI "Roles and Assignment of Issues."

As the Lead Agency, the NPS has sole and ultimate decision-making authority for the content of the EIS and decision recorded in the Record of Decision (ROD) for the Saline Valley Management Plan/EIS. NPS will fully consider the views of the cooperating agencies in developing the EIS and ROD.

The parties recognize this MOU defines the working relationships among the parties for this EIS. It does not infer any contractual relationship, nor does it constitute an assumption of liability for any action by the other parties.

### **III. STATEMENT OF MUTUAL UNDERSTANDING OF COOPERATING AGENCY WORK**

All parties recognize the purpose of cooperating agency status is to provide the decision-maker with the information necessary to make informed and timely decisions.

All parties recognize NPS is the decision-maker and Lead Agency and recognize this EIS is not an agreement-seeking or shared decision-making process.

All parties report they want to communicate candidly about the relevant substantive and procedural aspects of the forthcoming EIS work and keep the door open for future problem solving and dialogue.

All parties recognize that governmental decisions by each cooperating agency affect the overall situation of the community and region.

All parties recognize a shared interest in routine and regular communication of relevant and timely information.

All parties acknowledge a mutual interest in minimizing travel and meeting time while maximizing awareness and give and take among NPS and Cooperators about when and how to contribute their special expertise.

All parties recognize their mutual needs to hear back from NPS specifically about how their data or special expertise was understood and used, or not used, in the EIS process.

All parties understand there are no, or minimal, travel or meeting expectations connected to this process.

### **IV. JURISDICTION & AUTHORITIES**

It is understood that each party continues to exercise its respective jurisdictional authorities and that the cooperation extended to other parties to this MOU does not transfer any jurisdictional roles or responsibilities.

This MOU is based on and consistent with the authorities provided in the following:

- National Environmental Policy Act of 1969, as amended, 42 U.S.C. § 4321 et seq.

## **V. RELEVANT GUIDANCE FROM COUNCIL ON ENVIRONMENTAL QUALITY AND THE DEPARTMENT OF INTERIOR**

The establishment of this MOU is consistent with the following authorities:

- Council on Environmental Quality (CEQ) regulations, 40 C.F.R. Parts 1501-1508
- Executive Order 13352 on cooperative conservation
- Department of Interior NEPA regulations, 43 C.F.R. Part 46

## **VI. RESPECTIVE ROLES AND ASSIGNMENT OF ISSUES**

### **NPS Lead Agency Roles and Responsibilities**

The National Park Service will:

1. Prepare the draft and final EIS and be responsible for the quality and content of these documents. The NPS will be solely responsible for selecting the preferred alternative during the EIS process.
2. Exercise sole decision making authority for the Record of Decision.
3. Seek meaningful input from the cooperating agencies, non-governmental stakeholder groups, and the general public primarily at key moments in the EIS process, including: during scoping and during the public review of the draft EIS.
4. Provide the cooperating agencies with an opportunity to review internal draft alternatives.
5. Keep the cooperating agencies informed about the timeframes for public scoping, information needs, alternatives under consideration, and public comments.
6. Hold joint cooperating agency meetings as deemed necessary by the NPS and the cooperating agencies.
7. Inform cooperating agencies how and where cooperating agency data, information, or input was incorporated into, or considered in, the EIS, and how it may have influenced NPS decisions.
8. Inform the public and decision makers of the potential direct, indirect, and cumulative impacts of the proposed action and a reasonable range of alternatives as well as potential means to mitigate those impacts.
9. In the EIS, identify the cooperating agencies and acknowledge the roles and responsibilities of each cooperating agency and its specific responsibilities in participating as a cooperating agency.
10. Share substantive public comments pertinent to cooperating agencies' areas of expertise, as requested by the cooperating agencies.

Each Cooperator has a unique role in this process, as described below, related to its own special expertise and jurisdiction provided by law.

**Bureau of Land Management (BLM) Roles and Assignment of Issues:**

1. Represent the BLM district(s) adjacent to the Park and the ecosystem.
2. Provide the NPS data on visitor use trends and management history collected by the BLM prior to the acquisition of Saline Valley by the NPS in time to be included in the Draft EIS.
3. Provide review and comment on the Internal Draft Alternatives and Internal Draft EIS to the lead agency. Unless otherwise arranged, BLM comments on the Internal Draft Alternatives and Internal Draft EIS will be provided to the NPS within two (2) weeks of receipt of each document.

**Inyo County Roles and Assignment of Issues:**

1. Represent the County that encompasses this region of the Park.
2. Provide local political perspectives to give the NPS team the broadest possible context for the NEPA work.
3. Provide County level transportation data and information regarding health and sanitation requirements in time to be included in the Draft EIS.
4. Provide review and comment on the Internal Draft Alternatives and Internal Draft EIS to the lead agency. Unless otherwise arranged, Inyo County comments on the Internal Draft Alternatives and Internal Draft EIS will be provided to the NPS within two (2) weeks of receipt of each document.

**Timbisha Shoshone Tribe Roles and Assignment of Issues:**

1. Represent the Tribe in a government-to-government relationship.
2. Provide Tribal perspectives to give the NPS team the broadest possible context for the NEPA work.
3. Provide cultural resources information as appropriate, and review of assumptions regarding cultural and other resources, in time to be included in the Draft EIS.
4. Provide review and comment on the Internal Draft Alternatives and Internal Draft EIS to the lead agency. Unless otherwise arranged, Timbisha Shoshone comments on the Internal Draft Alternatives and Internal Draft EIS will be provided to the NPS within two (2) weeks of receipt of each document.

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**VII. EFFECTIVE DATES AND TERMINATION**

This MOU will be effective from the date of the last signature and will continue until the Record of Decision is signed.

NPS may exercise its right to end the participation of any cooperating agency if NPS deems the situation warrants such action. (see, e.g., CEQ Memorandum for the Heads of Federal Agencies, January 30, 2002)

Any party may terminate its participation in this MOU when that party provides thirty (30) days written notice of such termination to the other parties.

## **VIII. AMENDMENTS AND UNDERSTANDINGS ABOUT CONFLICT RESOLUTION**

Any party to this MOU may request an amendment to the MOU. This MOU may only be modified by mutual written consent of the Parties.

If an issue arises that cannot be resolved within 14 days at the primary contact level identified in Section IX, the issue will be referred to the Superintendent of Death Valley National Park and the district or regional (or tribal) head of the agency involved. If the Superintendent and the district/regional/tribal representative cannot resolve the conflict within 20 days, the Superintendent will decide the issue and inform the cooperating agencies of the resolution.

## **IX. PRIMARY CONTACTS FOR THIS MOU**

### **Federal Agencies**

National Park Service: Sarah Craighead, Superintendent, Death Valley National Park  
Bureau of Land Management: Michael Reiland, Field Manager, Ridgecrest Field Office

### **County Agency**

Inyo County: Joshua Hart, Planning Director

### **Tribal Agency**

Timbisha Shoshone Tribe: George Gholson, Chairman

## **X. STANDARD CONDITIONS:**

- A. AUTHORITIES.** Nothing in this MOU shall be construed to extend the jurisdiction or decision-making authority of any party to this MOU beyond that which exists under current laws and regulations. Nothing in this MOU shall be construed as limiting or affecting the authority or legal responsibility of any party, or as binding any party to perform beyond the respective authority of each, or to require any party to assume or expend any specific sum of money. The provisions of this MOU are subject to the laws and regulations of the State of California; the laws of the United States; and the regulations of the Department of the Interior, as they may be applicable. Nothing in this MOU shall be construed as affecting the decision-making requirements of any party or impairing the independent judgment of each party regarding policy decisions.
- B. RELEASE OF INFORMATION.** Except as required by court order or ruling, no cooperating agency will release any pre-decisional or deliberative material, or working information or documents, to the public other than through an approved Freedom of Information Act request or comparable state law-based process, or unless the Lead Agency itself has already disseminated the specific materials to the public. The cooperating agencies expressly agree that internal drafts of

alternatives and the internal draft of the EIS constitute pre-decisional, deliberative material. The cooperating agencies agree to consult in advance with the Lead Agency if the cooperating agency believes that it is legally required to release any such information. The cooperating agency shall inform the Lead Agency in advance of the intended release date of the information.

- C. LEGAL RIGHTS AND REMEDIES.** Nothing in this MOU shall be construed to alter the legal rights and remedies that each party would otherwise have. No party waives any legal rights or defenses by entering into this MOU or participating in the process contemplated hereby.
- D. SOVEREIGN IMMUNITY.** The cooperating agencies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- E. SEVERABILITY.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any party may seek to renegotiate the terms affected by the severance.
- F. THIRD PARTY BENEFICIARY RIGHTS.** The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only among the Parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU.
- G. NON-FUND OBLIGATION DOCUMENT.** This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate rules, policies, and statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Nothing herein constitutes a binding commitment to fund any of the proceedings encompassed by the MOU. Any specific cost sharing or funding shall be executed separately through other funding mechanisms, as deemed necessary and appropriate by each of the signatories.
- H. PARTICIPATION IN SIMILAR ACTIVITIES WITH OTHER ENTITIES.** This MOU in no way restricts any of the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

## Attachment 1 to Cooperating Agency Agreement

### Scheduling of Tasks and Interim Products as of June 2012

Notice of Intent published in Federal Register	June 2012
Scoping period closes	August 2012
Process agreement(s) with cooperating agencies	August 2012
Public and Cooperating Agency Comment Period on Alternatives	January 2013
Public and Cooperating Agency Comment Period on DEIS	March 2014
Release of FEIS	May 2015
Issue Record of Decision	Sept 2015
Decision Implemented	Dec 2015

**XI. APPROVALS**

\_\_\_\_\_  
**For the Timbisha Shoshone Tribe**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**For Inyo County**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**For the Bureau of Land Management**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**For Death Valley National Park**

\_\_\_\_\_  
**Date**

July 17, 2012

Attn.: Saline Valley Management Plan  
Superintendent, Death Valley National Park  
PO Box 579  
Death Valley, CA 92328

**Re: Saline Valley Warm Springs Management Plan and Environmental Impact Statement**

Dear Ms. Craighead,

On behalf of the Inyo County Board of Supervisors, thank you for inviting us to participate as a Cooperating Agency in developing the Saline Valley Warm Springs Management Plan and associated Environmental Impact Statement (EIS). We are pleased to accept this offer, and the Board has authorized me to sign the Memorandum of Understanding provided by the Park effectuating the Cooperating Agency status (attached).

We have reviewed the scoping information provided by the Park, and we agree with the proposed scope of the EIS. We know that there is a highly involved group of users that recreate at the warm springs, and we encourage the Park to involve them in the process. As you know, Inyo County encourages access to its natural wonders, and we encourage the Park to strive to maintain and increase access to the project area through this process. Our General Plan provides the County's vision for access issues, as well as other topics that might be relevant to the Plan; the General Plan may be viewed online at [http://inyoplanning.org/general\\_plan/goals.htm](http://inyoplanning.org/general_plan/goals.htm).

Thank you. If you have any questions, please contact the County's Administrative Officer at (760) 878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us).

Sincerely,

Marty Fortney, Chair  
Inyo County Board of Supervisors

Attachment



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

For Clerk's Use Only:  
AGENDA NUMBER

22

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

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** Final County of Inyo Community Project Sponsorship Grant Payments for the Laws Museum Geocache Event; the Inyo Council for the Arts Inyo Frame Project and Student Art Exhibit; and the Bishop Chamber of Commerce Inyo County "FAM" Tours; Backyard History Videos; and California High School State Finals Rodeo.

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve final Community Project Sponsorship Grant payments, from the 2011-12 Advertising County Resources budget, 011400, to the Bishop Museum and Historical Society in the amount of \$743.41 for its LOCOMotive Geocache Event; \$2,000 to the Inyo Council for the Arts Inyo Frame Project; and \$200 for the 2012 Student Art Show; \$4,500 to the Bishop Area Chamber of Commerce and Visitors Bureau for the 2012 California High School State Finals Rodeo; \$750 for the 2012 "FAM (Familiarization) Tours," and \$3,750 for the Backyard History Video Project.

**SUMMARY DISCUSSION:** The Bishop Museum and Historical Society (Laws Museum) was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$1,500 in November of 2011 to help sponsor the second annual LOCOMotive Geocache Event. After contracts were finalized, half the grant funds (\$750) were disbursed to the Society. The Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,250. The Society also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material. The event attracted more than 90 people from the area, a pair from Germany taking a geocache vacation, and a happily surprised group of 40 on a bus tour from Las Vegas.

The Inyo Council for the Arts was awarded a FY 2011-12 Community Project Sponsorship Grant in the amount of \$4,000 in November 2011 for its Inyo Frame Project. After contracts were finalized, half the grant funds (\$2,000) were disbursed to the Council. The Council has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$2,000 in grant funding. The Arts Council also provided evidence that Inyo County was prominently mentioned as a sponsor of the project in ads and other promotional material. Inyo Frame used print and digital, web-based media to promote its Travel Guide for Photographers and Artists brochure. The web-based version of Inyo Frame contains up-to-date information about photography, music and *plein* air painting workshops and other art-related events and groups in the area. Links to the digital travel guide have been provided to local chambers.

The Inyo Council for the Arts was awarded a FY 2011-12 Community Project Sponsorship Grant in the amount of \$800 in November 2011 for its 2012 Student Art Exhibit. After contracts were finalized, half the grant funds (\$400) were disbursed to the Council. The Council has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$400 in grant funding. The Council also provided evidence that Inyo County was prominently mentioned as a sponsor of the project in ads and other promotional material. Local teachers selected a wide array of student art in diverse media for the art show at the Art Council Gallery, which provided recognition and encouragement to young artists.

The Bishop 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 host the 2012 California High School Rodeo State Finals Championship. 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 Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event. In June 2012, about 250 high school rodeo athletes arrived in Bishop. The athletes, their families, fans, friends and spectators spent a week competing at the Tri-County Fairgrounds. Once again, the Chamber, local businesses, and the community provided outstanding support for the event in the form of volunteer hours, donations and creating an exceptional experience for the high school athletes and everyone else associated with this prestigious championship event.

The Bishop Area Chamber of Commerce and Visitors Bureau was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$1,500 in November of 2011 to help sponsor "FAM Tours" that would take frontline service providers in local hospitality and tourism-related businesses to visit and learn about the wide variety of attractions for visitors in the county. After contracts were finalized, half the grant funds (\$750) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$750. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event. Twenty-two people, including representatives from motels, RV campgrounds, restaurants and other local business, toured attractions from Bishop to Lone Pine and learned local history and lore. Tour participants and the organizers agreed the FAM tours "will definitely have a far reaching and long lasting impact on our efforts to promote tourism in our region."

The Bishop Area Chamber of Commerce and Visitors Bureau was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of \$7,500 in November of 2011 to create two professionally produced, high-quality digital videos highlighting some of Inyo County's unique and intriguing historical assets. After contracts were finalized, half the grant funds (\$3,750) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,750. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event. The firm Backyard History was contracted to create the videos, entitled "Pioneering History: Laws Railroad Museum," and "Treasures of Independence." The Chamber has made the videos available to businesses, chambers, visitor centers, etc.

**ALTERNATIVES:** The Board could deny the request

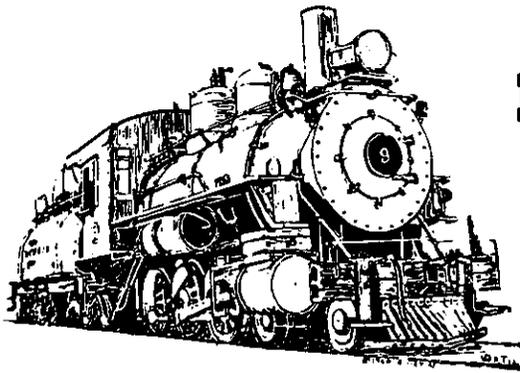
**OTHER AGENCY INVOLVEMENT:** County Administrative Officer, and Auditor/Controller.

**FINANCING:** The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2011-12, Advertising County Resources Budget (011400), Professional Services (5265).

**APPROVALS**

COUNTY COUNSEL:  <p style="text-align: center;">N/A</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 style="text-align: right;">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  <p style="text-align: right;">Approved: <u>[Signature]</u> Date <u>7/10/12</u></p>
PERSONNEL DIRECTOR:  <p style="text-align: center;">N/A</p>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  <p style="text-align: right;">Approved: _____ Date _____</p>

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 7-11-12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)



# LAWS RAILROAD MUSEUM & HISTORICAL SITE

OPERATED BY THE . . .

BISHOP MUSEUM & HISTORICAL SOCIETY  
P. O. BOX 363, BISHOP, CALIFORNIA 93515  
TELEPHONE (760) 873-5950

June 28, 2012

Inyo County Administration  
Attn: Laura Piper  
P.O. Drawer N  
Independence, CA 93526

Dear Ms. Piper,

Thanks to the Community Project Sponsorship Program Grant received by the Laws Railroad Museum our LOCOMotive #2 Geocache Event was, again, a success. The idea of geocaching is quickly catching on in the Eastern Sierra.

Please find enclosed the Final Report and Final Reimbursement request for the 2011/2012 event.

If additional information should be needed, please contact me at the Laws Railroad Museum office.

Sincerely,

Barbara Moss  
Administrator

## **LOCOMotive #2 Geocache Event**

We would like to thank the County of Inyo for funding this event through the Community Project Sponsorship Program.

The LOCOMotive #2 Geocache Event was a great success. Local geocachers hid five geocaches on the Laws grounds and helped student geocachers find the caches. Families who geocache went off on their own to find the caches. Display tables were set up to display sample geocaching containers, travel bugs and a computer was available to allow attendees to sign up for geocaching.com. Many of the attendees brought photo albums of their geocaching adventures and were on hand to answer any questions that anyone had.

The event brought over 90 attendees from all over the country. Bishop 58, Big Pine 7, Nevada 9, Mono County 6, Southern California 7 and 2 avid Geocachers from Germany who were on a geocaching vacation in the US. Also at the event was a Las Vegas bus tour of 40 that was at Laws and they participated in the event. Please see attached geocaching.com printout to see the comments of some of the attendees.

The highlight of the day was the geo raffle. We raffled 2 Garmin GPS units to the new and active geocachers. This year Garmin donated shirts and other geocaching gear so everyone went home with a prize. Laws gift certificates and other items were raffled off. Kevin and Lis Mazzu of McDonalds donated water, snacks and Be My Guest cards for everyone in attendance. Schat.net provided an internet connection for us to use on the grounds.

Many of the out of town attendees stayed after the event to tour the museum. One local geocacher gave demonstrations at the Stamp Mill. Everyone enjoyed the day and would like Laws to host LOCOMotive #3 next year.



Next weekend Laws Railroad Museum will be home to a unique geocaching event, complete with hidden treasures and information booths about various local activities. File photo

## Geocaching event at Laws

**It won't take a GPS to find fun next weekend**

Register Staff

Laws Railroad Museum will host its second annual LOCOMotive Geocache Event from 11 a.m.-3 p.m. Saturday, May 19.

Geocaching is a high-tech treasure hunting game played throughout the world by adventure seekers equipped with GPS devices. The basic idea is to locate hidden containers, called geocaches, outdoors and then share the experiences online. Anyone can use coordinates found on Geocaching.com to locate

geocaches.

"This is going to be a great community event for those who want to learn about geocaching and network with fellow geocachers from outside our area," a press release from Laws states. "The event will have geo raffles and a chance to win a GPS unit" and it's all free.

During the event, information tables will be set up at Laws with brochures on geocaching. Local geocachers will be available to teach newcomers how to use their GPS unit to find Geocaches will be hidden at Laws.

Organizers said the friendly atmosphere gives everyone a chance to find the hidden treasure.

People of all age groups can participate in geocaching, including individuals, families with children, students, adults and retirees.

"Geocaching is a great way to bring friends and family together while having fun outdoors and learning about our local history," the press release states. "Inyo County has over 800 geocaches for you to enjoy."

Everyone is invited to attend and bring a picnic lunch.

This event is sponsored and funded by the County of Inyo. McDonalds will provide the snacks and water and Garmin has donated raffle prizes.

For more information, call (760) 873-4676.



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You are here: Home > Geocache, anyone?



MAMMOTH HOSPITAL Southern Sierra Health Care District, LLC www.mammothhospital.com (760) 934-3311 Your Medical Home in the High Sierra

### Geocache, anyone?

by Bennett Kessler on MAY 15, 2012 in GOV

What is geocaching? It's sleuthing for hidden treasures with the use of a GPS unit and other navigational devices. Thousands of people are into geocache activities and travel literally all around the world to practice their hobby. A large geocache event will unfold near Bishop on Saturday.



Laws Railroad Museum will host the 2nd annual Locomotive Geocache Event from 11:00 am - 3:00 pm. This event is free of charge. Those who attend can learn about geocaching and network with fellow geocachers from outside our area. The event will offer geo raffles and a chance to win a GPS unit.

Information tables will be on site with brochures on geocaching. Local geocachers will be available to teach you how to use your GPS unit. Geocaches will be hidden at Laws so everyone can have a chance to find the hidden treasure.

People from all age groups can participate in geocaching, including individuals, families with children, students, adults and retirees. Geocaching is a great way to bring friends and family together while having fun outdoors and learning about our local history. Inyo County has over 800 geocaches for you to enjoy.

Geocaching is a high-tech treasure hunting game played throughout the world by adventure seekers equipped with GPS devices. The basic idea is to locate hidden containers, called geocaches, outdoors and then share your experiences online. Anyone can use coordinates found on Geocaching.com to locate geocaches.

Come and spend the day at Laws and learn the art of geocaching and visit the new exhibits. Bring a picnic lunch. This event is sponsored and funded by the County of Inyo. McDonalds will provide the snacks and water and Garmin has donated raffle prizes. For more information call .

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Virtual Transportation Museum Travel back in time

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Energy Saving Tips at work or at home HIGH SIERRA ENERGY FOUNDATION Find them all right here >>

Eastside Business Guide Yes, we're open!



County of Inyo  
Community Project Sponsorship Program  
Attn: Jon Klusmire  
P.O. Drawer N  
Independence, CA 93526

June 30, 2012

Dear Mr. Klusmire and Members of the Inyo County Board of Supervisors:

Please find enclosed Inyo Council for the Arts' request for final reimbursement related to the recently completed CPSP project – Inyo Frame. We are requesting the final payment of \$2000.00 at this time.

ICA is grateful for the continued support we receive from Inyo County for projects such as this which benefit the artistic community of Inyo County, enhance visitation, and contribute to the economy of our whole region. The Inyo Frame project creates an infrastructure that will support artistic tourism to Inyo County long into the future. Links to the travel guide have been sent to local chamber of commerce websites, as well as [theothersideofcalifornia.com](http://theothersideofcalifornia.com). The website compliments brochures currently available to the traveling public throughout the Eastern Sierra. Included on the website is an updateable calendar of photography, music, and plein air painting workshops and camps offered in Inyo County.

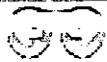
Along with the reimbursement request form and related expense documentation, we have included some screen shots of the new web-based travel guide, the workshop calendar, and the Inyo County logo. The site can be accessed at [www.inyo.org](http://www.inyo.org). We would be happy to present a demonstration of the website to the Inyo County Board of Supervisors if so desired. We hope that you find our submittal complete; however if you should have any questions or require further information, please do not hesitate to contact our office.

Once again, thank you for your continued support!

Sincerely,

Lynn Cooper, Executive Director  
Inyo Council for the Arts





inyo.org old coyote moon

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Favorites AOL Mail Comics Find a Business Find a Person Free Hotmail Groups@AOL Maps and Directions Netscape

http://www.inyocounty.us/C... Inyo Council for the Arts ... X Home Page Safety Tools

### Millpond Music Festival

### Inyo Council for the Arts

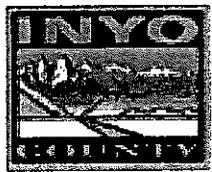
### Become a Member



A community which encourages, supports and fosters art empowers its citizens to live, work and think creatively! Please support ICA by joining or renewing your membership today. Thank you for your support!

**Millpond Music Festival**  
September 21-23, 2012  
Tickets and Camping will go on sale April 2nd, 2012!

**Inyo Council for the Arts**  
137 South Main Street Bishop, CA 93514  
tel: +1-760-873-8014  
[InyoArts@inyo.org](mailto:InyoArts@inyo.org)



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▼ TRAVEL GUIDE

- Overview
- Alabama Hills
- Ancient Bristlecone Pine Forest
- Bishop Creek Canyon
- Buttermilk Country
- Death Valley
- Fall Colors
- Mt Whitney
- Night Sky
- Wildlife

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Contact Us

**Inyo Council for the Arts**  
 bishop, california

home about us >> calendar >> music >> arts >> the gallery >>

**TRAVEL GUIDE**  
 for photographers + artists

# Alabama Hills



## IICA Calendar of Events

July 2012

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

ALABAMA HILLS: From the center of Lone Pine, turn west onto Whitney Portal Road, go 2.5 miles, then

Contact Us



16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

**ALABAMA HILLS:** From the center of Lone Pine, turn west onto Whitney Portal Road, go 2.5 miles, then turn right on Movie Road (dirt). This area has long been used as a film location (think Hop A Long Cassidy, John Wayne, etc.) and is one of the most highly photographed areas in California. Ambling among formations of weathered, golden granite, it's easy to see why these dry hills and boulders, backed by the snowy Sierra, have attracted movie crews since the film industry's earliest days. Hills and boulders, near the snowy Sierra, have attracted film crews since the earliest days.



Art by: Pat Crowther - I paint in watercolor, oil, pastel, pen, ink, and pencil. Sierra views, desert scenes, southwest, portraits and botanical illustrations are my main subject matter. I am a member of the Easter Sierra Plein Air Artists, a group that meets every Tuesday.



Contact Us



More Information

<http://www.lonepinechamber.org/sightseeing/alabama-hills.html>

[http://www.blm.gov/ca/st/en/fo/bishop/scenic\\_byways/alabamas.html](http://www.blm.gov/ca/st/en/fo/bishop/scenic_byways/alabamas.html)

<http://www.sierranevadageotourism.org/content/alabama-hills-national-recreation-area/sie44352E572DB7DF8FE>

<http://hikeandpaintsierra.blogspot.com/2010/11/2011-eastern-sierra-plein-air-artists.html>

.....

inyo.org

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Favorites AOL Mail Comics Find a Business Find a Person Free Hotmail Groups@AOL Maps and Directions Netscape

Eastern Sierra Artist and Photography Workshops Cal...

July 2012

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Mountain Light  
Gallery Photography  
Workshop

Sierra Academy of  
Music Tween Program  
Chamber Music  
Unbound

EASTERN SIERRA  
PLEIN AIR ARTISTS

16

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Sierra Academy of  
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Sierra Academy of  
Music Tween Program  
2012 Sierra Academy  
of Music, Junior Program  
(SAM Jr)

2012 Sierra Chamber  
Ensemble Workshop

Contact Us

July 2012

MON TUES WED THUR FRI SAT SUN

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N/A



9

2012 Sierra Academy of Music, Junior Program (SAM Jr)

2012 Sierra Academy of Music, Junior Program (SAM Jr)

16

2012 Sierra Academy of Music, Junior Program (SAM Jr)

4-Day Workshop with David Muench: Bristlecones, Mono Lake and Bodie Ghost Town

2012 Sierra Academy of Music, Junior Program (SAM Jr)

2012 Sierra Academy of Music, Junior Program (SAM Jr)

This workshop explores some of the most diverse and compelling photographic opportunities in the area. From the Ancient Bristlecone Pine Forest high in the White Mountains to various spots around the the famous Mono Lake Basin, and the haunting aesthetics of the ghost town at Bodie, we will explore some of the best locations that this area has to offer. We will have special pre-dawn access to Bodie, including access to some of the buildings that are normally closed.

2012 Sierra Academy of Music, Junior Program (SAM Jr)

23

Mountain Light Gallery Photography Workshop

2012 Sierra Academy of Music, Junior Program (SAM Jr)

2012 Sierra Academy of Music, Junior Program (SAM Jr)

EASTERN SIERRA PLEIN AIR ARTISTS

2012 Sierra Academy of Music, Junior Program (SAM Jr)

2012 Sierra Academy of Music, Junior Program (SAM Jr)

2012 Sierra Academy of Music, Junior Program (SAM Jr)

2012 Sierra Academy of Music, Junior Program (SAM Jr)

2012 Sierra Academy of Music, Junior Program (SAM Jr)

Contact Us



County of Inyo  
Community Project Sponsorship Program  
Attn: Jon Klusmire  
P.O. Drawer N  
Independence, CA 93526

June 30, 2012

Dear Mr. Klusmire and Members of the Inyo County Board of Supervisors:

Please find enclosed Inyo Council for the Arts' request for final reimbursement related to the recently completed CPSP project – 2012 Student Art Exhibit. We are requesting the final payment of \$400.00 at this time.

ICA is grateful for the continued support we receive from Inyo County for projects such as this which benefit so many students, their families, and residents of our fine community. The joy and pride exhibited by the students and their families was evident during the well attended reception.

In addition to the reimbursement request form and related expense documentation, we have included a copy of the flyer utilized to promote the Inyo County sponsored 2012 Student Art Show. We would be happy to present an oral report to the Inyo County Board of Supervisors if so desired. We hope that you find our submittal complete; however if you should have any questions or require further information, please do not hesitate to contact our office.

Once again, thank you for your continued support!

Sincerely,

Lynn Cooper, Executive Director  
Inyo Council for the Arts



Inyo Council for the Arts  
presents

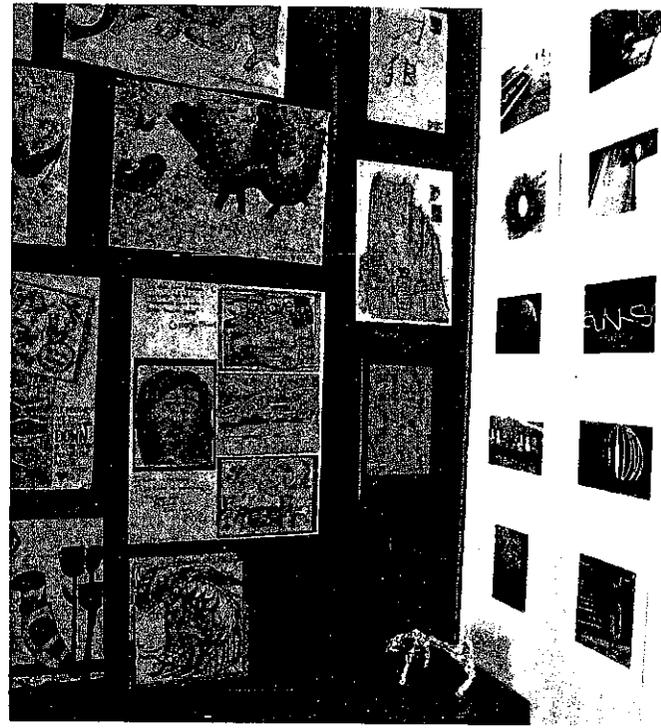
# Student Art Show 2012

The Student Art Exhibit will run  
March 12th - April 13th

## Gallery Reception

Meet the Artists, live music, refreshments

Friday, March 23rd, 7:00 - 8:30 pm



Inyo Council for the Arts  
137 S. Main St. Bishop CA 93514  
(760)873-8014 Hours: Mon - Fri 10am - 5pm

Thank you to our Sponsors:





**BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU**  
690 N. MAIN STREET, BISHOP, CALIFORNIA 93514

---

June 29, 2012

Dear Mr. Klusmire and Inyo County Supervisors:

Please find enclosed final funding requests related to Inyo County Community Project Sponsorship Grant Funding for the following completed projects:

- California High School Rodeo State Finals Championship
- Backyard History Videos
- Inyo County "Fam" Tours for Frontline Hospitality Providers

This package contains completed reimbursement request forms, copies of all related invoices and written summary reports for each project. We're pleased to report that all projects were quite successful and we're thankful for the continued support of Inyo County.

Please do let me know when the final reimbursement request will be before the Board of Supervisors. I would like the opportunity to thank the Board as well as show the videos to them.

If you should have any questions, or require further information, please feel free to contact me. Thank you in advance for your assistance with processing our reimbursement requests at your earliest convenience.

As always, thank you for your continued support of the Bishop Area Chamber of Commerce and Visitors Bureau.

Sincerely,

Tawni Thomson  
Executive Director  
Bishop Area Chamber of Commerce & Visitors Bureau

---

VOICE 760-873-8405 FAX 760-873-6999



*The Other Side of California*  
DEER VALLEY AND THE GARDEN STATE

[WWW.BISHOPVISITOR.COM](http://WWW.BISHOPVISITOR.COM)

Inyo County Community Project Sponsorship Program

**2012 CHSRA STATE FINALS RODEO**

FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES

The Bishop Area Chamber of Commerce & Visitors bureau is very proud to be part of such an amazing event, and we know you feel the same! For the past eight years, California High School Rodeo has chosen Bishop as the site for their prestigious State Finals Championship, and thanks to our community's hard work and dedication, they'll be coming back through 2016!

The Bishop Chamber plays a vital role in bringing CHSRA to the "Other Side of California." Inyo County CPSP Grant Funding allows us to do an excellent job in fulfilling the contractual arrangement with CHSRA. Our organization is responsible for providing lodging for judges, hosting the welcome dinner, providing t-shirts & welcome gifts for contestants, plus coordinating all volunteer ticket sellers, check-in personnel and notary publics.

**2012 CHSRA State Finals Rodeo Highlights**

- 250 (approx.) Contestant Athletes, plus families, friends & fans spent the week in Inyo County.
- Welcome Dinner was a HUGE Success - we served 800 people in less than one hour!
- Inyo County was recognized as a co-sponsor in several ways: local newspaper, local radio, at welcome barbecue, in rodeo program, and by logo placement on award trailers.
- Generous discounts and donations provided by many co-sponsors helped to minimize event expenses. All lodging for judges was donated by area hotels/motels (Value \$7,000+); Erick Schat's Bakery provided bread and pastries for dinner, plus Queen's luncheon and tea events; all sodas, iced tea & lemonade were donated by local distributors; McDonald's provided salads; Vons contributed paper goods and Ice Cream; Mammoth Brewing donated root beer for the floats. Mission Linen gave us an extreme discount on the table coverings and BP Distributing sold us the meat at cost. Thanks to the generosity of local businesses, the Bishop Chamber was able to keep our out-of-pocket expenses to just over \$10,000.
- Excellent support by volunteers for set-up, decorations, meal preparation, serving & clean-up, ticket sellers, check-in personnel and notary public service. More than 80 chamber members & supporters provided nearly 300 hours of service during the week.

Our community solidly supports the CHSRA State Finals Rodeo and the Bishop Chamber is certainly thankful for Inyo County's continued support of the project.

Our community has done an excellent job of "rolling out the welcome mat" for these fine young athletes and their families and we are pleased to have the opportunity to continue to do so in the future.

***Thank you for your continued support of this important project that is beneficial to our local economy and to the true community spirit of our region!***

The CHSRA State Finals is a LARGE undertaking.  
It would not be possible without many working hands  
and generous hearts. Many thanks to those who help make it possible.

KIBS  
McDonalds  
Allen Outdoor  
Inyo Mono Body Shop  
Bishop Veterinarian Hospital  
Les Schwab



# Les Schwab

Exclusive All Around Sponsor

## Ropers Sports News

Team Roping Sponsor

**Bishop Chamber of Commerce  
&  
Fairground staff for their  
continued help and support!**

### Thanks 2012 Trailer Sponsors

Dewey Pest Control  
Eastern Sierra Oil  
Coso Operation  
Erick Schat's Bakery  
Bishop Creek Chevron/Bishop  
Automotive Center  
Dusty's Pets

Trailers awarded to the All Around Cowboy  
and All Around Cowgirl are made  
possible by generous sponsors:

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L.A.D.W.P.  
Bishop Chamber of Commerce  
and Visitors Bureau  
Inyo County  
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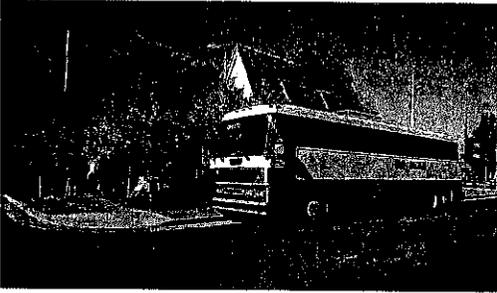
### BUCKLE SPONSORS

Bud & Jerry Moody, Chuck & Mary Mae Kilpatrick, Symon's Ambulance (2), Tom's Place,  
Rick & Mary Pucci, Red's Meadow Pack Station, Allen's Garage, Mike Kelley Transportation,  
Giacomini Family, Dink & Bev Morton, Bishop Lions Club, Tatum Ranch, Mark & Brenda Lacey,  
Teri Giovanie - DC & Carol Bunce, James A Cashbaugh, Osprey Lure Company,  
Mill Pond Equestrian Center - John & Hilke Ungersma

*The Bishop Area Chamber of Commerce & Visitors Bureau is grateful to our many co-sponsors and volunteers that help us to provide hospitality to CHSRA. The County of Inyo, City of Bishop, plus dozens of local businesses and individuals help to provide the welcome dinner, contestant t-shirts, goody bags, lodging for judges, ticket sales & gate security. This is solid proof that our community loves kids & loves rodeo!*

COMMUNITY PROJECT GRANT SPONSORSHIP  
**Inyo County "Fam Tours"**

*"Fantastic and Fabulous!"* was how Danny Maisuria, the owner of the Mountain View Motel in Bishop, described his experiences with the recent Bishop Chamber of Commerce FAM tour held on June 26, 2012.



*"It was a wonderful trip. My wife, Ramilia, and I learned so much about attractions for us to send Bishop guests to learn about."* FAM is short for familiarization. A few years ago, the Bishop Chamber of Commerce & Visitors Bureau saw a need to improve local hospitality services for guests who visit our area and usually ask motel front desk staff, gasoline station attendants, restaurant personnel and others what kinds of activities they can indulge in during their stay in the Eastern Sierra. We applied for and received Inyo County CPSP funding which made the tours possible in 2011 and 2012.

Thomson noted, *"Quite often, we get guests who come here for the first time, make motel or campground reservations, and seek to find things to do and places to go. This gives us the opportunity to create packages for them to maximize their vacation stay in our part of the world. The FAM tour gave our staff the opportunity to share their knowledge with local business representatives to improve their service to their customers and clients."*

The FAM tour included 22 people, including representatives from motels, RV campgrounds, restaurants, a bed and breakfast inn, and other area visitor centers. Participants came from Mammoth Lakes, Lone Pine as well as Bishop.

Lone Pine venues the group visited included the Eastern Sierra Visitor Center, the Beverly and Jim Rogers Lone Pine Museum of Film History, and the Mt. Whitney Portal Store. Independence attractions consisted of the Manzanar National Historic Site, the Eastern California Museum, and the Mt. Whitney Fish Hatcher. In Bishop, the group visited the City Park and the Laws Historic Site. In addition to visiting these locations, the group learned about the area's history, geology, and points of interest along U.S. Highway 395.

Tour participants discussed techniques and strategies to improve guest experiences by "sizing up their needs" using visual, listening, and behavioral cues. A strong emphasis was placed on how to provide high-end guest service in order to motivate guests to come back to the area and/or extend their stay while here.

***We firmly believe that providing outstanding services to our guests is directly related to their desire to come back and visit our communities. We treat guests like they are family visiting our beautiful home in the Eastern Sierra and all that it has to offer.***



Maria Gomez, a Bishop McDonald's employee who attended the outing stated that she learned a tremendous amount of information about Inyo County and its attractions. When asked how she would use her new found information, she stated, *"I expect to spread much of the knowledge I gained to my managers and other employees to improve their service to our guests."*

***The Bishop Chamber is proud to have partnered with the County of Inyo on this project that will definitely have far reaching and long lasting impact on our efforts to promote tourism in our region!***

INYO COUNTY COMMUNITY PROJECT GRANT SPONSORSHIP

## **Backyard History Videos**

The Bishop Area Chamber of Commerce & Visitors Bureau partnered with the firm Backyard History to create two short digital videos highlighting some of Inyo County's unique and intriguing historical assets.

One video is entitled "**Pioneering History: Laws Railroad Museum.**" The 3 minute video is a well scripted piece with a cast of community volunteers dressed in period costume depicting pioneer life in the Eastern Sierra. The video is narrated by Laws Museum's Max Cox as he tells the story of what life was like in the "good old days."

The second video is called "**Treasures of Independence.**" This 3.5 minute video is a documentary-style piece that features three local experts describing their respective "treasured" locations in and around Independence. Nancy Masters hosts the segment about our historic courthouse, Bruce Ivey describes the Mount Whitney Fish Hatchery, and Jon Klusmire takes viewers on a virtual tour of the Eastern California Museum.

We all know that visitors come to Inyo County for a wide variety of reasons: fishing, camping, hiking, climbing, and so on. The goal of this project was to increase awareness and appreciation of our unique heritage, in turn leading to increased visitation by the growing group of travelers that is interested in history and culture.

Working with Elaine Ackley and her crew from Backyard History was a pleasure. They were always prompt and professional and we are more than pleased with the quality and content of both videos.

The goal of Backyard History is to make American history more exciting and more relevant in today's digital age – these videos definitely hit the mark. Both pieces are expertly made, very informative and fun!

We're excited now to share the videos with as many area visitor centers and businesses as possible and have them share them with their viewers.



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

For Clerk's Use Only:  
AGENDA NUMBER

23

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

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** 2012-2013 Fall Cycle Community Project Sponsorship Program Grants

**DEPARTMENTAL RECOMMENDATION:** Request your Board:

- A. Review and approve 6 Community Project Sponsorship Program Grant awards for the 2012-2013 Fall Grant Cycle recommended by the Community Project Sponsorship Program Grant Review Panel, and in the amounts recommended by the Panel (Attachment A) in the total amount of \$20,000; and,
- B. Authorize the County Administrator to sign the contracts with the Fiscal Year 2012-2013 Community Project Sponsorship Program applicants, in the amounts approved by your Board, contingent upon appropriate signatures being obtained and the Board adoption of the FY 2012-2013 budget.

**SUMMARY DISCUSSION:**

**Background**

The Board originally approved the Community Project Sponsorship Program Guidelines, and County of Inyo Standard Contract No. 159 (Independent Contractor – Community Project Sponsorship Program) at its meeting on September 25, 2007. (Revisions to the CPSP Guidelines were approved by the Board on December 23, 2008, with those revisions then reflected in Standard Contract No. 159.)

The Board has approved a “roll-over” budget for Fiscal Year 2012-13, which contains \$100,000 for the Community Project Sponsorship Program in the Advertising County Resources Budget (011400), Professional Services (5265). The CPSP program guidelines allow the county to make funds available for eligible projects/events/programs twice a year – during Fall and Summer grant cycles. Staff was instructed to move forward with a fall grant cycle, with \$20,000 of funding available. Only projects, programs, and events that will be completed by Nov. 12, 2012 are eligible for this round of CPSP funding.

During budget deliberations, the Board of Supervisors will determine the final and total amount of CPSP funding for FY 2012-13; if the Board awards the recommended \$20,000 of CPSP funding in this grant cycle, that \$20,000 will be deducted from the final funding for the program ultimately approved by the Board for FY 2012-13.

By request of the applicants, application materials were e-mailed to previous Advertising County Resources Program applicants, as well as other organizations that expressed an interest in the Program. Potential applicants were also informed that the Community Project Sponsorship Program materials – guidelines, application, contract No. 159 – are available on the County's website. A press release announcing the availability of CPSP funding was sent to local print and broadcast media, and was published and broadcast by local media. In several cases, staff answered questions and clarified the grant guidelines for organizations and groups seeking to apply for this round of grants.

On May 30, 2012, the Community Project Sponsorship Program received 11 applications requesting a total of \$59,360 in grant funding. Staff assembled the applications into packets and created a digital copy for the members of the Review Panel and your Board.

Because of the relatively small number of proposals and limited funds, staff convened a Review Panel consisting of three county residents: K.C Wylie, Lone Pine; Mary Roper, Independence; and Allan Pietrasanta of Bishop. The three-member Review Panel met on Thursday, June 28, 2012. The members of the Review Panel discussed the merits of each application. Because of the small number of applications and limited funds, the Review Panel was able to reach a

consensus on grant eligibility, ranking, and funding levels during their discussions and while completing the evaluation form for each application. The Panel spent about three hours reviewing the applications and making its recommendations. The members of the Review Panel identified themselves on the scoring sheets as Panelist A, B and C, respectively. The members of the Review Panel were asked to evaluate and score the applications relative to each of the following criteria (previously approved by the Board):

- i. **Objective [10 points].** Does the application seek funding for a specific event or project, or component thereof that is likely to enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County?
- ii. **Community Support [15 points].** Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the project or event? Is there evidence of monetary or in-kind support from the local business community?
- iii. **Likelihood of Success [10 points].** Is it the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total cost, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed, or similar projects or events? Is the nature of the project or event such that it seems "doable?" If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?
- iv. **Scope of Benefit [10 points].** Is the benefit of the project or event clearly articulated? Will the project or event benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the project or event is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the project or event extend to the greater region, or the County as a whole?
- v. **Overall Merit [15 points].** What is the overall quality of the idea being proposed? Is it unique? Is it "tried and true"? Does it support the tenets of "civic tourism" (e.g., ecotourism, agricultural tourism, cultural tourism, heritage tourism, geotourism, etc.)? [See [www.civictourism.org](http://www.civictourism.org)]. Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the project or event articulate or enhance what people love about the community in which they live, recreate or vacation?
- vi. **Measurable Outcomes [5 points].** Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?
- vii. **Leveraging of Resources [10 points].** If the Community Project Sponsorship Program grant is the primary source of monetary funding for the project or event: (1) what will be the return on the County's investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to the event? If the amount requested is less than 50% of the cash needs for the project or event, what additional benefit(s) will be derived as a result of receiving Community Project Sponsorship Program funding?
- viii. **Regional Context [5 points].** Is the project or event part of an organized series of regional events or a regional theme? Does the project or events have a possible future regional application?
- ix. **Sustainability [5 points].** Is the project or event intended and likely to continue in the future without additional Community Project Sponsorship Program support?
- x. **Other County Support [5 points].** Is the funding being requested through the Community Project Sponsorship Program the only form of financial or in-kind support the applicant, or project or event, will receive from Inyo County this fiscal year?
- xi. **Clarity [10 points].** Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which Community Project Sponsorship Program grant funding is sought clearly identified, and such that reimbursement for eligible expenses can be easily made?

The Review Panel's total scores for each grant were averaged, and the results are presented for your Board's consideration in Attachment A. Pursuant to the Community Project Sponsorship Program Guidelines, in order to be considered for funding, a grant had to have an average score of at least 70 points.

### **Review Panel Final Recommended Funding**

Projects that did not reach the 70-point threshold received zero funding when the Panel decided on the final, Recommended Funding. The panel members reached a consensus funding recommendation for each project, which is shown as both the Average Recommended Funding and Recommended Funding on Attachment A. The panel awarded the full \$20,000 allocation for the Fall Cycle of 2012-2013 Community Project Sponsorship Program.

### **SELECTED REVIEW PANEL COMMENTS**

In an effort to share with your Board some of the Review Panel's reasoning about its recommended funding, staff is providing the following brief narrative. The narrative is not intended to capture all of the Review Panel's comments, or the opinions of individual panelists, but rather provide a general summary of the Review Panel's overriding thoughts that might serve your Board in today's deliberation and provide the affected applicants with information on how future grant applications (and the events or projects for which they seek funding) might be improved.

### **Grant Requests Recommended For Funding**

*Celebration of the Good Ole Days* (Bishop Museum and Historical Society – Laws Museum): This annual, one-day event features historic craft displays, hands-on activities, games, music by the Peavine Pickers, the delightful, homemade pie auction, and other family fun. The event is also an excellent opportunity to highlight all of the exhibits at Laws for locals and visitors.

Average Score: 86.67; Funding Request: \$2,000; Recommended Award: \$1,000.

*2012 Millpond Music Festival Promotion* (Inyo Council for the Arts): The Millpond Music Festival is one of the largest, most successful annual events in Inyo County, attracting locals and visitors from throughout the state and region. Additional funding provided by the CPSP grant will help pay for expanded advertising in northern and southern California and the Reno area that will help the festival increase attendance from these key markets.

Average Score: 92.33; Funding Request: \$4,000; Recommended Award: \$3,000.

*2012 Outdoor Writers Association of California (OWAC) Post Conference Tours* (Bishop Area Chamber of Commerce and Visitor's Bureau): The 2012 OWAC fall conference will be held in Mammoth Lakes, and the Bishop Chamber will be hosting and organizing a "post conference event." This will allow the members of OWAC to stay in the Bishop area and have local hosts highlight outdoor recreational opportunities ranging from fishing to kayaking to hiking and more. This is an excellent opportunity to better acquaint members of the outdoor media with the region's many attractions. There is also strong membership and in-kind community support for this project.

Average Score: 75.67; Funding Request: \$6,000; Recommended Award: \$4,000.

*2012 Lone Pine Film Festival* (Southern Inyo Community Foundation): The 23<sup>rd</sup> annual Lone Pine Film Festival remains one of the County's trademark events highlighting the region's extensive and important role in film and television history. The three-day festival (Oct. 5,6,7) attracts film and TV fans from around the state and nation, and helps promote Inyo County as a location for film, television, and commercial shoots. The County provides no ongoing funding support of the Film Festival or the Film History Museum. Financial assistance to rent buses that provide tours of the movie locations reduces a large expense for one of the most unique aspects of the festival: seeing the actual locations where television and movie scenes were shot.

Average Score: 94.33; Funding Request: \$9,200; Recommended Award: \$7,000.

*Music in the Courtyard* (Lone Pine Chamber of Commerce): This grant will allow the Chamber to sponsor musical events, free to the public, in the Chamber Courtyard on Thursday and Friday nights. Lone Pine has strong pedestrian traffic in the evenings, and by hosting different musicians, the Chamber will provide visitors with another attraction during their stay in town and promote the newly created art gallery section of the Chamber offices, which will feature local artists. Adding a musical component to the vibrant pedestrian scene in Lone Pine could enhance and encourage more visitors to stroll through town, relax, enjoy the scenery and ambiance, and browse local shops.

Average Score: 75.67; Funding Request: \$5,500; Recommended Award: \$2,000.

*Death Valley Visitor Center Re-Opening Ceremony* (Death Valley Chamber of Commerce): After an extensive renovation and many upgrades, the historic Furnace Creek Visitor Center will stage an official Re-Opening Ceremony on Nov. 3-4. The grant will go toward defraying the cost of having the original, iconic Borax 20-Mule Team and Wagons appear at the event (The historic wagons and trained teamsters are now part of Rio Tinto Mining). Obtaining the 20-Mule Team for this one-time event would almost guarantee additional press coverage and enhance the promotional opportunities for the event, and in turn, Death Valley National Park, one of the County's most-visited and internationally recognized attractions.

Average Score: 74.00; Funding Request: \$5,000; Recommended Award: \$3,000.

### **Grant Requests Not Recommended For Funding**

*Eastern Sierra Community Film Project* (Inyo Council for the Arts): With such limited funding this cycle, the benefits and results of this request to fund a documentary as a learning experience and promotional piece about Laws Museum were hard to quantify.

Average Score: 45.00; Funding Request: \$3,000.

*"Exploring Inyo" Promotional Video Project* (Bishop Area Chamber of Commerce and Visitor's Bureau): This large grant request, which would be the only funding for the project, would probably compare more favorably with other requests when more funds are available.

Average Score: 51.00; Funding Request: \$7,020.

*2012 Fall Event & Group Support* (Bishop Area Chamber of Commerce and Visitor's Bureau): The panel thought the Chamber's participation in these events and programs fell in the scope of routine Chamber of Commerce activity.

Average Score: 46.67; Funding Request: \$3,025

*2012 Eastern Sierra Fall Classic Trout Derby* (Bishop Area Chamber of Commerce and Visitor's Bureau): The CPSP grant would be the only source of funding, with no plan to host the event with partial CPSP funding. With limited funding this grant cycle, the panel did not think half of the available funding should go to one event.

Average Score: 57; Funding Request: \$10,000.

*Eastern Sierra Youth Conservation Corps* (Inyo Mono Advocates for Community Action, Inc.): This is primarily a work program for area youth that the panel did not feel fully meet the recommended guidelines and requirements for the CPSP grant program.

Average Score: 49.67; Funding Request: \$6,615.

### **Next Steps**

Once your Board takes action, all applicants will be notified as to whether or not they have been awarded funding and, if so, how much. Applicants, whose applications are approved, will be mailed a contract to sign. Those whose grant applications were not funded will be provided the opportunity to contact Program staff to discuss some of the reasons provided by the Review Panel (similar to the information provided to your Board above).

**ALTERNATIVES:** This report presents your Board with the Community Project Sponsorship Program Review Panel's funding recommendations for the Fall 2012-13 Grant Cycle. Your Board will make the final decision as to what grants are funded and in what amounts.

**OTHER AGENCY INVOLVEMENT:** County Administrative Officer, County Counsel, and Auditor/Controller.

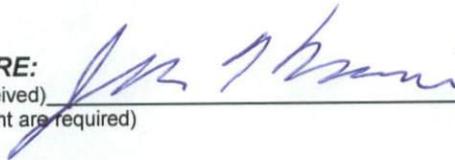
**FINANCING:** The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the rollover FY 2012-13, Advertising County Resources Budget (011400), Professional Services (5265).

## **APPROVALS**

COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: _____ Date <u>7/10/12</u>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 7-10-12

2012/13 Community Project Sponsorship Program Grant Applications  
Summary Scores & Funding Recommendations

Project/Event Name	Requested Funding	Panelist A		Panelist B		Panelist C		Average Score	Average Recommended Funding	Recommended Funding
		Total Score	Recommended Funding	Total Score	Recommended Funding	Total Score	Recommended Funding			
Celebration of the Good Ole Days	\$2,000.00	90	1,000	78	1,000	83	1,000	83.67	\$1,000.00	\$1,000.00
2012 Millpond Music Festival Promotion	\$4,000.00	87	3,000	94	3,000	96	3,000	92.33	\$3,000.00	\$3,000.00
Eastern Sierra Community Film Project	\$3,000.00	51	0	55	0	29	0	45.00	\$0.00	\$0.00
"Exploring Inyo" Promotional Video Project	\$7,020.00	53	0	44	0	56	0	51.00	\$0.00	\$0.00
2012 OWAC Post Conference Tours	\$6,000.00	79	4,000	74	4,000	74	4,000	75.67	\$4,000.00	\$4,000.00
2012 Fall Event & Group Support	\$3,025.00	54	0	49	0	37	0	46.67	\$0.00	\$0.00
2012 Eastern Sierra Fall Classic Trout Derby	\$10,000.00	61	0	53	0	57	0	57.00	\$0.00	\$0.00
Eastern Sierra Youth Conservation Corps	\$6,615.00	57	0	49	0	43	0	49.67	\$0.00	\$0.00
2012 Lone Pine Film Festival - 23rd Annual	\$9,200.00	89	7,000	100	7,000	94	7,000	94.33	\$7,000.00	\$7,000.00
Music in the Courtyard	\$5,500.00	79	2,000	75	2,000	73	2,000	75.67	\$2,000.00	\$2,000.00
Death Valley Visitor Center Re-Opening Ceremony	\$5,000.00	78	3,000	71	3,000	73	3,000	74.00	\$3,000.00	\$3,000.00
								0.00	\$0.00	

**TOTAL REQUESTED**

**\$59,360.00**

**\$20,000.00 \$20,000.00**



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

For Clerk's Use Only:  
AGENDA NUMBER

24

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

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: July 17, 2012**

**SUBJECT: APPROVAL OF AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AND COUNTY FOR THE PROVISION OF LEGAL SERVICES**

**DEPARTMENTAL RECOMMENDATION:** Approve the agreement between Great Basin Unified Air Pollution Control District and the County for the County Counsel's Office to provide certain legal services to the District during the period July 1, 2012 to June 30, 2013, for the sum of \$12,500; contingent upon the Board's adoption of the 2012/13 Budget, and authorize the Chairperson to execute the agreement on behalf of the County.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Under the proposed agreement, the County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and in labor negotiations and/or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and disciplinary hearings;
4. Legal advice and representation to the District Board in hearing grievance and disciplinary matters;
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

In exchange for providing these services, the District will pay to the County a flat fee of \$12,500 for the fiscal year. The Office of County Counsel has the ability to provide these professional legal services to the District. The \$12,500 fee for Fiscal Year 2012-2013 has been included in the Office of County Counsel budget as anticipated revenue.

The contract was recently approved by Great Basin Unified Air Pollution Control District's Board on May 24, 2012 and received by our office on July 9, 2012.

**ALTERNATIVES:** The Board may decline to approve this agreement, reduce or modify the scope of legal services provided to the District, or change the fee arrangement. However, the proposed agreement has been negotiated between the County and the District as being most advantageous to both public entities, provides the District with needed legal professional services in an area in which the Office of County Counsel has expertise, and is structured on a flat fee basis to provide each entity with a certain degree of budgetary certainty for the fiscal year.

**OTHER AGENCY INVOLVEMENT:** Great Basin Unified Air Pollution Control District

**FINANCING:** Approval of this agreement will result in \$12,500 revenue being received by the County. This revenue has been budgeted within the Office of County Counsel budget for fiscal year 2012-2013.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  R. Miller Approved: _____ Date <u>7.9.12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Neta Lindsey Approved: _____ Date <u>7/10/12</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

R. Miller Date: 7.11.12

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO FOR THE PROVISION OF  
LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the legal services of County Counsel of Inyo County (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 District, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District'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. District shall pay to Contractor the sum total of Twelve Thousand Five Hundred Dollars and zero cents (\$12,500.00) for performance of all of the services and completion of all of the work described in Attachment A.

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 under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, 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 District to Contractor for all services and work to be performed under this Agreement shall not exceed Twelve Thousand Five Hundred (\$12,500.00) Dollars (hereinafter referred to as "contract limit"). District 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 District, a statement of all services and work to be performed by Contractor pursuant to this Agreement. Upon receipt of the statement by the fifth (5th) day of the month, District 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, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.

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

(4) The total amounts paid by District 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 District an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment B, 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. 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 District to insure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

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

Any licenses, certificates, or permits required by the federal, state, district, county, or 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 District. Contractor will provide District, 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 District as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, District reserves the right to make such determinations for purposes of this Agreement.

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. District 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. DISTRICT PROPERTY.**

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. 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 District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

**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 District, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, 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: \$300,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor or liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The District at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

## 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 District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District 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 District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District'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 District.

**11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless District, 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 District, 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 District, 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, District 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 District, 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, and municipal law, 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 District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District 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, District 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, district 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. ASSIGNMENT.**

This is an agreement for the services of Contractor. District 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 District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

**15. DEFAULT.**

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

Contractor agrees to comply with the various provisions of the federal, state, district 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 District.

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District 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 District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, district 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 District 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, District 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-three (23) (Amendment).

**22. ATTORNEY'S FEES.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District 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:

**Theodore D. Schade, APCO  
Great Basin Unified Air Pollution Control District  
157 Short Street, Suite 6  
Bishop, California 93514**

**Contractor:**

Office of the County Counsel Name  
County of Inyo  
Post Office Box M Street  
Independence, CA 93526 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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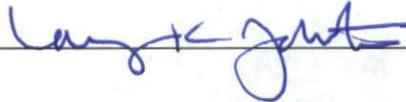
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**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO THE PROVISION OF  
LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 24 DAY OF MAY, 2012.

**GREAT BASIN UNIFIED AIR POLLUTION  
CONTROL DISTRICT**

**CONTRACTOR  
COUNTY OF INYO**

By: 

By: \_\_\_\_\_  
Print or Type Name

Dated: May 24, 2012

\_\_\_\_\_  
Signature

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

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**AND COUNTY OF INYO FOR THE PROVISION OF**  
**LEGAL SERVICES**

**TERM:**

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

**SCOPE OF WORK:**

The County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and in labor negotiations and or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and discipline hearings;
4. Legal advice and representation to the District Board in hearing grievance and discipline matters;
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

**ATTACHMENT B**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO FOR THE PROVISION OF  
LEGAL SERVICES**

**TERM:**

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

**FORM W-9**

**Request for Taxpayer  
Identification Number and Certification**

**(On-File)**



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

For Clerk's Use Only:  
AGENDA NUMBER

25

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

FROM: CLERK OF THE BOARD

By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: July 17, 2012

SUBJECT: Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request Board approve the minutes of the Board of Supervisors Meeting of June 26, 2012.

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

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

**OTHER AGENCY INVOLVEMENT:** - n/a

**FINANCING:** n/a

**APPROVALS**

BUDGET OFFICER:	BUDGET AMENDMENTS <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**  
26

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** Western Counties Alliance presentation

**DEPARTMENTAL RECOMMENDATION:** - Mr. Ken Brown of the Western Counties Alliance will discuss with the Board issues affecting counties in the Western United States, including the Forest Planning Rule and ways in which the County and the Alliance can work together to address these issues.

**SUMMARY DISCUSSION:** - Information from the Western Counties Alliance is included and may be a part of today's discussion.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

BUDGET OFFICER:	BUDGET AMENDMENTS (Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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



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

For Clerk's Use Only:  
AGENDA NUMBER

27

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

**FROM: WATER DEPARTMENT**

**FOR THE BOARD MEETING OF: July 17, 2012**

**SUBJECT: SCOPE OF WORK REQUIRED TO COMPLETE A RECREATIONAL USE PLAN FOR THE LOWER OWENS RIVER PROJECT**

**DEPARTMENTAL RECOMMENDATION:** The Water Department requests your Board discuss and provide direction concerning a scope of work for phase II of the LORP recreational use plan.

**SUMMARY DISCUSSION:**

The County has executed a contract with the Sierra Nevada Conservancy (SNC) for the purpose of completing a Recreation Use Plan (RUP) for the Lower Owens River (LORP). The Water Department seeks direction on the Scope of Work (SOW) required to satisfy the SNC and the County as we develop the final LORP RUP.

**Plan progress:**

At your April 17, 2012 meeting Water Department staff provided a presentation to your Board about the recently developed draft LORP Recreation Use Plan prepared by MIG, Inc. The discussion is captured in the Board's minutes.

*The Board and staff discussed many aspects of the Draft Plan including addressing the liability concerns of the leaseholders; the different options being recommended; the alternatives identified in the Staff Report; liability responsibilities in a managed recreation area vs. unmanaged recreation area; the impact of increased dust on the ranching operations as a result of more recreational users; limitations on public access; the responsibility of any recreation plan to protect the goals of the overall use of the land in an effort to preserve the public's ability to continue to use leased ranch lands for recreational uses and acknowledgement of the uniqueness of the relationship between landowners/leaseholders/public in our area; concern by lessees about interference with their operations; DWP's concern with interference with their operations; LORP priorities, its habitat goals, the fact that enhancing recreation on the LORP is secondary to meeting the LORP's goals of developing riparian and riverine habitat and a warm water fishery; and that the recreation plan needs to be used for managing recreational opportunities, rather than for maximizing recreational opportunities, so it doesn't interfere with the other LORP priorities that are required in order to comply with the MOU. (County of Inyo Board Minutes April 17, 2012)*

At that time, Water Department staff informed the Board that about \$50,000 would be required to complete the final RUP, and that these funds had not been secured. Subsequently, the Water Department worked with the SNC to develop contract between the SNC and the County to provide the County funding to finish the RUP.

### **SNC Contract for Services:**

At your June 12, 2012 meeting, your Board approved a \$38,000 contract between the Sierra Nevada Conservancy and Inyo County to "finalize and draft a preferred Recreation Use Plan as described in the Lower Owens River Project (LORP) that can be presented for the approval process of Inyo County and LA Department of Water and Power (LADWP)".

*Moved by Supervisor Cash and seconded by Supervisor Pucci to approve the Contract for services offered by the Sierra Nevada Conservancy in the amount of \$38,000 that will provide a portion of the funds needed to complete the Owens River RUP, with the scope of work Task 1. Amended to replace the wording "...based on three alternatives suggested..." with "...based on one or more of the alternatives suggested..." Motion carried unanimously with Supervisor Fortney absent. (County of Inyo Board Minutes June 12, 2012)*

The required tasks and deliverables presented in the SNC contract follows that which was anticipated by the County and RUP consultant as being necessary to complete the LORP RUP:

### **SNC SCOPE OF WORK**

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

#### *Tasks*

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

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

- 1. A recommended final draft RUP for public review and feedback and then a final recommended final draft RUP for approval to include the following;*
  - a) Initial design and cost estimates for implementation of final preferred plan*
  - b) Preliminary environmental analysis*
  - c) Use-projections and feasibility analysis*

### **MIG SCOPE OF WORK**

*Proposed scope for Phase 2, Lower Owens River Recreation Plan*

*Starting point: Draft Plan complete (3 alternatives, from low to higher use)*

#### **Key components of each alternative:**

- *Gateway/portals along Highway 395*
- *Staging areas near river*
- *62 mile multiple use trail*

- *Birding areas and trails*
- *Improved way finding*
- *Paddle put ins, take outs, and routes*
- *Informal picnic areas*

**Variables:**

- *Number of gateways, staging areas, and paddle routes*
- *Type and location of trail (re-purposed road or new trail)*
- *Facility design: rustic or contemporary*
- *Fee structure.*

**Suggested work plan:**

1. *In house charrette. Assemble team in Lone Pine (with County) to produce a draft preferred plan.*
2. *Analyze preferred plan. Estimate use levels. Do high-level environmental impact review (Mark Hill, cultural resources, CALTRANS). Look for planning level impacts or flaws.*
3. *Improve/ adjust the preferred alternative based on the analysis.*
4. *Present the adjusted plan to the community and management. Get feedback.*
5. *Adjust the plan based on feedback*
6. *Phone conference for staff level approval*
7. *Prepare final plan*
8. *Present final plan for approval\**

**Products:**

- *Draft, adjusted, and final plan/map*
- *Plan narrative description*
- *Cost estimates*
- *Phasing strategy*
- *Use projections\**
- *Preliminary environmental analysis\**

Beyond the specific content given above from the SNC and draft MIG SOWs, other components that may address concerns that your Board, as well as staff and the public, desire to see addressed in the final RUP may be:

- An element to specifically address conflicts between recreational users and cultural sites. This element would involve identifying sites of concern through consultation with tribal representatives and agency experts.
- Development of a plan for managing coexistence of recreational users and cattle grazing. Identify gates that have high use from recreationists, a history of being left open, fences that regularly are cut, or areas that otherwise present problems for lessees, and develop a solution (e.g., replace gates with cattle guards, provide hydro gates to access river).
- Identification of conflicts between LORP habitat goals (including maintenance of a warm water fishery and recreational use. Consult with LORP MOU consultant to identify LORP adaptive management measures related to reducing recreationist interference with LORP habitat development.

- Working with DWP staff, identify conflicts between DWP operations and recreational users. Plan for signage, road alterations, etc. to reduce conflicts.

### **County's role in developing LORP RUP**

The County's responsibilities and obligations related to the development of a RUP, and implementation of facilities, is described in the Lower Owens River Project, Post Implementation Agreement (PIA) Section II, C. (1&2):

*Unless otherwise agreed by the Parties, the County will have the sole responsibility for planning, operating, constructing, and maintaining the following activities (should any such activities be planned, constructed and maintained) and for all costs arising from such activities.*

- 1. The development of a recreational use plan for the portion of the Owens River within the project area. (Should any such plan be developed, the implementation of the plan or of any component of the plan will require approval by LADWP before it is implemented.)*
- 2. The development of any campgrounds along the Owens River within the project area. (Should any such campground be proposed for development, the campground will require the approval of LADWP before it is implemented.)*

Developing a RUP will provide a mechanism to comprehensively identify resource-appropriate recreational opportunities and evaluate these in relation to: environmental and habitat objectives of the LORP; maintenance of a warm water fishery, LADWP operational needs, protection of cultural resources, and compatibility with cattle grazing and other agricultural activities. Although an economic analysis is not envisioned as a component of the final RUP, an increase in LORP related recreational use is expected to benefit the local economy.

### **Funding:**

The amount of the SNC contract is not to exceed \$38,000, and the term of the agreement is June 11, 2012 through December 31, 2012, with project deliverables due November 30, 2012.

The County's contract with MIG expires June 31, 2013; however MIG has completed the Phase I SOW and the contract account balance is now \$0.

MIG Inc. has reviewed the SOW in the SNC contract and presented a \$38,000 budget and work schedule, which includes performing the majority of the required work, however two tasks, the Recreation Use Level Estimates Projections and a MIG presentation to LADWP in Los Angeles are offered in their budget as options that would add \$9,340 to the project cost, bringing the total budget to \$47,340. MIG's budget also does not include a Preliminary Environmental Analysis, or a Feasibility Analysis, which is anticipated in the SNC SOW. Ecosystems Sciences Foundation, has agreed to donate their services to complete the Preliminary Environmental Analysis at no cost to the County. The Feasibility Analysis will be performed by Inyo County Planning and Water Department staffs. Public meetings and advertising, travel, plan printing, and incidental expenses are expected to cost \$4,000.00.

### **ALTERNATIVES:**

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

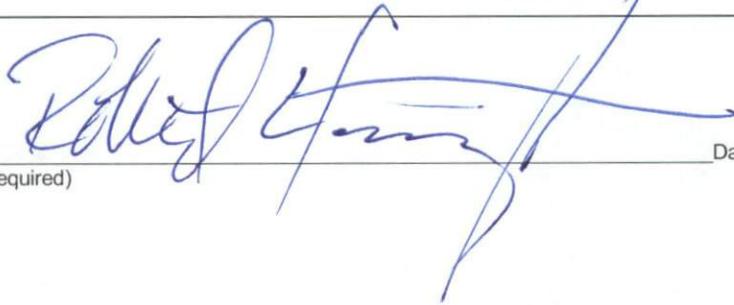
**FINANCING:** As described above, financing completion of the LORP RUP is uncertain.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

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

 Date: 7/10/12

**SOUTHERN INYO HEALTHCARE DISTRICT**

**RESOLUTION 12-02**

**CONSOLIDATION OF ELECTIONS**

**WHEREAS**, Section 10403 of the California Elections Code provides that an election which shall be known as the hospital district general election, shall be held in each hospital district in November in each even-numbered year, at which a successor shall be chosen to each officer whose term shall expire on the first Friday of December following such election; and

**WHEREAS**, the present terms of the elective officers from Zones I (Precincts 68, 69, 70, 71, 74 ); Zone 3 (Precincts 78, 79, 84); and Zone V (Precincts 85, 86, 87, 92, 90I, 94I ); of the Southern Inyo Healthcare District, State of California, shall expire on December 7, 2012;

**THEREFORE, BE IT NOW RESOLVED**, that a hospital district general election for Director, Zone I; Director, Zone III; and Director, Zone V; to serve on the Hospital Board of Directors of said Southern Inyo Healthcare District shall be held on November 6, 2012;

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of the County of Inyo, State of California, be requested to order the hospital district general election consolidated with the statewide general election on November 6, 2012 pursuant to Part 3, of Division 10 of the Elections Code, Section 10403.

**CERTIFICATION:** I Richard Gering, President of the Southern Inyo Healthcare District, State of California, and of the Board of Hospital Directors thereof, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION 12-02, duly adopted by said Board of Hospital Directors at a regular meeting of the Board duly held on **June 28, 2012** and entered upon the minute book of said District, at which meeting there were present the following Directors:

- Richard T. Gering
- Mary Kemp
- Judy Fowler
- Jack Berry
- Steve Davis

  
 Richard T. Gering, President

  3   YES

       NO

  2   ABSENT

  6/28/12    
 Date

**Board Secretary's Certificate**

I, the undersigned, the duly appointed, qualified Secretary of the Board of Directors for the Southern Inyo Healthcare District (the "District") do hereby certify that attached hereto is a true, complete and correct copy of Resolution 12-02, which Resolution was duly adopted at a regular meeting of the District held on June 28, 2012, of which meeting all of the members of the District had due notice and at which a majority of the members thereof were present.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the office of the District; that said Resolution is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of adoption and is now in full force and effect.

Dated: 7/9/2012

  
\_\_\_\_\_  
Secretary  
Board of Directors  
Southern Inyo Healthcare District



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 30-31-32  
 33-34-35  
 36

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

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: July 17, 2012**

**SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION**

**DEPARTMENTAL RECOMMENDATION:**

**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** - [Pursuant to Government Code § 54956.9(a)] - *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for Environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 12-53821.*

**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 <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>R. Kelley/g</u> Date <u>7/11/12</u>
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**DEPARTMENT HEAD SIGNATURE:** R. Kelley/g Date: 7/11/12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)



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

For Clerk's Use Only:  
AGENDA NUMBER

37

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

**FROM:** Alisha McMurtrie, Treasurer-Tax Collector

**FOR THE BOARD MEETING OF:** July 17, 2012

**SUBJECT:** Treasury Status Report for the Quarter Ending June 30, 2012

**DEPARTMENTAL RECOMMENDATION:** Review Report and direct questions to the County Treasurer.

**CAO RECOMMENDATION:**

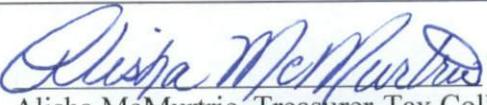
**SUMMARY DISCUSSION:** The Report is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** Pursuant to Section 16481.2(a) of the Government Code, which is optional, copies of quarterly reports are sent to members of the County Treasury Oversight Committee. Pursuant to Section 53646(g) of the Government Code, which is also optional, copies of the reports as of December 31<sup>st</sup> and June 30<sup>th</sup> are forwarded to the California Debt and Investment Advisory Commission. Copies of all quarterly Treasury reports are available to Treasury participants.

**FINANCING:** N/A

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  N/A  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.)  N/A  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.)  N/A  Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: July 3, 2012  
Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER 0  
INDEPENDENCE, CA 93526-0614  
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors  
FROM: Alisha McMurtrie, Treasurer-Tax Collector  
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2012  
DATE: July 3, 2012

The following status report of the County Treasury as of June 30, 2012 is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank of California reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 881 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's OPEB investment with PARS balance as of 4/30/2012 was \$3,942,546.65. (Principal: \$3,500,000.00 + Interest: \$453,590.01 - Fees: \$11,043.36)

C: Ms. Leslie L. Chapman, Inyo County Auditor-Controller  
Mr. Art Maillet, Inyo County District Attorney  
Mr. Bill Lutz, Inyo County Sheriff  
Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION

DATE: June 29, 12

**AUDITOR'S BALANCES**

Balance Forward - Cash in Treasury		<b>\$102,239,741.88</b>
Plus: Auditor Adjustments Payroll		
Deposit Authorizations		\$70,582.97
Less: Co. Checks Pd	06/28/12	(65,678.63)
Outgoing Electronic Wires		(30,136.50) Misc. PR Wires
		(27,824.50) Schools Wire
		(128,860.37) Schools Wire
		(1,507,583.82) Schools Wire
		(7,970.04) Ythbld Chrtr St.
		(63,697.72) Schools Pr Tx St.
		(59,137.52) Ythbld Chrtr Fed
		(4,376.92) Ythbld Chrtr Centr
		(270,435.72) CO PR Tx fed
		(2,308.50) CASDU Pymnt
		(778,702.51) CO PR
		(45,012.75) CO PR Tx St.
		(36.66) Judges Pers
		(\$338,759.77) Schools Fed Tx
<b>Ending "Claim on Cash in Treasury"</b>		<b>\$98,979,802.92</b>

\*\*\*\*\*

**TREASURER'S BALANCE:**

Cash on Hand: Vault	\$9,806.00
Drawer	\$349.67
Bank Deposits on Hand:	

**BANK ACCOUNTS:**

Union Bank - General Account.	\$5,495,524.34
El Dorado - General Account	\$20,000.00

**INVESTMENTS:**

% Invested

Local Agency Investment Fund	\$40,000,000.00	<i>Agency Limit</i>
AIM Money Market	\$1,000,000.00	1.01% of 10.00%
UBS Money Market	\$3,000,000.00	3.03% of 10.00%
Federal Agencies	\$ 35,995,000.00	36.37% of 100.00%
Treasury Bill	\$0.00	0.00% of 100.00%
Commercial Paper	\$ 13,459,122.91	13.60% of 15.00%

**TOTAL TREASURY BALANCE:** \$98,979,802.92

Difference: (Treasury SHORT or OVER) (\$0.00)

Explanation of Difference:

**NOTES**

Investments Maturing Over 1 Year \$ 35,995,000.00 36.37% of 35.00%

Prepared By: MP

**Inyo County Treasurer's Report  
Weighted Average Maturity**

<b>Maturity Date</b>	<b># of Days to Maturity</b>	<b>\$ Amount of Security</b>
8/31/2012	62	\$ 993,807.08
9/28/2012	3x90	\$ 2,989,707.50
11/5/2012	4.5x128	\$ 4,483,812.50
12/7/2012	5x160	\$ 4,991,795.83
9/9/2013	5x436	\$ 5,000,000.00
11/19/2013	4x507	\$ 4,000,000.00
11/29/2013	2x524	\$ 1,999,000.00
5/29/2015	6x1063	\$ 5,997,000.00
12/14/2015	4x1263	\$ 4,000,000.00
2/1/2016	2x1311	\$ 1,999,000.00
3/27/2017	5x1731	\$ 5,000,000.00
3/28/2017	5x1732	\$ 5,000,000.00
4/25/2017	3x1760	\$ 3,000,000.00
<b>TOTALS</b>		<b>\$ 49,454,122.91</b>

Total = Days Weighted Average Maturity  
As of: June 30, 2012

Please note that this does not include checking account at UBOC, El Dorado, LAIF or UBS account.

\*Days are determined at a per million rate.



Holdings - Reporting as of Trade Date  
 Account: 6736305280 - COUNTY OF INYO

As of: 29-Jun-2012

Pending Transactions Included

Asset Type	Asset Name	Maturity Date	CUSIP	Shares / Units	Cost Basis	Market Value	S&P Rating	Moody's Rating	Net Unrealized Gain/Loss	Annual Yield	Estimated Annual Income	
Cash & Cash Equivalents	UBS FINANCE DEL DC/P 8/31/12	31-Aug-2012	90262CHX8	1,000,000.0000	\$993,807.08 USD	\$999,380.00 USD			\$5,572.92 USD	0.847%	\$8,465.98 USD	
Cash & Cash Equivalents	UBS FINANCE DELW DC/P 9/28/12	28-Sep-2012	90262CJU2	3,000,000.0000	\$2,989,707.50 USD	\$2,996,840.00 USD			\$6,932.50 USD	0.700%	\$20,987.50 USD	
Cash & Cash Equivalents	UBS FINANCE DELW DC/P 11/05/12	05-Nov-2012	90262CL54	4,500,000.0000	\$4,483,812.50 USD	\$4,489,605.00 USD			\$5,792.50 USD	0.711%	\$31,937.50 USD	
Cash & Cash Equivalents	HSBC AMERICAS DC/P 12/07/12	07-Dec-2012	40427RM73	5,000,000.0000	\$4,991,795.83 USD	\$4,982,900.00 USD			(\$8,895.83) USD	0.336%	\$16,729.17 USD	
Government Obligations	FNMA NTS 1.050% 9/09/13	09-Sep-2013	3136FPEL7	5,000,000.0000	\$5,000,000.00 USD	\$5,035,250.00 USD	AA+	AAA	\$35,250.00 USD	1.043%	\$52,500.00 USD	
Government Obligations	FNMA NTS 0.800% 11/19/13	19-Nov-2013	31398A5Z1	4,000,000.0000	\$4,000,000.00 USD	\$4,019,960.00 USD	AA+	AAA	\$19,960.00 USD	0.796%	\$32,000.00 USD	
Government Obligations	FHLMC MTN 0.500% 11/29/13	29-Nov-2013	3134G26U1	2,000,000.0000	\$1,999,000.00 USD	\$2,001,400.00 USD	AA+	AAA	\$2,400.00 USD	0.500%	\$10,000.00 USD	
Government Obligations	FNMA NTS 0.600% 5/29/15	29-May-2015	3135G0KZ5	6,000,000.0000	\$5,997,000.00 USD	\$5,996,760.00 USD	AA+	AAA	(\$240.00) USD	0.600%	\$36,000.00 USD	
Government Obligations	FFCB BDS 1.170% 12/14/15	14-Dec-2015	31331K2S8	4,000,000.0000	\$4,000,000.00 USD	\$4,008,560.00 USD			\$8,560.00 USD	1.168%	\$46,800.00 USD	
Government Obligations	FFCB BDS 0.770% 2/01/16	01-Feb-2016	3133EAND6	2,000,000.0000	\$1,999,000.00 USD	\$2,000,900.00 USD			\$1,900.00 USD	0.770%	\$15,400.00 USD	
Government Obligations	FFCB BDS 1.030% 3/27/17	27-Mar-2017	3133EAVS4	5,000,000.0000	\$5,000,000.00 USD	\$4,988,700.00 USD			(\$11,300.00) USD	1.032%	\$51,500.00 USD	
Government Obligations	FHLMC MTN 1.210% 3/28/17	28-Mar-2017	3134G3SC5	5,000,000.0000	\$5,000,000.00 USD	\$5,009,650.00 USD	AA+	AAA	\$9,650.00 USD	1.208%	\$60,500.00 USD	
Government Obligations	FNMA NTS S/U 1.000% 4/25/17	25-Apr-2017	3136G0DE8	3,000,000.0000	\$3,000,000.00 USD	\$3,007,020.00 USD	AA+	N/A	\$7,020.00 USD	0.998%	\$30,000.00 USD	
<b>Subtotals</b>												
Cash & Cash Equivalents						\$13,459,122.91 USD	\$13,468,525.00 USD			\$9,402.09 USD		\$78,120.15 USD
Government Obligations						\$35,995,000.00 USD	\$36,068,200.00 USD			\$73,200.00 USD		\$334,700.00 USD
<b>Totals</b>						\$49,454,122.91 USD	\$49,536,725.00 USD			\$82,602.08 USD		\$412,820.15 USD

HISAKU

PUBLIC  
AGENCY  
RETIREMENT  
SERVICES

# PARS

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INYO  
ADMIN  
CLERK

COUNTY OF INYO  
PARS GASB 45 Program

Monthly Account Report for the Period  
4/1/2012 to 4/30/2012

Kevin Carunchio  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

### Account Summary

Source	Beginning Balance as of 4/1/2012	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 4/30/2012
Employer Contribution	\$3,937,870.61	\$0.00	\$5,524.10	\$848.06	\$0.00	\$0.00	\$3,942,546.65
<b>Totals</b>	<b>\$3,937,870.61</b>	<b>\$0.00</b>	<b>\$5,524.10</b>	<b>\$848.06</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,942,546.65</b>

**Investment Selection**  
HighMark PLUS Moderate

### Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

### Investment Return

1-Month	3-Months	1-Year	Annualized Return			Inception Date
			3-Years	5-Years	10-Years	
0.14%	4.19%	2.57%	N/A	N/A	N/A	6/16/2010

Information as provided by Union Bank, Trustee for PARS GASB 45 Program; Not FDIC Insured, No Bank Guarantee; May Lose Value  
 Past Performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.  
 Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.  
 Inception Date: Plans inception date