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.

August 21, 2012

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

PLEDGE OF ALLEGIANCE

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

1. ***PUBLIC COMMENT***

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

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

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

HEALTH AND HUMAN SERVICES

4. ***Behavioral Health Services*** – Request Board appoint the following to the Mental Health Advisory Board to complete four-year terms ending June 30, 2015: Mr. Duane Blume, Ms. Betty Hinga, Ms. Debra Hokoana and Mr. Robert Morgan. *(Notice of vacancies resulted in requests being received from Mr. Blume, Ms. Hinga, Ms. Hokoana, and Mr. Morgan.)*

5. ***Inyo First Five Commission*** – Request Board ratify and approve the Contract between the County of Inyo and Bishop Indian Head Start for the provision of Child Health and Development services from July 1, 2012 through June 30, 2013, in an amount not to exceed $22,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.

PUBLIC WORKS

6. Request approval of the Agreement between the County of Inyo and Great Basin Unified Air Pollution Control District to accept up to $125,000 for activities related to the resurfacing of Old State Highway in the Community of Keeler; and authorize the Interim Public Works Director to sign.

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

7. ***COUNTY ADMINISTRATOR*** – Request Board receive an update from the Inyo County Superior Court regarding the status of State funding for new court facilities in Inyo County and consider a request for a letter in support of securing funding. *(Letter to be provided prior to or during the discussion).*

8. ***BOARD OF SUPERVISORS – Supervisor Marty Fortney*** – Request Board approve the Inyo County U.S. Flag Display Policy to establish the policy which authorizes the U.S. Flag to be flown at half staff on County facilities; and direct that this policy be included in the Administrative Manual.

9. ***BOARD OF SUPERVISORS – Supervisor Marty Fortney*** – Request Board A) approve a letter opposing SB 1221 (lieu) and authorize the Chairperson to sign; and B) amend the Legislative Platform by adding Item No. 17 to the *Resource and Environmental Section* to read: ***Oppose*** any legislation that could negatively impact outdoor recreation including but not limited to off highway opportunities, fishing, hunting, hatchery operations, etc.

10. ***COUNTY ADMINISTRATOR – Information Services*** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position comes from Health and Human Services, as certified by the Information Services Manager and the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Network and Operations Analyst, the position could possibly be filled through an existing list or an internal recruitment, however, an open recruitment is more appropriate to ensure qualified applicant apply; and C) approve the hiring of one Network and Operations Analyst I at Range 65 ($3,671 - $4,464) through IV ($4,768 - $5,796) and authorize to hire at the E step depending upon qualifications.

11. ***CHILD SUPPORT SERVICES*** – Request Board approve a proclamation declaring August 2012 as Child Support Awareness Month in Inyo County.

12. ***TREASURER-TAX COLLECTOR*** – Request Board approve a request by Coso Operating Company, LLC acting on behalf of Coso Power Developers, Coso Finance Partners and Coso Energy Developers Partnership to submit a partial payment for the 2012-13 unsecured taxes in the amount of $4,500,000 and direct the Treasurer-Tax Collector to process the payment upon receipt.

13. ***HEALTH AND HUMAN SERVICES – Social Services*** – Request Board receive an update regarding and discuss the fluid developments and possible scenarios involving Social Services Medi-Cal Administrative funds; providing direction to staff and Board representatives regarding Inyo County's policy position, including considering possible modifications to the Board's legislative platform.

14. ***PLANNING*** – Request Board extend the term of the Natural Resource Advisory Committee for three years.

15. ***CLERK OF THE BOARD*** – Request approval of the minutes of the August 7, 2012 Board of Supervisors Meeting.

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

11:30 a.m. 16. ***COUNTY ADMINISTRATOR – Motor Pool*** – The Board will conduct a workshop with Motor Pool Staff on recommendations for the 2012-13 Motor Pool Vehicle Purchases.

1:00 p.m. 17. ***PLANNING*** – The Board will receive a presentation from and discuss with representatives of the Death Valley National Park the Wilderness and Backcountry Stewardship Plan and Environmental Assessment for Death Valley National Park.

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

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

18. ***PUBLIC COMMENT***

CLOSED SESSION

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

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

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

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

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

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

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

25. ***SHERIFF'S*** – Sheriff and Jail Overtime Report for the month of July 2012.

Note: The public is invited to join the Board of Supervisors after the Board Meeting, to attend a Lone Pine Chamber of Commerce sponsored reception in the lobby of the Administrative Center in Independence to commemorate the opening of the new gallery display in the Board Chambers of the winning photographs of the Inyo County Photo Shootout Contest.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
3

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF August 21, 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)_____ 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
4

X Consent | Departmental | Correspondence Action | Public Hearing

Scheduled Time for | Closed Session | Informational

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: **August 21, 2012**

SUBJECT: Appointments to the Mental Health Advisory Board

DEPARTMENTAL RECOMMENDATION:
Request your Board approve the appointment of Mr. Duane Blume, Ms. Betty Hinga, Ms. Debra J. Hokoana and Mr. Robert Morgan to serve on the Mental Health Advisory Board to complete four-year terms ending June 30, 2015.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
In accordance with the by-laws of the Mental Health Advisory Board (MHAB) and Welfare and Institutions Code (WIC) 5604 et seq., a minimum of a five member Board is to be maintained in order to, among other duties, advise the Board of Supervisors and the Mental Health Director on services and operations of the local mental health program. The MHAB also serves a quality improvement and advocacy function. The MHAB strives to represent the consumers of Mental Health services in shaping Behavioral Health services. The Board is to be made up of persons with interest in mental health issues including persons with lived experience. The MHAB is also well attended by residents of Progress House and/or persons who participate in the wellness centers. In accordance with these duties, the MHAB requests the appointment of Mr. Dwayne Blume, and Ms. Betty Hinga, Ms. Debra Hokoana and Mr. Robert Morgan. Each of these candidates submitted a letter of interest during a recent recruitment conducted by your Deputy Board Clerk. While Mr. Blume and Ms. Hinga have served on the Board in the past and will be reappointments, the other two candidates will be new to the Advisory Board. These four appointments will leave only one vacancy on the Board. We are very fortunate to have these individuals within our community as well as on this Board. We appreciate their interest and commitment in Behavioral Health and the provision of quality services.

ALTERNATIVES:
Your Board could deny the request for appointments thus impacting the effectiveness of the Board and its representation from our community by persons who are very knowledgeable about the concerns and challenges of our consumers of Mental Health Services.

OTHER AGENCY INVOLVEMENT:
The MHAB acts as a liaison between the community and staff from Behavioral Health to help bring information to the public regarding issues surrounding behavioral health and its consumers.

FINANCING:
There is no cost to the County.

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

DEPARTMENT HEAD SIGNATURE: Jean Turner pc Date: 8/9/12

(Not to be signed until all approvals are received)

RESUME OF PERSON INTERESTED IN SERVING
AS A MEMBER OF THE
INYO COUNTY HEALTH AND HUMAN SERVICES/BEHAVIORAL HEALTH
MENTAL HEALTH ADVISORY BOARD

Name: Duane Blume **Telephone:** [redacted]

Home Address: [redacted]

Profession: University Professor – Retired

Business Name: Not Applicable

Address: N/A **Telephone:** N/A

I am interested in Mental Health/Alcoholand Other Drug Services, and I am A

X Representative of a consumer of Mental Health Services

Brief Resume of Employment, Education, Activities, and Interests

Ph.D. Physiology, UC Berkeley 1964
Helped form first Inyo County Mental Health Association (late 1960s)
Professor of Biology, CSUBakersfield 1972-2000
Emeritus Professor of Biology, CSUB 2000

The following is a brief statement concerning why I wish to serve on the Advisory Board, and why I believe I am qualified:

I am presently on the Advisory Board and wish to be reappointed.

The Mental Health Advisory Board Hereby requests the Inyo County Board of Supervisors to consider the applicant for appointment to service for the term of:
_____ to _____

Signature _____
Chairperson

RESUME OF PERSON INTERESTED IN SERVING AS A MEMBER OF THE INYO COUNTY HEALTH AND HUMAN SERVICES/BEHAVIORAL HEALTH (MENTAL HEALTH ADVISORY BOARD

Name: BETTY LEE HINGA Telephone: [redacted]

Home Address: [redacted]

Profession/Occupation: RETIRED

Business Name: _____

Address: _____ Telephone: _____

I am interested in Mental Health/Alcohol and Other Drug Services, and I am a: (check one)

- ☐ Representative of the General Public
- ☒ Representative of a Consumer of Mental Health Services
- ☐ Professional Representative

Brief Resume of Employment, Education, Activities, and Interests:

HAVE WORKED SINCE IN SR. H.S. IN MANY DIFFERENT CAPACITIES - DOMESTIC CLEANING, IRONING, BABYSITTING, RETAIL, CLERICAL, RESTAURANT WAITING + COOKING, MOTEL HOUSEKEEPING, ACCOUNTS PAYABLE + RECEIVABLE, ADMINISTRATIVE, COURT CLERK, IN COURT CLERK, HOSPITALS, CANNING PACKING + PICKING FRUITS + VEGETABLES, (WORKED @ THE WHEELERY NY TEST SITE), AS I SAID, A VARIED WORK CAREER. FINISHED THROUGH THE 12TH GRADE - DRAWING, PAINTING, SPORTS (ALL KINDS) LITERATURE + READING, NATURE, MENTAL HEALTH CAUSES + RECOVERY, MINE + MY PEERS, POVERTY, HOMELESSNESS, SPIRITUAL ENLIGHTENMENT, PEOPLE AND OUR FUTURE!

The following is a brief statement concerning why I wish to serve on the Advisory Board, and why I believe I am qualified:

I CARE ABOUT WHERE OUR BEHAVIORAL HEALTH CMSP SERVICES ARE HEADED DURING THESE STRESSFULL + ECONOMIC TIMES. QUESTIONS REGARDING MEDICAL, MEDICARE, SOCIAL SECURITY I.S.S.I., AND THE POTENTIAL FALLOUT EFFECTS ON MYSELF + MY PEERS?

The Mental Health Advisory Board hereby requests the Inyo County Board of Supervisors to consider the applicant for appointment to service for the term of:

_____ to _____

Signature Betty Lee Hinga
Chairperson

RESUME OF PERSON INTERESTED IN SERVING
AS A MEMBER OF THE
INYO COUNTY HEALTH AND HUMAN SERVICES/BEHAVIORAL HEALTH
(MENTAL HEALTH - ALCOHOL and OTHER DRUG SERVICES)
ADVISORY BOARD

Name: DEBRA HOKOANA Telephone: [redacted]

Home Address: [redacted]

Profession/Occupation: S.S.I.

Business Name: _____

Address: _____ Telephone: _____

I am interested in Mental Health/Alcohol and Other Drug Services, and I am a: (check one)

- ☑ Representative of the General Public
- ☐ Representative of a Consumer of Mental Health Services
- ☐ Professional Representative

Brief Resume of Employment, Education, Activities, and Interests:
IN HOME CARE SERVICES - 10 YRS.
GRADUATE PLUS 1 YR COLLEGE
ENJOY HELPING PEOPLE
ENJOY CAMPING

The following is a brief statement concerning why I wish to serve on the Advisory Board, and why I believe I am qualified: I CARE ABOUT THE COMMUNITY AND CONSUMERS' INVOLOED W/ MENTAL HEALTH

The Mental Health Advisory Board hereby requests the Inyo County Board of Supervisors to consider the applicant for appointment to service for the term of:

_____ to _____

Signature Debra J. Hokoana
Chairperson

RESUME OF PERSON INTERESTED IN SERVING
AS A MEMBER OF THE
INYO COUNTY HEALTH AND HUMAN SERVICES/BEHAVIORAL HEALTH
(MENTAL HEALTH - ALCOHOL and OTHER DRUG SERVICES)
ADVISORY BOARD

Name: Robert Morgan Telephone: [redacted]

Home Address: [redacted]

Profession/Occupation: Disabled

Business Name: _____

Address: _____ Telephone: _____

I am interested in Mental Health/Alcohol and Other Drug Services, and I am a: (check one)

- ☑ Representative of the General Public
- ☐ Representative of a Consumer of Mental Health Services
- ☐ Professional Representative

Brief Resume of Employment, Education, Activities, and Interests:

I have worked a packer for Bishop Pack Outfitters
I have a 10th grade education
Riding and am interested in starting to rope

The following is a brief statement concerning why I wish to serve on the Advisory Board, and why I believe I am qualified:

I love working with people

The Mental Health Advisory Board hereby requests the Inyo County Board of Supervisors to consider the applicant for appointment to service for the term of:

_____ to _____

Signature _____
Chairperson

For Clerk's Use Only:
AGENDA NUMBER

5

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF: August 21, 2012

SUBJECT: Request approval of contract between Bishop Indian Head Start (BIHS) and the County of Inyo.

DEPARTMENTAL RECOMMENDATION:

Request Board of Supervisors ratify the proposed contract between Bishop Indian Head Start and the County of Inyo for the provision of Child Health and Development services from July 1, 2012, to June 30, 2013, in an amount to exceed $22,000, contingent upon Board's adoption of FY 2012/2013 Budget, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract began routing in May, and some changes were made to refine the scope of work and budget from meetings June 6 and 12 between First 5 Inyo and BIHS directors to create clear, reasonable quarterly goals. Once those were approved it went to the Contractor's tribal board for review, approval, and signature, and began its final loop though county channels to BOS approval on July 17, 2012.

Bishop Indian Head Start is developing and instituting a plan this year to incorporate four quality outdoor learning environments into their facility and teaching methodologies. They will be building and equipping an outdoor science center that includes sand & water play as well as natural counting, sorting, and measuring stations; a dramatic play area with stage, props, & interactive musical elements; an art & literacy area that promotes fine & gross motor development, print concepts, use of symbols, self-expression & social emotional skills; and multiple storage, climbing, and seating options within each of these areas to help encourage access to learning tools, classroom togetherness, and ease of learning.

ALTERNATIVES:

Denying this request would mean that the outdoor learning center and curriculum could not be implemented at Bishop Indian Head Start this year, impacting about seventy-five children who could greatly benefit from the increased academic skills and social emotional benefits that have been proven to be associated with outdoor classrooms both nationally & internationally in the past seven years.

OTHER AGENCY INVOLVEMENT:

BIHS has already paid for some initial training and site plan development from their limited staff training budget in order to get their teachers and facility prepared to take the next steps of carrying out this plan.

FINANCING:

This contract would be funded from designated First 5 Inyo General Budget dollars. This is budgeted in First Five (643000) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 8/1/2012 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes 8/8/12 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ 8/9/12 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner JE Date: 8/9/12

AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Indian Head Start
FOR THE PROVISION OF Child Health and Development **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Child Health and Development services of Bishop Indian Head Start 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 Jean Turner, whose title is: Director of Inyo HHS. 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 $22,000 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
First 5 Inyo County, a Division of Inyo HHS — Department
568 W. Line Street — Street
Bishop, CA 93514 — City and State

Contractor:
Bishop Indian Head Start — Name
405 N. Barlow Ln — 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 Bishop Indian Head Start
FOR THE PROVISION OF Child Health and Development **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

TRIBAL CHAIRMAN
Print or Type

Dated: 7/12/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Indian Head Start
FOR THE PROVISION OF Child Health and Development **SERVICES**

TERM:

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

SCOPE OF WORK:

The contractor shall provide Child Health services in the County of Inyo as detailed in the attached Scope of Work for Bishop Indian Head Start 2012-13, and incorporated herein by reference. Contractor shall perform all the tasks listed in this plan by June 30, 2013 including the provision of fiscal reports and any evaluation materials listed in the SOW to the satisfaction of the First 5 Inyo Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted to First 5 Inyo County for approval , and shall include "Funded by First 5 Inyo County, a division of Inyo Health & Human Services" & the First 5 Inyo logo.

The major services this contract addresses are:

-Outdoor Classroom Training in June 2012 paid for by BIHS.
-Development of an outdoor classroom design, budget, and timeline for installation of four key design components during 2012-13. Installation of each will be accompanied with a training on how teachers can utilize these outdoor play areas to facilitate maximum learning and active play.
-Host a preschool family celebration before graduation to share with families the importance of extending outdoor play for both their child's health and developmental benefits.

SCOPE OF WORK FOR Bishop Indian Head Start (BIHS) 2012-13 CONTRACT

TASKS CONTRACTOR SHALL ACCOMPLISH: *(to the satisfaction & approval of First 5 Inyo Commission)*	MATERIALS CONTRACTOR SHALL PROVIDE: *(all reporting materials are subject to First 5 Director's approval according to State reporting standards & the okay of the First 5 Inyo Commission)*	DUE DATE: *(Late after 7 days from)*
Staff attends 4-part outdoor garden workshop in June paid for by other BIHS dollars. Draw up plan for outdoor outdoor classroom design and budgets for each area.	* Copy of outdoor classroom design detailing 4 primary areas for 2012-13 quarterly development & matching budgets. Also premeasure ECCERS/POEMS regarding site.	AUG. 1, 2012
Installation of 1 area and a training on how to utilize it for many lessons and ways to play will be scheduled quarterly, for a total of 4 area and 4 trainings by 6/30/13.	* Pictures of each classroom area before & after * Teacher post-training surveys describing take-aways * Quarterly invoices	SEPT. 30, 2012 DEC. 30, 2012 MAR. 30, 2013 JUN. 30, 2013
BIHS will host a family celebration in May before the graduation to share with families the importance of the outdoors & how to extend outdoor play/learning at home.	* Copy of celebration invitation to families & event pics * Yellow Center Intake Form sign-In sheet of attendees * # of First 5 Developmental Play at Home books sent home	JUN. 30, 2013
Any outstanding invoices, reciepts, or evaluation materials not previously submitted to first 5 are due.	*Any of the above not yet received	JUN. 30, 2013

BONUS FOR FUTURE FUNDING & PARTNERSHIPS:

First 5 Inyo rewards partners who help create synergy to distribute messages and materials the Commission deems valuable, with bonus points toward future projects. Resources you can help distribute include:

New & Used books from the Reading Railroad	Elmo Nutrition & Fitness DVD
Early Childhood Newsletters	Developmental Play at Home booklet
Early Oral Health education & supplies	

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Bishop Indian Head Start

FOR THE PROVISION OF Child Health & Development **SERVICES**

TERM:

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

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt & approval of quarterly invoices as required, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2012 to June 30, 2013 in an amount not to exceed $22,000.

Notwithstanding paragraph 3.E. Billing & Payment, actual program and equipment costs are to be invoiced to the First 5 Inyo County after service delivery on a quarterly basis. Invoices with attached expenditure spreadsheets, and related evaluation materials should be received by First 5 Inyo no later than 7 days after due dates. In the event that invoices or evaluation materials are not forthcoming in that time period, the First 5 Inyo County commission retains the right to withhold further payment until satisfactory receipt and review of those materials has taken place.

Indirect costs shall not exceed 15% of the total contracted amount.

Expenditures should not deviate from the attached invoicing chart approved by the First 5 Inyo Commission on May 10, 2012 by more than $1,000 without express written permission from the Commission.

Also, contractors should be aware that the terms of this contract are contingent on continued state funding, and if state level cuts were to occur to our revenues the County may cancel this contract at will at any time upon 30 days written notice of their intent to cancel.

Quarterly Invoices Due:	Late After:
SEPT. 30, 2012	OCT. 7, 2012
DEC. 30, 2012	JAN. 7, 2013
MAR. 30, 2013	APR. 7, 2013
JUN. 30, 2013	JULY 7, 2013

2012/2013 Invoicing Chart for Bishop Indian Head Start

GENERAL	BUDGET	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL
SERVICES	5,800										
AREA 1 Vid/Web Training	400										
AREA 2 Vid/Web Training	400										
AREA 3 Vid/Web Training	400										
AREA 4 Onsite Allday Trning	2,000										
Site Clearing & Construction	2,000										
Site Design	600										
SUPPLIES	13,200										
Curriculum											
Tables & Seating											
Storage & Organization											
Play & Learning Aids											
Natural Elements											
Musical Elements											
Garden Supplies											
Plants, Trees, & Grass											
Promotion Materials	100										
Food & Drink	500										
TRAVEL	500										
Outdoor Classroom Field Trip	500										
MISCELLANEOUS	1,000										
INDIRECT	1500										
not to exceed 10%											
TOTALS	$22,000										

Use this chart to keep a running total for FY 2012-13. Attach documentation along with each quarter's evaluation materials for prompt reimbursement.
Invoice summary, copy of chart, and all bold type evlaution materials due by the 7th of each new month.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Bishop Indian Head Start
FOR THE PROVISION OF Child Health and Development **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 Bishop Indian Head Start
FOR THE PROVISION OF Child Health and Development **SERVICES**

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1

Insurance Requirements for Most Contracts

(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

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
6

FROM: Public Works Department

FOR THE BOARD MEETING OF: August ~~14~~ 21, 2012

SUBJECT: Approve Agreement with Great Basin Unified Air Pollution Control District

DEPARTMENTAL RECOMMENDATIONS:

1. Approve Agreement with the Great Basin Unified Air Polution Control District to accept up to $125,000 for activities related to the resurfacing of Old State Highway in the Community of Keeler;
2. Authorize the Interim Public Works Director to sign the agreement on behalf of the County

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Old State Highway within Keeler is in the County's system of maintained roads. Old State Highway appears to have been a county road prior to the development of the State Highway System. It was adopted as a state highway, and after State Highway 136 was realigned, it was relinquished back to the County. This road provides access to the transfer station that serves the Keeler area. The pavement on the portion of the road from the town to the transfer station has deteriorated to the point that it is perceived to be an unpaved road. Members of the community applied to the Great Basin Unified Air Pollution Control District (GBUAPCD) for funding from the Clean Air Projects Program to resurface the portion of the road to the transfer station. As a part of the discussion, the GBUAPCD agreed to provide asphalt materials and some related costs to repave the portion of the road from the transfer station to and extend into the community. The Road Department has estimated the costs, including the labor and equipment to complete the paving. The cost of County contributed labor and equipment is estimated to be $40,000. The estimated actual revenue from the grant is $115,000.

ALTERNATIVES:

Your Board could choose to not accept the grant funding. That is not recommended because the road is not scheduled for resurfacing without the grant funding.

OTHER AGENCY INVOLVEMENT:

County Counsel
Great Basin Unified Air Pollution Control District
Auditor

FINANCING:

The Revenue from the grant is included in 034600 4599 and the expenditures are included in the 034600 budget unit.

Re: Approve Agreement with Great Basin Unified Air Pollution Control District

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: yes Date 8/13/12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 8/14/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 8-14-12

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
CLEAN AIR PROJECTS PROGRAM

GRANT AGREEMENT

Keeler Old State Highway Dust Abatement Project
GRANT NO. CAPP-12-12

1. PARTIES - The Parties to this Agreement ("Agreement") are the Great Basin Unified Air Pollution Control District ("DISTRICT") whose address is 157 Short Street, Bishop, CA 93514, and Inyo County Department of Public Works and Road Department ("GRANTEE") whose address is 168 N. Edwards Street, P.O. Drawer Q, Independence, CA 93526.

2. RECITALS
   A. DISTRICT is the local agency with primary responsibility for regulating air pollution in the Great Basin Unified Air Pollution Control District in the State of California. DISTRICT is authorized to enter into this Agreement under California Health and Safety Code Section 40701.
   B. DISTRICT desires to award GRANTEE a Clean Air Projects Program ("CAPP") grant to fund the activities as described in Attachment A, "Work Plan and Schedule", in amounts as set forth in section 11 below and per the provisions of Attachment B, "Budget".
   C. Both Parties to this Agreement have had the opportunity to have this Agreement reviewed by their respective attorneys.

3. TERM - The term of this Agreement is from May 24, 2012 to December 31, 2013, unless further extended by amendment of this Agreement in writing, or terminated earlier.

4. TERMINATION
   A. DISTRICT has the right to terminate this Agreement at its sole discretion at any time upon thirty (30) calendar days written notice to GRANTEE. Notice of Termination shall specify the effective date and basis of termination which shall be no less than thirty (30) calendar days from the date of delivery of the Notice of Termination, and delivered in accordance with the provisions of section 13 below. Immediately upon receipt of Notice of Termination, GRANTEE shall cease all activities under this Agreement, except activities as specified by DISTRICT in Notice of Termination. Within forty-five (45) calendar days of receipt of written notice, GRANTEE is required to:
      i) Submit a final written report describing all work performed by GRANTEE in accordance with the provisions of section 10 below;
      ii) Submit an accounting of all grant funds expended up to and including the date of termination in accordance with the provisions of section 10 below;
      iii) Reimburse DISTRICT for any unspent CAPP funds advanced to GRANTEE by DISTRICT.
   B. DISTRICT may terminate this Agreement and be relieved of any payments should GRANTEE fail to perform the requirements of this Agreement pursuant to the schedule and in the manner herein provided (see Attachments A and B).
   C. GRANTEE has the right to terminate this Agreement at its sole discretion and any time. Upon decision to terminate Agreement, GRANTEE must immediately notify DISTRICT in accordance with the provisions of section 13 below and cease all activities under this Agreement. Within thirty calendar days of DISTRICT's receipt of Notice of Termination, GRANTEE is required to:
      i) Submit a written termination report detailing all CAPP work performed to date by GRANTEE in accordance with the provisions of section 10 below;
      ii) Submit an accounting of all CAPP grant funds expended up to and including the date of termination decision in accordance with the provisions of section 10 below;

iii) Reimburse DISTRICT for any unspent CAPP grant funds advanced to GRANTEE.

5. NO AGENCY RELATIONSHIP CREATED / INDEPENDENT CAPACITY - GRANTEE and all agents, employees, representatives or officers of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of DISTRICT or of the DISTRICT's CAPP Administrator, and nothing herein shall be construed to be inconsistent with that relationship or status. Other than as set forth and required by this Agreement, DISTRICT shall not have the right to direct or control the activities of how GRANTEE performs the services provided herein. DISTRICT's Air Pollution Control Officer has sole authority to designate a CAPP Administrator for the purposes of the provisions of this contract.

6. STAFF / SUPPLIERS / CONTRACTORS / SUBCONTRACTORS / VOLUNTEERS
   A. GRANTEE shall agree to comply with all applicable laws governing public contracts, including but not limited to Inyo County Code of Ordinances, Title 6, Purchasing and Contracting.
   B. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between DISTRICT or the CAPP Administrator, and any GRANTEE staff, suppliers, contractors, subcontractors and volunteers. No agreement with GRANTEE staff, suppliers, contractors, subcontractors and volunteers shall relieve GRANTEE of its responsibilities and obligations hereunder. GRANTEE shall and agrees to be fully responsible to DISTRICT and CAPP Administrator for the acts and omissions of its staff, suppliers, contractors, subcontractors and volunteers, and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by GRANTEE. GRANTEE's sole obligation to pay its staff, suppliers, contractors and subcontractors is an independent obligation from DISTRICT's obligation to make payments to GRANTEE. As a result, DISTRICT shall have no obligation to pay or to enforce the payment of any CAPP moneys to any staff, supplier, contractor or subcontractor of GRANTEE for any reason or purpose hereunder. Any lien or other such instrument filed against DISTRICT for GRANTEE's failure to pay for any obligation under this agreement shall be resolved and expenses recovered by DISTRICT from GRANTEE at GRANTEE's sole cost.

7. STATE AND FEDERAL TAXES - GRANTEE agrees to assume all tax reporting requirements and tax liabilities associated with CAPP grant payments as required by the Federal Internal Revenue Service and California Franchise Tax Board. If GRANTEE has any questions or concerns regarding tax liabilities, it is GRANTEE's sole responsibility to contact its accountant and/or tax preparer for such answers and directions as required by State and Federal law.

8. INDEMNIFICATION - GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT and the CAPP Administrator, their officers, employees, agents, representatives, and successors-in-interest against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including reasonable attorney fees) that DISTRICT and CAPP Administrator, their officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay arising from the death or injury of any person or persons (including employees and volunteers of GRANTEE), or from destruction of or damage to any property or properties, caused by or connected with the performance of this Agreement by GRANTEE, its employees, contractors, subcontractors, volunteers or agents thereof.

9. INSURANCE / WORKERS' COMPENSATION - GRANTEE shall procure and maintain for the duration of Agreement term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by GRANTEE and any results of that work by GRANTEE, its employees, contractors, subcontractors, volunteers or agents thereof.

A. Minimum Scope of Insurance.
As appropriate to GRANTEE's organization and CAPP-funded activities, coverage shall be at least as broad as:
i) Insurance Services Office Commercial General Liability coverage (Form CG 0001);
ii) Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto);
iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance.
As appropriate to GRANTEE's organization and CAPP-funded activities, GRANTEE shall maintain limits no less than:
i) General Liability: $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;
ii) Automobile Liability: $300,000 per accident for bodily injury and property damage;
iii) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-insured Retentions.
Any deductibles or self-insured retentions must be declared to and approved by DISTRICT in writing and attached to this agreement. At DISTRICT's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions or GRANTEE shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. Other Insurance Provisions.
The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
i) CAPP Administrator and DISTRICT, their officers, employees, agents and representatives are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of GRANTEE or liability arising out of automobiles owned, leased, hired, borrowed by or on behalf of GRANTEE;
ii) For any claims related to Agreement, GRANTEE's insurance coverage shall be primary insurance as respects CAPP Administrator and DISTRICT, their officers, employees, agents and representatives. Any insurance maintained by CAPP Administrator and DISTRICT, their officers, employees, agents and representatives shall be excess of GRANTEE's insurance and shall not contribute with it;
iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by GRANTEE or any party on behalf of GRANTEE, except after thirty (30) calendar days written notice by certified mail, return receipt requested, received by DISTRICT in accordance to the provisions of section 13 below;
iv) 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. At its option, DISTRICT may waive this requirement.

F. Verification of Coverage.
GRANTEE shall furnish DISTRICT with two (2) original 'Certificates of Liability Insurance' and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by GRANTEE's insurer, with one (1) Certificate of Liability Insurance each naming the following as additional insured:
1) Lisa Isaacs, Clean Air Projects Program Administrator;
2) Great Basin Unified Air Pollution Control District.

All certificates and endorsements are to be received and approved by DISTRICT before GRANTEE commences work on CAPP-funded activities. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. REPORTING - As set forth in Attachment A, Work Plan and Schedule, GRANTEE shall furnish ongoing CAPP grant activity reports to CAPP Administrator at regular intervals as established by GRANTEE and agreed upon by DISTRICT. Additionally, a final report will be due at the close of the Agreement term. All reports are to be sent in accordance with the provisions of section 13 below; however, signed, original copies of all CAPP invoices must be received by CAPP Administrator before payment will be considered. Informal updates in the form of e-mail or telephone communication shall be furnished to CAPP Administrator by GRANTEE at any point as requested by CAPP Administrator.
   A. CAPP-funded grant activity reports must contain at a minimum:
      i) General program update;
      ii) Program schedule update, including milestones reached;
      iii) Program hurdles, challenges and successes;
      iv) Financial report, including original, signed CAPP invoice statement and supporting documentation in accordance with the provisions of section 11 below;
      v) Program changes and additional updates;
      vi) Accompanying materials and attachments as referenced in activity report.
   B. Final report is advised to contain at a minimum:
      i) Program summary and objectives;
      ii) Geographic location(s) of program implementation and populations directly affected;
      iii) CAPP amount awarded and how monies were used;
      iv) Amount and explanation of shared program expenses, direct and in-kind;
      v) Program successes;
      vi) Program problems and/or concerns and corrective actions taken;
      vii) Findings, conclusions and/or recommendations;
      viii)Future plans for ongoing program support;
      ix) List of program's suppliers, contractors and subcontractors funded by CAPP grant monies;
      x) Identification of types of air pollution reduced and total estimated amounts reduced by program activities;
      xi) Media coverage of program and other promotional or educational materials as created for program use;
      xii) Photos of program implementation and final results.

11. PAYMENT / INVOICING
   A. DISTRICT agrees to award GRANTEE a grant in the amount of $125,000 for the activities described in Attachment A, Work Plan and Schedule. These monies shall be payable by DISTRICT upon CAPP Administrator receiving from GRANTEE payment invoices and required reporting documents submitted in accordance with the provisions of section 10 above.
   B. The Budget, attached to and incorporated herein by reference to this Agreement as Attachment B, states the maximum amount of allowable costs for each of the tasks identified in the Work Plan

and Schedule, attached to and incorporated herein by reference to this Agreement as Attachment A. DISTRICT shall reimburse GRANTEE for only the work and tasks specified in the Work Plan and Schedule at only those costs specified in the Budget and incurred during the term of this Agreement.

C. GRANTEE shall carry out the work described on the Work Plan and Schedule in accordance with the Budget, and shall obtain CAPP Administrator's written approval of any changes or modifications to the Work Plan and Schedule or the Budget prior to performing the changed work or incurring the changed cost. If GRANTEE fails to obtain such prior written approval, DISTRICT, at its sole discretion, may refuse to provide funds to pay for such work or costs.

D. In demonstration of cost accountability, all invoices for approved work or costs submitted by GRANTEE for payment by CAPP funds must be accompanied by supporting documentation in the form of copies of supplier, vendor and contractor invoices, summarized personnel and operating expenses, and summarized overhead costs as allowed. GRANTEE is advised to use supplied invoice template for ongoing CAPP reporting and invoicing purposes. GRANTEE must maintain original vendor invoices, personnel and operating cost records for DISTRICT audit purposes per the provisions of section 18 below.

E. GRANTEE must send to CAPP Administrator via first class mail original, signed hard copies of all invoices and supporting documentation for payment approval in accordance to section 13 below. Electronic copies may be sent as back up or reference materials, but will not be accepted as original, required documentation for payment purposes.

F. Upon receipt of invoice and within seven (7) business days, CAPP Administrator shall perform a due diligence check on the invoice and required documentation. CAPP Administrator shall promptly notify GRANTEE of any missing data or documentation within the seven (7) business day period. Upon receipt of satisfactory answers and documentation regarding missing data or other CAPP-related questions, CAPP Administrator shall, within three (3) business days, forward to DISTRICT's Accounts Payable staff the signed, original invoice or other payment request together with a notification approving or authorizing payment to GRANTEE. Upon receipt by DISTRICT's Accounts Payable staff, the invoice or payment request will be paid directly to GRANTEE within fourteen (14) business days.

G. CAPP payments will be made by DISTRICT only to GRANTEE.

12. AUTHORIZED REPRESENTATIVE

A. GRANTEE shall continuously maintain a representative vested with signature authority authorized to work with DISTRICT and CAPP Administrator on all grant-related issues and activities. GRANTEE shall, at all times, keep CAPP Administrator informed as to the identity of the authorized GRANTEE representative.

B. GRANTEE, as a political subdivision of the State of California, may only act through its Board of Supervisors and the parties agree and acknowledge that any modifications, amendments or addendums to this Agreement must be approved by the Inyo County Board of Supervisors prior to the effective date of such.

13. NOTICES - All CAPP-related notices and reporting required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notices between parties shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT:

Clean Air Projects Program
Attn: Lisa Isaacs, Administrator
P.O. Box 100 – PMB 331
Mammoth Lakes, CA 93546-0100

E-mail: capp@gbuapcd.org
Telephone: 760/914-0388
Facsimile: 760/924-2287

GRANTEE:

Inyo County Department of Public Works and Road Department
Attn: Bob Brown
168 N. Edwards Street, P.O. Drawer Q
Independence, CA 93526

E-mail: bbrown@inyocounty.us
Telephone: 760- 878-0203
Facsimile: 760-878-2001

14. ADDITIONAL PROVISIONS - All attachment(s) to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

15. ACKNOWLEDGEMENTS - GRANTEE shall acknowledge the DISTRICT's support each time the activities funded, in whole or in part, by this Agreement are publicized in any news media, brochures or other type of promotional or educational materials. Written copy acknowledgement of DISTRICT's support must state "Funded by the Clean Air Projects Program, a joint project of the Great Basin Unified Air Pollution Control District and Los Angeles Department of Water and Power." Initials or abbreviations for DISTRICT shall not be used. Where activities are publicized in such brochures and materials, the CAPP logo may be used to replace or accompany written copy as approved by CAPP Administrator prior to GRANTEE's public release of such materials.

16. ADVERTISING / PUBLIC EDUCATION - GRANTEE shall submit copies of all draft public education or advertising materials to CAPP Administrator for review and approval prior to GRANTEE's use, distribution or publication of such materials.

17. FINANCIAL MANAGEMENT SYSTEM
    A. GRANTEE shall be responsible for maintaining an adequate financial management system for all CAPP-related activities and will immediately notify CAPP Administrator if GRANTEE cannot comply with the requirements in this section.
    B. GRANTEE's financial management system shall provide for:
        i) Financial reporting: Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant;
        ii) Accounting records: Records that adequately identify the source and application of funds for CAPP-supported activities, including cost sharing activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;
        iii) Internal control: Effective internal and accounting controls over all CAPP funds, property and other assets. GRANTEE shall adequately safeguard all such assets and assure that they are used solely for CAPP-authorized purposes;

iv) Budget control: Comparison of actual expenditures or outlays with budgeted amounts for each reporting period and Agreement term;
v) Source documentation: Accounting records that are supported by source documentation;
vi) Cash management: Procedures to minimize the time elapsing between any advancement of funds from CAPP and disbursement by GRANTEE, whenever such funds are advanced.

C. CAPP Administrator may review the adequacy of the financial management system of GRANTEE at any time subsequent to award of CAPP grant. If CAPP Administrator determines that GRANTEE's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by CAPP Administrator upon written notice to GRANTEE, until such time as the system meets with CAPP Administrator approval.

18. AUDIT / RECORDS ACCESS - GRANTEE agrees that CAPP Administrator and DISTRICT shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. GRANTEE agrees to allow CAPP Administrator and DISTRICT representatives access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of CAPP Administrator and DISTRICT to audit GRANTEE's records and interview GRANTEE's staff, suppliers, vendors and other program agents regarding any supplies, services, contracts or subcontracts related to performance of this Agreement.

19. FORFEIT OF GRANT FUNDS / REPAYMENT OF FUNDS IMPROPERLY EXPENDED - If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, DISTRICT, at its sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring GRANTEE to forfeit the unexpended portion of the grant funds and/or repay to DISTRICT any funds improperly expended.

20. COMPLIANCE - GRANTEE shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and required permits. GRANTEE shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. GRANTEE shall maintain compliance with such requirements throughout the grant period. GRANTEE shall ensure that all applicable requirements of the California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) are met for any approvals or other activities necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of CAPP grant funds.

21. PUBLICATION
A. DISTRICT shall approve in writing any report or other document prepared by GRANTEE in connection with performance under this Agreement prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
B. Until approved by DISTRICT, any report or other document prepared by GRANTEE shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by DISTRICT" unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
C. Information, data, documents or reports developed by GRANTEE for CAPP program purposes, pursuant to this Agreement, shall be part of DISTRICT's public record, unless otherwise indicated. GRANTEE may use or publish, at its own expense, such information, provided

DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Agreement:

"This document was prepared as a result of work paid for by the Clean Air Projects Program, a joint project of the Great Basin Unified Air Pollution Control District and Los Angeles Department of Water and Power. The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of other parties. The Great Basin Unified Air District, its officers, employees, contractors and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information provided herein."

D. GRANTEE shall inform its officers, employees, contractors, subcontractors and volunteers involved in the performance of this Agreement of the restrictions contained herein and shall require compliance with the above.

22. ASSIGNMENT - No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other party to this Agreement, and any attempt to do so shall be void upon inception.

23. WAIVER - No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants or conditions, or to exercise any future rights or remedies.

24. FORCE MAJEURE - DISTRICT, CAPP Administrator and GRANTEE shall not be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT, CAPP Administrator and GRANTEE, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Agreement.

25. SEVERABILITY - If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.

26. HEADINGS - Headings on the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

27. DUPLICATE EXECUTION - This Agreement is executed in duplicate. Each signed copy shall have the force and effect of an original.

28. GOVERNING LAW - Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be Inyo County, California.

29. ENTIRE AGREEMENT AND MODIFICATION - This Agreement represents the final, complete, and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Agreement may only be amended by mutual agreement of the parties in writing and signed by both parties.

30. SURVIVAL OF TERMS - The provisions of sections 8 (Indemnification), 18 (Audit / Records Access), 19 (Forfeit of Grant Funds / Repayment of Funds Improperly Expended) and 21 (Publication) shall indefinitely survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the below parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRCT

By: _____
Larry K. Johnston
Governing Board Chairman

Date: _____

INYO COUNTY PUBLIC WORKS DEPARTMENT AND ROAD DEPARTMENT

By: _____
Doug Wilson
Interim Director

Date: _____

ATTACHMENT A

WORK PLAN AND SCHEDULE

Inyo County – Keeler Dump Road Dust Reduction Project
CAPP Grant No. CAPP– 12-12

Schedule of tasks, events and milestones – reporting monthly

July 2012
Continue work on the Property Transfer/Road Easement agreement between the Wasson's, the Cosgroves and Inyo County. Work includes asking the title company to put together an agreement that all parties can sign. If the title company can not or will not provide the agreement, the property owners will ask the Public Works Department to provide an agreement.
Sam Wasson will be installing utilities across the Keeler Dump Road, in numerous locations. Work should be completed by the end of July
Inyo County Road Department to begin the process of obtaining new Asphalt Contracts (preparing documents, advertising and review by County Council)
Submit CAPP Report/invoice July 31

August 2012
Milestone - Present Property Transfer/Road Easement Agreement to the Inyo County Board of Supervisor's for approval.
Request the Inyo County Board of Supervisor's to approve Asphalt Contract to the apparent low bidder (end of August)
Survey staking, alignment adjustments and grading to be done by Inyo County Road Department
Paving date to be finalized in conjunction with the asphalt supplier
Determine how payment will be made (could happen in July)
Submit CAPP Report/invoice August 31

September 2012
Move paving equipment to the project site
Order hot mix asphalt
Milestone - Conduct paving operations
Project close out
Submit final CAPP Report/invoice September 30

ATTACHMENT B

BUDGET

Inyo County – Keeler Dump Road Dust Reduction Project
CAPP Grant No. – 12-12

BUDGET

Grantee:	Inyo County
Total CAPP Award	$125,000
Project Contact	Bob Brown/Road Superintendent
Grant Number	CAPP-12-12

Project Expenses	**Original Budget**	**Revised Budget**
Asphalt Materials 975 Tons	$ 97,500	
Hauling Asphalt	$ 11,000	
Surveying and miscellaneous Expenses	$ 6,500	
Road Departments Participation		
Mobilization of equipment to and from the project, labor and equipment for paving and shoulder work (estimate) *	($40,000)	
Estimated CAPP Contribution	**$115,000**	

- It is important to note that Inyo County Road Department has already spent time and resources to prepare the Keeler Dump Road for paving last fall. This included approximately 3 weeks of labor and equipment time, surveying expenses, hauling of base material and office staff time working on plans and right-of-way issues.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: August 21, 2012

SUBJECT: Court facilities financing update and request for support

DEPARTMENTAL RECOMMENDATION:

Request your Board receive an update from the Inyo County Superior Court regarding the status of State funding for new court facilities in Inyo County and consider a request for a letter in support of securing funding.

SUMMARY DISCUSSION:

Tammy Grimm, Executive Officer for the Superior Court of Inyo County, will update your Board on the status of State funding for new court facilities planned for Independence and Bishop.

Since funding for these projects is now in jeopardy, the Court is asking your Board to consider providing a letter of support for Court facility funding in Inyo County, as part of public comment to the Judicial Council of California and Administrative Office of the Courts in advance of a meeting next month to consider providing limited funding to a limited number of Court facilities. The initial draft letter provided by the Superior Court is attached. Staff will be suggesting modifications to this letter for your Board's consideration.

As your Board knows, the Trial Court Facilities Act transferred responsibility for all court facilities from counties to the State of California, and the State of California is now solely responsible for all courthouse siting funding, construction and maintenance. However, a letter of support may help secure funding for at least one of the of the Inyo Superior Court's facility needs.

ALTERNATIVES:

Your Board could choose not to send a letter or modify the draft letter, including but not limited to identifying preferred projects and/or locations where the limited funds should be prioritized for expenditure in the county.

OTHER AGENCY INVOLVEMENT:

Judicial Council of California and its Administrative Office of the Courts; Superior Court – Inyo County.

FINANCING:

Funding for all Court facility construction and maintenance is the sole responsibility of the State of California.

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

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

DRAFT- BOARD OF SUPERVISORS LETTER OF SUPPORT
SB 1407 INYO COURTHOUSE FACILITY

August 15, 2012

Brad R. Hill
Court Facilities Working Group
c/o San Francisco AOC/OCCM
455 Golden Gate Avenue
San Francisco, CA 94102-3688

Re: **Court Facilities Working Group Draft Criteria for Selection of SB 1407 Projects to Move Forward; Support for Inyo County Superior Court SB 1407 Project**

Sent via U.S. mail and email to OCCMComments@jud.ca.gov

Dear Justice Hill and Court Facilities Working Group Members:

We are writing this letter to express our strong support of the SB 1407 Inyo County Courthouse Facility Project that you are now in the process of reassessing. Our County is in desperate need of a new courthouse to serve our 18,634 citizens. This Board of Supervisors has been advocating and maintaining support for new facilities in both the Bishop and Independence courthouse locations for several years, and will continue to do so. We maintain a strong tradition of working in concert and proactively with the Inyo County Superior Court and Administrative Office of the Courts on court facility issues.

Our present courthouse facilities are overcrowded, physically deficient, and lack accessibility for disabled visitors. Security does not meet current required standards. The current Courthouse facilities lack adequate room for needed services, such as a self-help center, adequate space for jury assembly, and even private spaces for attorneys to confer with their clients. Our Sheriff Department does not have adequate holding areas for in-custody defendants waiting for their court hearings. Employees in Inyo courthouse facilities are packed into inadequate work spaces, which often impact the court's operations and ability to serve the public. These space concerns influence our County's access to court services and adjacency to other current community services and features- which a new Inyo Courthouse facility would provide.

Our Public Works Department and Sheriffs Office has been working directly with the Court in reevaluating the proposed Courthouse builds. In June 2012, we had a productive joint meeting with the Superior Court of California and Administrative Office of the Courts in order to provide input on working drawings and project plans, in an attempt to see if there were significant ways to reduce costs, scope, square footage, or lowering cost of construction. With the help of our County representatives, this meeting resulted in a reduction of approximately 15% from the original program, which will significantly lower costs while maintaining our needs for an effective and efficient Courthouse facility.

We feel confident that, in reviewing projects, you will once again confirm that the SB 1407 Inyo Courthouse project is vital to the continuation of effective judicial court functions within our County. The County of Inyo reiterates our commitment to work with you, and the Administrative Office of the Courts, to make this- or any Courthouse Construction Project—a reality.

Sincerely,

Board of Supervisors

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8

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

FROM: Supervisor Marty Fortney

FOR THE BOARD MEETING OF: August 28, 2012

SUBJECT: Inyo County U.S. Flag Display Policy

DEPARTMENTAL RECOMMENDATION: Request Board approve the Inyo County U.S. Flag Display Policy to establish the policy which authorizes the U.S. Flag to be flown at Half Staff on County facilities; and direct that this policy be included in the Administrative Manual.

SUMMARY DISCUSSION: This policy provides a consistent way for the Board of Supervisors to authorize when the U.S. Flag shall be flown at half staff on Inyo County facilities. It also provides a policy on when it is appropriate to display a black mourning streamer to display local mourning for individuals who meet certain criteria.

ALTERNATIVES: Your Board could choose to not adopt this Policy. This alternative is not recommended because this policy will provide a consistent way to determine when it is appropriate to fly the flag at half staff at County facilities.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is minimal cost associated with purchase the black mourning streamer for use at the Courthouse in Independence.

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, PURCHASES, CONTRACTS, RESOLUTIONS 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 8·15·12
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) Marty A Fortney Date: 8-15-12
(The Original plus 20 copies of this document are required)

ADMINISTRATIVE MANUAL
INYO COUNTY U.S. FLAG
DISPLAY POLICY

I. PURPOSE

This policy establishes the principles whereby the County of Inyo Board of Supervisors authorizes the U.S. Flag to be flown at Half Staff on County facilities. This policy authorizes attaching a black mourning streamer to the Flag, to display local mourning for individuals who meet certain criteria if authorized by the presiding Chairperson of the Inyo County Board of Supervisors.

II. GUIDING PRINCIPLES:

The County of Inyo follows the U.S. Flag Code which defines the proper etiquette for display and use of the U.S. Flag. The County of Inyo will fly its flags at half staff as directed by the President of the United States, the Governor of California, or as otherwise directed by U.S. Flag Code

1. The Flag Code provides for the Flag to be flown at half staff in mourning for designated, principal government leaders and also upon presidential or gubernatorial order.

2. In indicating when a flag should be flown at half staff, The Flag Code spells out many specific instances, i.e., May 5 – Peace Officers Memorial Day; Memorial Day, September 11, Fire Prevention Week, Pearl Harbor Remembrance Day and by Presidential order.

   It then provides the instance described as "in accordance with recognized customs or practices not inconsistent with law" to also indicate when a flag may be flown at half staff.

   In a report titled The United States Flag: Federal Law Relating to Display and Associated Questions by the Congressional Research Service ˜ The Library of Congress there is this conclusion: "Again, the provisions of the Flag Code on flying the flag at half-staff are, like all the Code's provisions, a guide only. They do not apply, as a matter of law, to the display of the flag at half-staff by private individuals and organizations. *No federal restrictions or court decisions are known that limit such an individual's lowering his own flag or that make such display alone a form of desecration."*

3. This policy sets forth the "recognized customs" acceptable for when the U.S. Flag may be flown at half staff on Inyo County facilities and when a display of local mourning through the use of a black mourning streamer is authorized.

III. LOCAL AUTHORITY FOR FLAGS BEING FLOWN IN MOURNING *(Recognized Customs and Practices)*

1. The U.S. Flag will be flown at half staff at County facilities for three days, upon notification to the County Administrator and concurrence of the Chairperson of the Board of Supervisors that a resident, child or grandchild of a resident, or a former resident, child or grandchild of a former resident of Inyo County serving in the U.S. Military, has been killed in the line of duty while protecting and serving their Country. Notification will include military verification of the death. Upon acceptance of the verification of the death the County Administrator will notify the Building and Maintenance Supervisor that the flags are to be flown at half staff.

2. The U.S. Flag will be flown at half staff at County facilities for three days, upon notification to the County Administrator and concurrence of Chairperson the Chairperson of the Board of Supervisors that an Inyo County law enforcement officer or firefighter, or any law enforcement officer or firefighter serving Inyo County, has been killed in the line of duty. Notification will include a description of the circumstances that resulted in the death. Upon acceptance of the verification of the death the County Administrator will notify the Building and Maintenance Supervisor that the flags are to be flown at half staff.

3. The U.S. Flag will be flown at half staff at County facilities for three days, upon notification to the County Administrator and concurrence of the presiding Chairperson of the Board of Supervisors that an Elected Official of Inyo County has died while in office. Upon acceptance of the verification of the death the County Administrator will notify the Building and Maintenance Supervisor that the flags are to be flown at half staff.

4. A black mourning streamer is authorized to be attached to the U.S. Flag flown at the Independence Courthouse, as a display of mourning for individuals who have died who have been deemed by the County Administrator with concurrence of the Chairperson of the Board of Supervisors to have met the criteria of having made a significant contribution to the well being of the people of Inyo County. The streamer will remain attached for three days.

   The black mourning streamer shall be four inches wide with a length of approximately 10 ft. folded in half and shall be affixed to the pole right above the flag or on the top grommet of the flag itself.

5. The criteria for establishing a significant contribution to the well being of the people of Inyo County for the purposes of a public display of mourning for an individual that has died is as follows:

(a) The individual made significant contributions of time, talent, and or financial support to an important part of the County's history;

(b) The contribution had major local historical significance.

Once authorization is granted by the presiding Chairperson to display the black mourning streamer, the County Administrator will notify the Building and Maintenance Supervisor that the streamer is to be attached to the U.S. Flag flown at the Independence Courthouse and flown for three days.

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: Supervisor Marty Fortney

FOR THE BOARD MEETING OF: August 21, 2012

SUBJECT: Amendment to the Legislative Platform

DEPARTMENTAL RECOMMENDATION: - Request Board (a) approve a letter opposing SB 1221 (Lieu) and authorize the Chairperson to sign; and (b) amend the Legislative Platform by adding Item No. 17 to the Resources and Environmental Section to read: ***Oppose*** any legislation that could negatively impact outdoor recreation including but not limited to Off Highway opportunities, fishing, hunting, hatchery operations, etc.

SUMMARY DISCUSSION: - During last week's Board of Supervisors Meeting, I apprised the Board of SB 1221 which is anti hunting legislation that will prohibit the use of dogs when hunting bears and bobcats. The Inyo County Fish and Wildlife Commission talked about this legislation during its last meeting and requested that the Board write a letter opposing the bill, and I offered to bring the request forward. This bill if approved will seriously impact hunting revenues in Inyo County. Additionally, many local hunters, as well as others throughout the State, believe that this is the first step by anti-hunting groups to get legislation approved that will ban the use of dogs for all hunting, i.e., bird hunting. If this method of hunting is eliminated for bird hunting it will surely devastate hunting revenues in the County.

Further laws and regulations that eliminate hunting opportunities do nothing but exacerbate the continuing decline in revenues derived from hunting. In today's economy I believe our State lawmakers should be supporting revenue generating opportunities. Numerous hunting organizations throughout the State have gone on record opposing this legislation and I have taken the liberty of using some of the California Deer Association's statistics to help provide the case for why this legislation should not be approved. Additionally, this legislation is basically managing wildlife populations as opposed to leaving it to the professionals at Fish and Game, which is the State Department tasked with this responsibility. By not allowing the wildlife population to be managed properly there is a risk that as the populations of the predatory wildlife increases public safety could be an issue.

ALTERNATIVES: - Staff awaits our Board's direction regarding this letter.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no cost associated with this action.

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

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

BOARD OF SUPERVISORS
COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
LINDA ARCULARIUS
SUSAN CASH
RICK PUCCI
MARTY FORTNEY
RICHARD CERVANTES

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

August 21, 2012

The Honorable Felipe Fuentes
Chair, Assembly Appropriations Committee
California State Assembly
State Capitol Room, 2114
Sacramento, CA 95814

Re: **OPPOSE SB 1221 (Lieu) Anti Hunting Legislation**

Dear Chairperson:

Inyo County strongly urges you to oppose SB 1221 (Lieu) which will make it illegal to use dogs when hunting bears and bobcats. While we understand this bill is in suspension, it is our understanding that proponents of the bill will make every effort to once again bring it forward. The impact on State revenues derived from hunting will be negatively impacted if this method of hunting is eliminated. Additionally, should this change be made to the hunting regulations for bears and bobcats, it will open the doors for anti-hunting groups to take it one step further and ban the use of dogs for bird hunting, which would be even more disastrous for the State, as well as small rural jurisdictions like Inyo County that depend on hunting as one of its main sources of economy. The California Deer Association has reported that over the past eleven years the sales of deer tags sold in California has dropped 26% which equates to nearly a $100 million decline in the State's economy. More laws and regulations that continue to erode our State's hunting opportunities will do nothing to help restore these waning revenues.

The California Deer Association also reports that black bear populations in the State have increased fivefold between 1980 and 2010. They site recent studies that show black bears are a major predator of deer and, are a factor in the declining deer numbers in California. The California Department of Fish and Game is the entity responsible for managing the Sate's wildlife. It is imperative that populations of wildlife species not be managed through legislation, which is in essence what SB 1221 would do. It should remain the responsibility of DFG and its professional biologists and wildlife scientists to ensure that wildlife populations continue to provide for a balanced ecosystem between predators and prey. Should the populations of predatory animals like bears and bobcats be allowed to increase because hunting methods are diminished, the decimation of other hunting resources will surely follow, as is the case with the proliferation of mountain lion populations throughout the State that has resulted in not only the serious decline of prey populations, i.e., deer the primary source of food for the mountain lion, it has also resulted in higher incidents of tragic wildlife vs. human encounters. As bear populations increase and their food sources decrease for a variety of reasons from diminishing populations of deer to drought affected vegetation in years like this, the potential for dangerous interaction between humans and predatory animals like bears is significantly increased.

Inyo County is proud of its rural heritage, which includes hunting. Our resident and visiting hunters are responsible outdoorsmen who contribute in a very significant way to the economy of our County. The use of dogs when hunting bears and bobcats, as well as numerous other species, is an effective hunting method that should be preserved for the benefit of wildlife management and the enhancement of the hunting experience throughout our State.

Please protect this important aspect of rural California and oppose SB 1221 and other legislation aimed at diminishing hunting opportunities that would detrimentally impact the State and more importantly Inyo County's economy.

Sincerely,

Supervisor Marty Fortney, Chairperson
Inyo County Board of Supervisors

xc: Congresswoman Connie Conway
Senator Jean Fuller
Inyo Fish and Game Commission
RCRC
CSAC
California Department of Fish and Game
Inyo Fish and Wildlife Commission

RESOURCES AND ENVIRONMENT

1. ***Support*** legislation to provide funding to local governments to create programs to protect river parkways and to reclaim damaged river habitat.

2. ***Support*** legislation that protects rural counties' natural and developed resources that contribute to the economic and environmental well being of the county and the state.

3. ***Support*** legislation for the development of programs and strategies that will accomplish the acquisition of reinvestment dollars for watershed management, groundwater basins, fisheries and waterways.

4. ***Support*** Federal funding proposals that enhance County ability to acquire Federal and state funding for the purpose of managing watersheds et al.

5. ***Support*** legislation and/or state budget efforts to continue to provide funding for toxic weed management.

6. ***Support*** legislation that preserves local authority under RS2477 to protect public roads.

7. ***Support*** legislation to repeal and/or provide 100% funding for meeting all of the requirements of AB 32 (the California Global Warming Solutions Act of 2006) and SB 375.

8. ***Oppose*** activities of the Federal and State government to acquire and transfer private lands to public ownership without continued mitigation for loss of local property tax revenue.

9. ***Oppose*** Federal or State activities limiting public access to public lands.

10. ***Support*** legislation, which promotes and/or provides monetary aid to local jurisdictions for their Federal land use coordination with federal agencies.

11. ***Oppose*** any legislation, which eliminates or diminishes the requirement for Federal and State land use agencies to coordinate with local government on decisions affecting the plans and policies of local jurisdictions.

12. ***Support*** legislation, which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of AB32.

13. ***Support*** legislation, which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.

14. ***Watch*** efforts to create additional or expand existing wilderness designations in the County.

15. ***Oppose*** efforts by Federal and State government to increase fees ***for*** and reduce and/or eliminate fire protection services on public lands.

16. ***Support*** legislation that protects those local jurisdictions that operate and deliver and store water that recognize and address mussel infestation early on from liability as a result of mussel infestation.

17. **Oppose** any legislation that could negatively impact outdoor recreation including but not limited to off highway opportunities, fishing, hunting, hatchery operations, etc.

AMENDED IN SENATE MARCH 26, 2012

SENATE BILL No. 1221

Introduced by Senator Lieu
(Coauthor: Senator Steinberg)

February 23, 2012

An act *to amend Section 3960 of, and to repeal Section 4756 of, the Fish and Game Code,* relating to ~~air quality~~ *mammals.*

LEGISLATIVE COUNSEL'S DIGEST

SB 1221, as amended, Lieu. ~~Air quality.~~ *Mammals: use of dogs to pursue bears and bobcats.*

Existing law prohibits a person from permitting a dog to pursue any big game mammal, as defined, during the closed season, or any fully protected, rare, or endangered mammal at any time. Employees of the Department of Fish and Game are authorized to capture any dog not under the reasonable control of its owner or handler, that is in violation of that provision, or that is inflicting, or immediately threatening to inflict, injury in violation of this provision. Under existing law, certain violations of the Fish and Game Code are misdemeanors. Existing law prohibits a person from using dogs to hunt, pursue, or molest bears, except under certain conditions.

This bill would prohibit a person from permitting a dog to pursue a bear or bobcat at any time. This bill would exempt from that prohibition the use of dogs by federal, state, or local law enforcement officers, or their agents or employees, when carrying out official duties as required by law.

By changing the definition of a crime, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

~~Under existing law, the State Air Resources Board coordinates efforts to attain and maintain ambient air quality standards, and conducts research into the causes of and solution to air pollution.~~

~~This bill would state that it is the intent of the Legislature to enact legislation to ensure that adverse effects to public health from air pollution are minimized at regional sources, such as airports, ports, and highways.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~ *yes*. State-mandated local program: ~~no~~ *yes*.

The people of the State of California do enact as follows:

SECTION 1. Section 3960 of the Fish and Game Code is amended to read:

3960. ~~It~~ *(a) (1) For the purpose of this section, "pursue" means pursue, run, or chase.*

(2) For the purpose of this section, "bear" means any black bear, brown bear, or any other subspecies of bear found in the wild in this state.

(b) It is unlawful to permit or allow any dog to pursue any big game mammal during the closed season on ~~such~~ *that* mammal, to pursue any fully protected, rare, or endangered mammal at any time, *to pursue any bear or bobcat at any time,* or to pursue any mammal in a game refuge or ecological reserve if hunting within ~~such~~ *that* refuge or ecological reserve is unlawful.

~~Employees of the department may capture~~

(c) (1) The department may take any of the following actions:

(A) Capture any dog not under the reasonable control of its owner or handler, when ~~such~~ *that* uncontrolled dog is pursuing, in violation of this section, any big game *mammal, any bear or bobcat, or any* fully protected, rare, or endangered mammal.

~~Employees of the department may capture~~

(B) Capture or dispatch any dog inflicting injury or immediately threatening to inflict injury to any big game mammal during the

closed season on ~~such~~ *that* mammal, and ~~they~~ *the department* may capture or dispatch any dog inflicting injury or immediately threatening to inflict injury on any *bear or bobcat at any time, or any* fully protected, rare, or endangered mammal at any time.

~~Employees of the department may capture~~

(C) Capture or dispatch any dog inflicting injury or immediately threatening to inflict injury to any mammal in a game refuge or ecological reserve if hunting within ~~such~~ *that* refuge or ecological reserve is unlawful.

~~No~~

(2) No criminal or civil liability shall accrue to any department employee as a result of enforcement of this section. ~~For the purpose of this section, "pursue" means pursue, run, or chase.~~

(3) This section does not apply to the use of dogs to pursue bears or bobcats by federal, state, or local law enforcement officers, or their agents or employees, when carrying out official duties as required by law.

~~Owners~~

(4) Owners of dogs with identification, that have been captured or dispatched, shall be notified within 72 hours after capture or dispatch.

SEC. 2. Section 4756 of the Fish and Game Code is repealed.

~~4756. Except as provided in this section it is unlawful to use dogs to hunt, pursue, or molest bears.~~

~~The use of one dog per hunter is permitted for the hunting of bears during the time that the season is open for the taking of deer in the area of the state affected.~~

~~The use of more than one dog per hunter is permitted in the hunting of bears during the open season on bears in the area of the state affected except during the period when archery deer seasons or regular deer seasons are open.~~

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

~~SECTION 1. It is the intent of the Legislature to enact legislation to ensure that adverse effects to public health from air pollution are minimized at regional sources, such as airports, ports, and highways.~~

O

CALIFORNIA DEER ASSOCIATION

Jerry Springer
President
P.O. Box 7708
Stockton, CA 95267
Phone/Fax: (209) 951-5188

August 6, 2012

Assembly Member Donald Wagner
Capitol Building #4153
Sacramento, CA 95814

RE: SB 1221 (Lieu) – OPPOSE

Dear Assembly Member Donald Wagner:

SB 1221 will hurt the California economy and its declining deer numbers!

If you vote for SB 1221, you will be creating an overpopulation of black bears which will cost the state needed money because professionals will then have to be hired to kill problem black bears. In addition, more than $400,000 in revenue from bear tag sales will be lost as a result of preventing this hunting method.

Black bears kill thousands of newborn and young fawns each spring, tearing them apart for food. Recent studies show black bears are a major predator of deer and a factor in the declining deer numbers in California.

California's deer population dropped from 850,000 to 445,000 between 1990 and 2011. Black bear populations increased fivefold between 1980 and 2010, today having a population greater than 30,000. A 2011 study shows black bears are the number one predator of young fawns, killing and eating 70% of the fawns. Black bears have expanded into areas where historically they have never before inhabited.

From 1990 to 2011, the number of deer tags sold in California dropped by 26%. This translates into 59,598 fewer deer tags sold. A deer hunter spends at least $1,675 a year hunting deer. This reduction in tag sales is costing the California economy approximately $99,826,650 each year. If SB 1221 is passed, this figure will become even higher as deer numbers decline because of increased black bear predation.

The California Deer Association (CDA) has contributed $5,000,000 to projects that help deer and other wildlife in California. CDA's fundraising banquets pump more than $1,600,000 into local economies each year. This money is spent on facilities to hold banquets, food, gas, hotel rooms, products /services from local merchants, etc. CDA pays nearly $3,000,000 a year in taxes, fees, equipment, supplies, insurance, and business operations. SB 1221 will hurt CDA's fundraising efforts for California's wildlife.

Not only is SB 1221 bad for California's deer and the economy, it will also stop a method used by the Department of Fish and Game's own professional biologists to manage bear numbers in our state.

On behalf of the thousands of CDA members, please vote "no" on SB 1221.

Sincerely,

Jerry Springer
President

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: County Administrator – Information Services

FOR THE BOARD MEETING OF: **August 21, 2012**

SUBJECT: Authorization to hire Network and Operations Analyst

DEPARTMENTAL RECOMMENDATION:

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

A. The availability of funding for this requested position come from Health and Human Services, as certified by the Information Services Manager, and the Director of Health and Human Services and concurred with by the County Administrator, and the Auditor-Controller; and where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an existing list or an internal recruitment, but an open recruitment would be appropriate to ensure qualified applicants apply; and

B. Approve the hiring of one Network and Operations Analyst (I, Range 65, [$3,671-$4,464] – IV Range 76, [$4,768-$5,796]), and authorize to hire at the E step, depending on qualifications.

SUMMARY DISCUSSION: Since 2006, Health and Human Services has funded an Information Services staff position, focused on Health and Human Services technology related efforts and managed by Information Services. With Health and Human Services staff comprising so much of the County's workforce, coupled with the number of required automation systems, Health and Human Services is a significant Information Services consumer. This request is a way for Health and Human Services to fund an Information Services position, thus leaving other Information Services positions available to meet the needs of other County Departments. Both Health and Human Services and Information Services characterize this as an effective approach to addressing Health and Human Services technology needs while minimizing the impact to the General Fund.

Recently the position was vacated. Presently Inyo County Information Services is staffed with seasoned and experienced personnel. Each staff member's unique individual skill is leveraged and the team is highly optimized as a result. Recognizing the high skill level of present Information Services personnel, staff makes the recommendation that only highly qualified, experienced candidates be considered for hire. In an effort to recruit the best candidate, staff is specifically requesting authorization to hire up to Range 76 step E [$5,796] should an appropriately qualified, experienced candidate be selected.

Since the onset of this pilot, the health and Human Services technology related needs have continued to increase because of (1) additional statewide automation systems being brought into Health and Human Services; (2) state and federal requirements to begin moving to electronic record keeping; and (3) increasing types of business tasks are being done electronically.

Health and Human Services has non-general fund monies identified and budgeted for the cost of the Information Services position. If the funding is not used for this or other information technology purposes, the funding will have to be returned to the funding source.

ALTERNATIVES: Your Board could choose not to approve hire at an E step in which case staff would continue to pursue the best candidates. Alternatively your Board could choose not to authorize filling the vacancy.

OTHER AGENCY INVOLVEMENT: Directly affect Health and Human Services and indirectly affects all other County departments.

FINANCING: The funding for this position is requested in the Information Services FY 2012-13 budget [011801-including all Salary & Benefit related object codes] and offset in budget [011801-4821] as anticipated revenue from Health and Human Services. The funding for this position is budgeted 60% in Mental Health (045200) in Internal Charges (5121) and 40% in Social Services (055800) in Internal Charges (5121). Journal entries are processed quarterly to reimburse Information Services for the salary of this position. No County General Funds are used to fund this position.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Amy Shepherd Approved: ✓ Date 8/13/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Sue D Approved: ✓ Date 8/13/12
HEALTH AND HUMAN SERVICE DIRECTOR:	Approved: ✓ Date 8/13/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 8-13-12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☒ Informational

FROM: Inyo County Child Support

FOR THE BOARD MEETING OF: August 21, 2012

SUBJECT: Proclamation declaring August 2012 as Child Support Awareness Month

DEPARTMENTAL RECOMMENDATION: Request Board approve a proclamation declaring August 2012 as Child Support Awareness Month in Inyo County.

SUMMARY DISCUSSION:

The month of August 2012 is being proclaimed Child Support Awareness month in jurisdictions across California. This year marks the twelfth annual observance of Child Support Awareness Month (CSAM) in California.

Child support is an investment in California's future. California's child support services program works with parents whether they are paying or receiving child support, to ensure that children and families receive court-ordered financial and medical support. The child support program increases family self-sufficiency, reduces child poverty, and has a positive effect on children's educational achievement.

The focus in 2012 of Child Support Awareness Month in Inyo and Mono Counties is to encourage parents to stop by or call their local child support agency to make a payment, seek modification of their child support order, obtain a repayment plan, and find out whether they qualify for a compromise on an overdue balance. Letters were sent to local program participants requesting they come into the office at pre-established appointment times during the last three Wednesdays of the month. Their letter included a payment card, online payment guide, and child support awareness flyer.

The attached proclamation for your consideration recognizes the many men and women child support professionals who make a difference in the lives of our region's children, and fragile families whose basic needs rely upon child support funding.

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.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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: 8/15/12

PROCLAIMING AUGUST 2012
AS
CHILD SUPPORT AWARENESS MONTH
IN
INYO COUNTY

WHEREAS, Child Support Awareness Month celebrates the important emotional and financial parental support that can create a brighter future for our children, helping them to become healthy, productive, and well-adjusted adults; and,

WHEREAS, Inyo County's Child Support Program provides important services to parents and guardians which encourage positive influences in the lives of their children, assisting to improve the economic lives of those who live and work in California; and,

WHEREAS, Inyo County's Child Support Program actively seeks to provide Family-Centered Services through partnerships with other State and County agencies, increasing the reliability of child support payments to families; and,

WHEREAS, in recognition of Child Support Awareness Month, Inyo County Department of Child Support Services calls upon all communities and leaders to promote the "Get Back on the Road" campaign encouraging parents who have had a driver or professional license suspended for failure to pay child support to re-engage with the child support program and their children, and have their suspended licenses restored.

WHEREAS, 8 Inyo County Child Support Professionals are steadfastly committed to improving the quality of life of children and parents throughout California and other states through timely, accurate, and responsive child support services which in Federal Fiscal Year 2011-12 collected over $2.1 million in Inyo and Mono Counties; and

WHEREAS, statewide approximately 8,600 California Child Support Professionals are steadfastly committed to improving the quality of life for 1.5 million California children and families through timely, accurate, and responsive child support services, which collected over $2.3 billion last year; and,

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby unanimously proclaim August 2012 as Child Support Awareness Month in Inyo County and commends this observance to all our residents.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: August 21, 2012

SUBJECT: Request Board approve a request by Coso Operating Company, LLC acting on behalf of Coso Power Developers, Coso Finance Partners and Coso Energy Developers partnerships to submit a partial payment for the 2012/13 unsecured taxes in the amount of $4,500,000.00 and direct the Treasurer-Tax Collector to process the payment upon receipt.

DEPARTMENTAL RECOMMENDATION:

Request Board approve a request by Coso Operating Company, LLC acting on behalf of Coso Power Developers, Coso Finance Partners and Coso Energy Developers partnerships to submit a partial payment for the 2012/13 unsecured taxes in the amount of $4,500,000.00 and direct the Treasurer-Tax Collector to process the payment upon receipt.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Pursuant to Revenue and Taxation Code Section 2927.6, the Tax Collector may only accept a partial payment of unsecured property taxes upon approval of your Board. The aforementioned assessee's 2012/13 unsecured tax billings total $5,866,976.55. Payment in the amount of $4,500,000.00 will be wired to the Inyo County Treasurer's account on or before August 31, 2012 should your Board accept the request.

The County currently has over $1,150,000.00 of the assessee's tax receipts impounded pending the outcome of multiple assessment appeals. There are provisions in the law that allow the interception of refunds to a taxpayer for payment against a delinquent tax of the same assessee and assessment number. Possession of these funds may mitigate the risk of a failure to remit the balance due by the assessee at the conclusion of their assessment appeals.

Reminder, the County accepted a partial payment in the amount of $4,000,000.00 for the 2011/12 unsecured taxes due. The assessment appeal for 2011/12 is ongoing at this time with no resolution date in the forseeable future known to this office.

ALTERNATIVES:

If your Board does not approve this request, the payment will be returned to Coso Operating Company, LLC. The County and assorted taxing agencies will not have use of the funds. Cash flow for the County and all affected agencies will be hindered, and in some cases treasury loans may be required to continue operations. Collection efforts, as shown by previous attempts through this office, may prove difficult.

OTHER AGENCY INVOLVEMENT:

All local governmental agencies that receive a share of the subject property tax.

FINANCING:

As stated above, your Board's approval will enable this office to apply the partial property tax payment to the 2012/13 unsecured tax billings, and enable the Auditor's office to subsequently distribute the payment to various local public entities.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* R. Keller Approved: — Date 8.9.12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Alisha McMurtrie Date: 8/13/12
(The Original plus 20 copies of this document are required)

Coso Operating Company, LLC
9590 Prototype Court, Suite 200
Reno, NV 89521
Phone (646) 829-3955 * Fax (714) 460-5570

August 9, 2012

Alisha McMurtrie
Treasurer – Tax Collector
County of Inyo
PO Drawer 0
168 N. Edwards Street
Independence, CA 93526

RE: Partial Payment of 2012/2013 Property Tax Assessment

Dear Mrs. McMurtrie:

In response to your email correspondence dated August 2, 2012, Coso Operating Company, LLC acting on behalf of Coso Power Developers, Coso Finance Partners and Coso Energy Developers partnerships, hereby requests that Inyo County accept $4,500,000 (four million and five hundred thousand dollars) as a partial payment for Coso's 2012/2013 unsecured property tax obligation which is due on or before August 31, 2012.

We share your concern that the Parties were not able to come to terms on an assessment appeal in due course, but wanted to assure you that Coso has been diligently providing all the information requested by the Assessor's office and his consultants. Furthermore, we are optimistic that the Parties are very close to closing the gap on 2010-2011 and 2011-2012 assessments within the next few weeks. As I mentioned, Mr. Colosi was on site at Coso for a full-day "deep dive" interview on August 7th, which will be followed by the all-party settlement meeting on August 24th in Independence where settlement of 2010/2011, 2011/2012 assessments and potentially re-enrollment of 2012/2013 value will be discussed, as agreed upon by both Parties during our July 18, 2012 meeting in Sacramento, CA.

We kindly ask for your consideration and cooperation in this very important matter.

If you have any questions or concerns, please call me at (646) 829-3955.

Sincerely,

Vitaly A. Lee

Vitaly A. Lee
Director, Business Management

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: **August 21, 2012**

SUBJECT: Social Services Medi-Cal Administrative funds

DEPARTMENTAL RECOMMENDATION:

Recommend Board receive an update regarding and discuss the fluid developments and possible scenarios involving Social Services' Medi-Cal Administrative funds; providing direction to staff and Board representatives regarding Inyo's policy position, including considering possible modifications of the Board's legislative platform.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Please refer to the attached document; Social Services State Budget Update - August 12, 2012, Medi-Cal Administrative Allocation Fact Sheet for discussion.

ALTERNATIVES:

No discussion leading unknown impact.

OTHER AGENCY INVOLVEMENT:

FINANCING:

No funds are involved in this discussion, although the discussion is about Inyo's $900,000 allocation of Medi-Cal Administrative dollars.

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: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: 08-15-2012

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 8-14-12

SOCIAL SERVICES STATE BUDGET UPDATE – August 12, 2012

Medi-Cal Administrative Allocation - Fact Sheet

Last week's news from CA Welfare Directors' Association (CWDA) was sounding some concerns regarding County Social Services budgets in the Social Services Medi-Cal Administrative revenues. **Medi-Cal Administrative Funds** – The *largest single subaccount in the consolidated Social Services budget* (last year's allocation was just under $900,000) these funds serve to fund county staff who determine applicant eligibility for Medi-Cal health insurance in Lone Pine and in Bishop. These funds also are expected to cover related administrative costs, including some HHS administrative costs as well as county A-87 costs.

Some of these funds may be threatened, based on the following as a result of the interaction of various discussion and policy decisions in Sacramento, as follows:

CA STATE BUDGET DECISIONS & IMPACTS	**CA PREPARTION FOR IMPLEMENTATION OF FEDERAL HEALTH CARE REFORM**
Historically, Healthy Families (children's health insurance) has been managed by a national private vendor, Maximus.	In preparation for the 2014 implementation of federal health care reform, CA began developing required steps, including the formation of the statewide Health Exchange Board to, among other things, assist small employers in facilitating enrollment of employees in health plans.
The recently adopted State budget requires the Healthy Families program to be completely transitioned to Medi-Cal, beginning January 2013 and to be completed by September 2013.	The Health Exchange Board (HEB) has been looking at how they will structure service centers around the State for ease of determining client eligibility for health programs.
This means County Social Services Eligibility staff will be determining Inyo County children's eligibility for their new Medi-Cal (formerly Healthy Families).	In the middle of June, the HEB was considering four options for service centers, with one being to let counties continue to determine eligibility; the other three options included some hybrids with some county involvement, as well as an option with limited county involvement.
Counties pay for such Medi-Cal eligibility determination (and related administrative costs) with their Medi-Cal Administrative allocated funds within the Social Services state allocation from CA Dept of Social Services. These funds flow from the CA Dept of Health Care Services (DHCS), Medi-Cal division, to the CA Dept of Social Services who then re-distributes/allocates to counties based on caseload numbers.	Counties have moved rapidly since June to develop their own service centers. In Inyo that meant moving from a specific caseload assigned to a specific Eligibility employee to a system where any employee can field a call from any customer and begin the processing of eligibility determination in the automated C-IV system. (instead of responding only to customers on their assigned caseload)
Maximus is at risk of losing up to $40 million upon the transition of Healthy Families to counties.	The HEB is now down to two service center options: (1) the county integrated consortia state option, with some state work and some county-based work (the county-preferred option); and (2) customer phone calls taken by the next available operator, with some vague amount of private contractor involvement, using a statewide 800 number.
Meanwhile, counties have not been able to get an information from DHCS re allocations of Medi-Cal Administrative dollars, nor about how the transition of Healthy Families will occur.	The HEB is meeting on August 23, reportedly, to determine their service center option to be implemented, likely over the next year.
Counties were very blunt last week at CWDA with DHCS Medi-Cal staff about the need to re-program state automated eligibility systems to be ready for January transition of Healthy Families, and to know what our added costs and revenues will be. DHCS has behaved very sluggishly and the concerns from counties seemed like "news" to them.	The federal government has shown interest in privatizing. There is pressure around heightened efficiencies and cost-effectiveness in determining eligibility.
The interaction of these two above processes is concerning: How much private vendor involvement will there be, which can cost some undetermined number of jobs in counties. This is particularly concerning as the current Dual Eligibles Project --- bringing together applications for MediCare (for seniors and disabled persons) with applications simultaneously for Medi-Cal --- all best done with strong local access to a real person!	
Plan for moving forward: CSAC, RCRC, and CWDA are preparing action plans for advocacy with the Health Exchange Board, and involved stakeholders, to ensure counties' role in determining Medi-Cal eligibility. We need to keep watch!	

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 21, 2012

SUBJECT: Natural Resource Advisory Committee

DEPARTMENTAL RECOMMENDATION: Extend the term of the Natural Resource Advisory Committee for three years.

SUMMARY DISCUSSION: On July 21, 2009, the Board established the Natural Resource Advisory Committee (NRAC) to act as a technical committee on natural resource matters and to provide pertinent information and make recommendations to the Board and Planning Commission on subjects relating to mineral, solar, geothermal, water and wind development, or other relevant issues upon referral (refer to the attached Resolution establishing the NRAC). Subsequently, on October 6, 2009 the Board appointed five regular members and two alternate members upon the recommendation of the Planning Director and Planning Commission to serve on the NRAC.

The NRAC has been meeting approximately quarterly since 2009. It has reviewed a variety of natural resource issues and has provided numerous recommendations to the Planning Commission and Board, including regarding the updated Wilderness Resolution, solar energy development and planning initiatives, the updated General Plan and Zoning Ordinance, the County's energy action planning, recent proposals for the Desert Protection Act, the initiatives by the Alabama Hills Stewardship Group, and many other topics. The NRAC's activities have been instrumental in crafting a number of County policies in these regards.

The Resolution creating the NRAC indicates that the Committee is established for period of three years from the appointment of the initial members. This initial three year period is concluding in October. Due to the important work that the NRAC has undertaken and the valuable input put forth, staff recommends that the term be extended for another three years.

If the NRAC is extended, staff plans to solicit letters of interest from the current members and others per the County's procedures for appointing advisory committees, since the current members' terms expire in October. As directed by the Resolution, the resultant candidates will be presented to the Board with a recommendation from the Planning Director and Planning Commission.

ALTERNATIVES: The Board may consider not extending the NRAC. This is not recommended as the NRAC provides a valuable forum for citizen input regarding important natural resource issues in the County. The Board could also consider alternative terms for the extension, such as one or two years.

***OTHER AGENCY INVOLVEMENT*:** None directly. Indirectly, other agencies, such as the US Forest Service and the Bureau of Land Management, may be involved in the activities undertaken by the NRAC.

FINANCING: Resources from the County's general fund are utilized for NRAC operations.

APPROVALS	
COUNTY COUNSEL: yes	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.)* 8/14/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
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: 8-14-12

Attachment: Resolution No. 2009-27

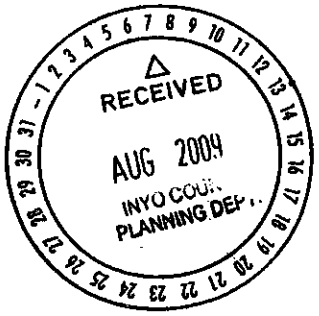
.1 the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of JULY, 2009 an order was duly made and entered as follows:

Resol. #2009-27/ Natural Resource Committee

The Board and the Director of Planning, Mr. Mike Conklin, discussed the two resolutions, which created a Natural Resource Advisory Committee. Mr. Conklin explained that one resolution includes ex-officio members of the Board of Supervisors and one does not. Supervisor Fortney queried the Board on perhaps combining the County's Fish and Game Advisory Commission with this Committee, since both groups deal with natural resources. The Board discussed this possibility but decided that the areas of interest for these two groups differed significantly and they were not in favor of combining the groups, but were in favor of discussing the possibility of splitting the Inyo-Mono Fish and Game Advisory Commission into separate county commissions. Supervisor Fortney asked that an Agenda Item be prepared for a future agenda for the Board to discuss the possibility of separating the Inyo-Mono Fish and Game Advisory Commission and forming an Inyo County Fish and Game Commission. The Board went on to talk about the Natural Resources Committee and the Board's ex-officio membership in the committee, with the consensus of the Board being that they did not want to have ex-officio status on the Committee because of their role as decision makers in planning land use issues on which the Committee will be making recommendations. On a motion by Supervisor Cervantes and a second by Supervisor Arcularius, Resolution No. 2009-27 titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Establishing a Natural Resource Advisory Committee for the County of Inyo," was approved without the ex-officio membership: motion unanimously passed and adopted.



WITNESS my hand and the seal of said Board this 21st

Day of ***JULY*** *2009*

By: *Patricia Gunsolley,Assistant*

Routing

CC_____
Purchasing_____
Personnel_____
Auditor_____
CAO_____
Other Planning_____

DATE: July 31, 2009

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF INYO

RESOLUTION NO. 2009- 27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ESTABLISHING A NATURAL RESOURCE ADVISORY COMMITTEE FOR THE COUNTY OF INYO

WHEREAS, the County of Inyo is a rural county with vast natural resources; and

WHEREAS, these natural resources include minerals extraction and processing, as well as solar, geothermal, water and wind power; and

WHEREAS, these natural resources are being impacted by land use restrictions such as the establishment of wilderness and restricted access to areas within the County where these natural resources occur; and

WHEREAS, these resources are a valuable asset to the County of Inyo and its social and economic viability and vitality; and

WHEREAS, the Board of Supervisors has the responsibility to make certain decisions of public concern relating to natural resource issues affecting residents and lands of Inyo County; and

WHEREAS, the Board of Supervisors wishes to receive substantial input and advice from the public to assist it in addressing natural resource concerns in Inyo County; and

WHEREAS, the Board of Supervisors finds that a natural resource advisory committee, composed of interested citizens of Inyo County, is an efficient and effective way for it to receive such public input and advice; and

WHEREAS, it is therefore necessary, prudent, and in the public interest to create such an advisory committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, State of California, that there is hereby created the Natural Resource Advisory Committee in Inyo County. The purpose of the committee shall be to act as a technical committee on natural resource matters with the goal of providing pertinent information and making recommendations to the Board of Supervisors and Planning Commission on matters relating to mineral, solar, geothermal, water and wind development, or as referred to the Natural Resource Advisory Committee by the Board of Supervisors or Planning Commission.

BE IT FURTHER RESOLVED that the purpose set out above includes acting in an advisory capacity to the Planning Commission to support current and future economic opportunities in the utilization of natural resources for the economic and social benefit of Inyo County citizens and to provide input and support on legislative matters, state and federal policies and laws that relate to Inyo County's natural resources.

BE IT FURTHER RESOLVED that such committee shall be known as and called the "Natural Resource Advisory Committee".

BE IT FURTHER RESOLVED the Natural Resource Advisory Committee created hereby shall consist of five (5) voting members consisting of citizens of Inyo County selected county-wide and appointed for terms of three years.

BE IT FURTHER RESOLVED that all appointments to said Natural Resource Advisory Committee, including those to fill any unscheduled vacancy, shall be made by the Board of Supervisors, upon the recommendation of the Planning Director and Planning Commission, and shall be made to the extent feasible in accordance with existing County procedures concerning appointments to advisory committees and with the Maddy Local Appointive List Act of 1975, set forth in Government Code Section 54970 et seq., which provides for the creation, keeping, and use of a list of appointive positions to which such appointments may be made.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee is established for a period of three (3) years from the appointment of the initial members, unless otherwise extended by action of the Inyo County Board of Supervisors.

BE IT FURTHER RESOLVED that any member that fails to attend three consecutive Natural Resource Advisory Committee meetings shall be considered automatically removed and a vacancy shall be deemed to have occurred unless good cause is shown for the absences. The Planning Commission shall determine whether good cause is shown.

BE IT FURTHER RESOLVED that, in addition to the voting members appointed by the Board of Supervisors, the Natural Resource Advisory Committee shall have two alternate members of the public appointed by the Board of Supervisors.

BE IT FURTHER RESOLVED that should the Board of Supervisors extend the duration of the Natural Resource Advisory Committee and appoint members for additional terms, those members shall serve terms of three (3) years from the date that the Board of Supervisors extends the Natural Resource Advisory Committee, except that two committee members shall serve terms of one (1) year and one committee member shall serve a term of two (2) years in order to stagger future vacancies and appointments. All subsequent appointments shall be for three years.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee may from time to time form subcommittees of its voting members to gather information, conduct research, develop recommendations, and perform other tasks as necessary to assist the advisory board in performing the duties requested by the Planning Commission or the Board of Supervisors pursuant to this Resolution.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee shall be subject to the Ralph M. Brown Act, set forth in Government Code Section 54950 et seq.

BE IT FURTHER RESOLVED that the Natural Resource Advisory Committee created by this Resolution is advisory only and shall have no authority to set policy; the Board of Supervisors reserves the authority to deliberate and set County policy to itself and the Planning Commission.

BE IT FURTHER RESOLVED that the Planning Director shall assist in the formation, organization, and the function of the Natural Resource Advisory Committee and shall act as a liaison with the County of Inyo and shall provide necessary staffing for the Committee. Staff support for the Committee shall not exceed eight hours per month.

BE IT FURTHER RESOLVED that the members of the Natural Resource Advisory Committee created hereby shall serve thereon without compensation, with the exception that they shall be reimbursed for vehicle mileage cost incurred for travel to committee meetings in conformance with the County's Travel Policy. Such expense will be reimbursed by the Planning Department.

PASSED AND ADOPTED THIS 21st **th DAY OF** July **, 2009.**

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-

Beverly Brown, Chairperson
Inyo County Board of Supervisors

ATTEST:

Kevin Carunchio
Clerk of the Board

By: Patricia Gunsolley
Patricia Gunsolley,
Assistant Clerk

For Clerk's Use Only:
AGENDA NUMBER
16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: July 21, 2009

SUBJECT: Adoption of Resolution Establishing the Natural Resource Advisory Committee

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Establishing a Natural Resource Advisory Committee for the County of Inyo".

SUMMARY DISCUSSION:

At the Board meeting of June 16, 2009 your Board directed staff to prepare a resolution establishing a Natural Resource Advisory Committee. This directive was in response to the many requests by the public to provide a forum to support and provide valuable technical input to the Inyo County Board of Supervisors in regard to mineral, solar, geothermal, water and wind power development. Staff has attempted to capture the discussion that occurred at that Board meeting in the proposed Resolution.

The attached proposed Resolution establishes a Committee consisting of five (5) voting members with two (2) alternates, to act in an advisory capacity to the Planning Commission to support current and future economic opportunities in the utilization of natural resources for the economic benefit of Inyo County and to provide input and support on legislative matters, state and federal policies and laws that relate to Inyo County's natural resources. In addition, the Planning Director will assist in the formation, organization and the function of the Committee and shall act as a liaison with the County and provide the necessary planning staff for the Committee in an amount not to exceed eight hours per month or as determined by the Board. Further, and as also noted in the attached Resolution, the Committee will meet once a quarter and be compensated for travel time commensurate with the County's Travel Reimbursement Policy. Your Board should note that in the preparation of the proposed FY 2009-010 Planning Department budget, we did not include the above noted expenditures. However, should your Board adopt the proposed Resolution, we will make the appropriate adjustments to that budget prior to the Budget Hearings.

All appointments to the Natural Resource Advisory Committee, including those to fill any unscheduled vacancies, shall be made by the Board of Supervisors, upon the recommendation of the Planning Director and Planning Commission and shall be made to the extent feasible in accordance with existing County policy concerning appointments to advisory committees and with the Maddy Local Appointive List Act of 1975, as set forth in Government Code Section 54970 et seq., which provides for the creation, keeping, and use of a list of appointive positions to which such appointments may be made. In addition, the Natural Resource Advisory Committee will be bound by the Ralph M. Brown Act as set forth in Government Code Section 54950 et seq.

Should the Board of Supervisors extend the duration of the Natural Resource Advisory Committee beyond the three (3) years proposed by the Resolution, future appointee's shall serve three years, except that two members shall serve terms of one (1) year and one member shall serve a term of two (2) years in order to stagger future vacancies and appointments. All subsequent appointments shall be for three years.

ORIGINAL

Your Board should also be aware that in 1988 a Minerals and Natural Resources Advisory Committee was established and was subsequently placed on the inactive list by Board action in 2002. Because of recent issues including federal land use regulations and renewable energy resource discussions, it is now necessary to establish a new Natural Resources Advisory Committee for the purposes set out in the Resolution.

ALTERNATIVES:

Do not adopt the proposed resolution: Your Board could choose to make additional changes, additions or deletions to the proposed Resolution and direct staff to bring a revised resolution back to your Board at a future meeting.

As an alternative, staff has provided your Board with an additional Resolution which provides for two *ex officio* members to sit on the Committee. Should your Board adopt this Resolution the two *ex officio* members will be two members of your Board.

OTHER AGENCY INVOLVEMENT:

The Planning Department and Planning Commission
Board of Supervisors
Office of County Counsel
Auditor

FINANCING:

If adopted, the Planning Department will incur costs associated with staff time (Senior Planner one day per month and Fiscal Supervisor one-half day per month) and reimbursement pursuant to the County's Travel Reimbursement Policy for Committee members (estimated at $1,700 annually). It is estimated that the cost to provide the associated services and travel expenses in support of the Committee will be approximately $8,285 annually. This is assuming that we hold one meeting per quarter.

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: RJM Date 7.15.09
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 7/15/09

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 21, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request Board approve the minutes of the Board of Supervisors Meeting of August 7, 2012.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

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

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19-20-21
22-23-24

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: AUGUST 21, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

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

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

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

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

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

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

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 8-15-12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 8-15-12
(The Original plus 20 copies of this document are required)