

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.

November 20, 2012

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

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

3. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
4. **Motor Pool** – Request Board award the bid for and authorize the purchase of three 2011 Ford Crown Victorias from Wondries Fleet Group, in the amount of \$79,580.79.
5. **Motor Pool** – Request Board award the bid for and authorize the purchase of one 2013 Toyota Sienna LE minivan from Perry Motors in the amount of \$30,015.

CLERK-RECORDER

6. **Elections** – Request Board issue an order accepting the Statement of All Votes Cast as the Presidential General Election held November 6, 2012 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

HEALTH AND HUMAN SERVICES

7. **Social Services** – Request Board award the bid for and authorize the purchase of one 2013 Toyota Sienna LE minivan from Perry Motors in the amount of \$30,015.

8. **PROBATION**

Request Board A) declare Siemens Industry, Inc., a sole source contractor of fire and safety equipment inspection and maintenance services; and B) ratify and approve the Contract between the County of Inyo and Siemens Industry, Inc. for the provision of a semi-annual inspection and maintenance of equipment services (fire and safety equipment- fire suppression system), for the period of November 1, 2012 through June 30, 2014, in an amount not to exceed \$13,633, contingent upon the Board's adoption of future budgets; and ; authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

9. **PUBLIC WORKS** – Request Board award the bid to and approve the Contract between the County of Inyo and Preferred Septic and Disposal, Inc., for trash disposal services at County buildings and facilities for the period of December 1, 2012 through November 30, 2015, at the rate of \$2,909.84 per month for a total Contract amount not to exceed \$104,754.24, contingent upon the Board's adoption of future budgets; authorize the inclusion of recycling services at no additional cost as part of the services provided; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
10. **HEALTH AND HUMAN SERVICES – ESAAA** – The Board of Supervisors/Eastern Sierra Area Agency on Aging Governing Board will receive and discuss updates regarding current issues affecting the delivery of senior services in Inyo County and the Eastern Sierra encompassed by Public Service Area 16, providing direction as appropriate.
11. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
12. **COUNTY ADMINISTRATOR** – Request Board authorize the County Administrator to execute, contingent upon the appropriate signatures being obtained, Amendment #4 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises, extending the Phase I expiration date to February 28, 2013, deleting Section 4 (Developer Deposit) and authorizing the refund of the \$10,000 Developer Deposit made by Joseph Enterprises to the County of Inyo.
13. **PLANNING** – Request approval of correspondence to the Bureau of Land Management regarding potential future electrical transmission through Inyo County; and authorize the Chairperson to sign.
14. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Special Meeting of October 30, 2012.

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

- 10:30 a.m. 15. **DISTRICT ATTORNEY WORKSHOP** – Request the Board conduct a workshop with the District Attorney on the District Attorney's office daily operations.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

16. **PUBLIC COMMENT**

CLOSED SESSION

17. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)].** *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for environmental Responsibility, a national non-profit alliance of local, state , and federal resource professions, v. Inyo County and Inyo County Board of supervisors, Inyo County Superior Court Case No. SICVPT 12-53821.*
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]. *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al., Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution*
18. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(C)].** – decision whether to initiate litigation (one case).
19. **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.
20. **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.
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 Child Support Services Susanne Rizo, and 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 DEPARTMENT** – Sheriff and Jail Overtime Report for month of October, 2012.



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 November 20, 2012

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 4

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

FROM: Motor Pool
By: Teresa Elliott

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Purchase of 2012 2013 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION: Request your Board, A) award a bid to Wondries Fleet Group as the low bidder for the purchase of the following vehicles: Three (3) 2011 Ford Crown Victorias in the amount of \$79,580.79.

SUMMARY DISCUSSION: Motor Pool sought bids for the purchase of this vehicle from several vendors: Quality Chevrolet of Escondido, Hunter Dodge of Lancaster, Downtown Ford of Sacramento, Rotolo Chevrolet of Fontana, and Cerritos Dodge of Cerritos. These vehicles will replace motor pool vehicles that have met the Motor Pool Replacement Criteria (that being age; high mileage; excessive costs from repairs; and/or dependability). Although Hunter Dodge was the low bidder for a 2013 Dodge Charger (\$25,937.71), the dealership failed to meet the requirement that all warranty work performed within 100 miles of Independence, California. The next lowest bidder, Wondries Fleet Group, complies with this requirement by designating Eastern Sierra Motors as the location where all warranty work can be performed.

The Motor Pool 5-year Vehicle Replacement Schedule projected an expenditure of \$295,000 for the purchase of 12-vehicles in fiscal year 2012 2013; the bids received for these vehicles purchased totaled \$79,580.79. There is a balance of \$96,057.00 to purchase the remaining vehicles for this fiscal year.

As always, vehicles that are scheduled to be replaced will be evaluated and may ultimately replace an older vehicle currently being utilized by various county departments as in-county transportation. The remaining vehicles will be sold through the sealed bid and the auction process.

Bid Summary:

- Wondries Fleet Group	\$26,526.93	- Hunter Dodge	\$25,937.71	-Rotolo Chevrolet	No Bid
- Downtown Ford	No Bid	- Quality Chevrolet	No Bid	-Cerritos Dodge	No Bid

ALTERNATIVES: Your Board approved the expenditure of \$295,000 for the purchase of vehicles for fiscal year 2012 2013. Your Board could choose not to award the bids and not purchase these vehicles at this time. It is not Staff's recommendation due to the fact that Motor Pool personnel have evaluated the vehicles to be replaced and have determined that they meet or exceed the Motor Pool Replacement Policy criteria, that being high mileage, age and/or excessive repairs.

FINANCING: The vehicle recommended for purchase by Motor Pool has been included in the Department requested 2012 2013 budget object code 5655.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Steve Lindsay</i> Approved: <u>yes</u> Date <u>11/13/12</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: _____ Date: 11-07-2012
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

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

FROM: Motor Pool
By: Teresa Elliott

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Purchase of Motor Pool Vehicle

DEPARTMENTAL RECOMMENDATION: Request your Board, A) award a bid to Perry Motors of Bishop as the low bidder for the purchase of the following vehicle: One (1) 2013 Toyota Sienna LE minivan, in the amount of \$30,015. See Attachment A.

SUMMARY DISCUSSION: Motor Pool sought bids for the purchase of this vehicle from several vendors: Eastern Sierra Motors of Bishop, Perry Motors of Bishop, Raceway Ford of Riverside, Hunter Dodge of Lancaster, Cerritos Dodge of Cerritos, Quality Chevrolet of Escondido, and Wondries Fleet Group of Alhambra. This vehicle will replace a motor pool vehicle meeting the Motor Pool Replacement Criteria (that being: age; high mileage; excessive costs from repairs; and/or dependability).

The Motor Pool 5-year Vehicle Replacement Schedule projected an expenditure of \$295,000 for the purchase of 12-vehicles in Fiscal Year 2012 2013; the bids received for this vehicle purchased totals \$30,015. There is a balance of \$175,637.79 to purchase the remaining vehicles for this fiscal year.

As always, vehicles that are scheduled to be replaced will be evaluated and may ultimately replace an older vehicle currently being utilized by various county departments as in-county transportation. The remaining vehicles will be sold through the sealed bid and the auction process.

ALTERNATIVES: Your Board approved the expenditure of \$295,000 for the purchase of vehicles for Fiscal Year 2012 2013. Your Board could choose not to award the bid and not purchase this vehicle at this time. It is not Staff's recommendation due to the fact that Motor Pool personnel has evaluated this vehicle and has determined that this vehicle meets or exceeds the Motor Pool Replacement Policy criteria, that being high mileage, age and/or excessive repairs.

FINANCING: The vehicles recommended for purchase by Motor Pool have been included in the Department requested 2012/2013 budget object code 5655.

APPROVALS	
COUNTY COUNSEL: <i>N/A</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Patricia L...</i> Approved: <i>Patricia L...</i> Date <i>11/21/12</i>
PERSONNEL DIRECTOR: <i>N/A</i>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved : _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: *11-01-2012*
 (Not to be signed until all approvals are received)

ATTACHMENT A

VEHICLES	DEPARTMENT	VENDOR	COST
(1) 2013 8 PASSENGER MINI VAN	ESAAA	Perry Motors	\$30,014.97
		Hunter Dodge	\$32,291.64
		Eastern Sierra Motors	No Bid
		Wondries Fleet Grp	No Bid
		Quality Chevrolet	No Bid
		Raceway Ford	No Bid
		Cerritos Dodge	No Bid



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER
For Clerk's Use Only:

6

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

FROM: Kammi Foote, Inyo County Clerk/Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Statement of All Votes Cast – November 6, 2012 – Presidential General Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order accepting the Statement of All Votes Cast at the Presidential General Election held November 6, 2012 and declare elected those offices under their jurisdiction for this election, and declare passed or failed those measures under their jurisdiction for this election, according to the number of votes for each as shown on the Statement of All Votes Cast.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: "The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 28 days of the election..." (Elections Code §15372)

ALTERNATIVES: Not issue an order accepting the Statement of All Votes Cast, which would be contradictory to Elections Code §15372.

OTHER AGENCY INVOLVEMENT: Not applicable

FINANCING: No impact

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

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

Date: 11/14/12



COUNTY OF INYO, STATE OF CALIFORNIA
KAMMI FOOTE, CLERK-RECORDER, REGISTRAR OF VOTERS

Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696

P. O. Drawer F, Independence, CA 93526
168 N. Edwards St., Independence, CA

HONORABLE MEMBERS OF THE
INYO COUNTY BOARD OF SUPERVISORS
P.O. DRAWER N
INDEPENDENCE, CA 93526

RE: Statement of All Votes Cast at the November 6, 2012 General Election &
Declaration of Persons Elected

Dear Members of the Board:

In accordance with the requirements of Election Code Section 15372, attached is a certified Statement of all Votes Cast at the General Election held November 6, 2012. Please issue an Order accepting this Statement and, in accordance with Section 15400 of the Elections Code, declare nominated or elected those offices under your jurisdiction and declare passed or failed those measures under your jurisdiction, according to the number of votes for each as shown on the Statement.

Pursuant to Elections Code §10515 and Ed. Code §5326 and §5328, if only one person has filed a Declaration of Candidacy, or if nobody has filed a Declaration of Candidacy, then the supervising authority shall make appointments in lieu of election.

COUNTY

SUPERVISOR, 4th District

Mark Tillemans (784 votes) 50.32% - Declare Elected
Marty Fortney (774 votes) 49.68%

SUPERVISOR, 5th District

Matt Kingsley (658 votes) 55.53% - Declare Elected
Jim Gentry (527 votes) 44.47%

CITY

CITY OF BISHOP, CITY COUNCIL

Susan Cullen (419 votes) 14.65%
David Stottlemire (724 votes) 25.31% - Declare Elected
Laura Smith (624 votes) 21.81% - Declare Elected
Patricia L. Gardner (659 votes) 23.03% - Declare Elected
Keith Glidewell (435 votes) 15.20%

CITY TREASURER

Robert Kimball (939 votes) 100% - Declare Elected

SCHOOLS

BISHOP UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – 4 YEAR TERM

Eric Richman – Appointed in Lieu of Election by the School Governing Board
Trina Orrill – Appointed in Lieu of Election by the School Governing Board

BIG PINE UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – 4 YEAR TERM

Denelle Carrington (490 votes) 26.37% Declare Elected
Robert C. Vance (377 votes) 20.29%
Sandy Lund (533 votes) 28.69% - Declare Elected
Carla R. Bacocho (458 votes) 24.65% - Declare Elected

DEATH VALLEY UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBERS– 4 YEAR TERM

Crystal J. Aldrich - Appointed in Lieu of Election by the School Governing Board
Ethel L. Messer- Appointed in Lieu of Election by the School Governing Board

LONE PINE UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – 4 YEAR TERM

Susan Patton- Appointed in Lieu of Election by the School Governing Board
Marjianne Yonge - Appointed in Lieu of Election by the School Governing Board

OWENS VALLEY UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – 4 YEAR TERM

Sandra Anderson (231 votes) 45.12% - Declare Elected
April Zrelak (123 votes) 24.02%
Aldene Felton (158 votes) 30.86% - Declare Elected

ROUND VALLEY JOINT ELEMENTARY SCHOOL DISTRICT
GOVERNING BOARD MEMBER – 4 YEAR TERM

Stacy Sparrow - Appointed in Lieu of Election by the School Governing Board

TRONA JOINT ELEMENTARY SCHOOL DISTRICT
GOVERNING BOARD MEMBER – 4 YEAR TERM

Karin Siegle (7 votes) 18.92%
Sandra Kay Sprouse (11 votes) 29.73%
Bob R. Wilhelm (4votes) 10.81%
Samantha Maclean (15 votes) 40.54%

SOUTHERN INYO HEALTHCARE DISTRICT

DIRECTOR - ZONE 1 - (4 YEAR)

Mary Kemp - Appointed in Lieu of Election

DIRECTOR – ZONE 3 – (4 YEAR)

Albert Berry – Appointed in Lieu of Election

DIRECTOR - ZONE 5 - (4 YEAR)

Steven Davis - Appointed in Lieu of Election

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

DIRECTOR - ZONE 1 - (4 YEAR)

John A. Ungersma - Appointed in Lieu of Election

DIRECTOR – ZONE 2 – (4 YR)

Denise M. Hayden – Appointed in Lieu of Election

DIRECTOR – ZONE 5 – (4 YR)

D. Scott Clark – Appointed in Lieu of Election

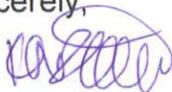
INYO MONO RESOURCE CONSERVATION DISTRICT

DIRECTORS
2 VACANCIES (4 YEAR)

Dave Doonan - Appointed in Lieu of Election
Thomas Noland- Appointed in Lieu of Election

Following the issuance of your Order and Declarations, the Clerk's Office will issue the required Certificates of Election for the above at the appropriate time. Thank you.

Sincerely,



Kammi Foote
Inyo County Clerk/Recorder &
Registrar of Voters



INYO COUNTY Statement of Vote
INY_20121106_E

CALIFORNIA

100004

	Registration	Ballots Cast	Turnout (%)	*PRESIDENT AND VICE PRESIDENT- GENERAL BARACK OBAMA	JILL STEIN	THOMAS HOEFLING	MITT ROMNEY	GARY JOHNSON	ROSEANNE BARR	*U.S. SENATOR 2012 DIANNE FEINSTEIN	ELIZABETH ENKEN
101 0101	669	113	16.89	56	0	0	51	1	0	55	55
101 - Vote by Mail	669	461	68.91	194	4	1	250	8	0	187	260
102 0102	871	243	27.90	113	3	1	123	2	0	112	119
102 - Vote by Mail	871	479	54.99	173	1	1	290	3	2	174	294
103 0103	671	228	33.98	65	2	1	151	2	1	66	150
103 - Vote by Mail	671	335	49.93	107	3	2	210	6	1	97	229
104MB 0104	116	0	0.00	0	0	0	0	0	0	0	0
104MB - Vote by Mail	116	85	73.28	27	0	1	55	2	0	28	54
105 0105	877	300	34.21	148	2	2	144	1	2	142	145
105 - Vote by Mail	877	418	47.66	169	5	3	225	5	1	174	229
106 0106	439	140	31.89	75	2	1	54	3	1	69	62
106 - Vote by Mail	439	215	48.97	102	1	2	104	1	1	100	105
107 0107	347	103	29.68	54	3	0	40	2	1	61	37
107 - Vote by Mail	347	160	46.11	71	1	1	81	2	0	73	81
108 0108	879	264	30.03	104	3	2	150	3	0	105	147
108 - Vote by Mail	879	497	56.54	178	3	2	304	5	1	172	307
109 0109	912	280	30.70	94	3	0	181	0	1	97	172
109 - Vote by Mail	912	536	58.77	140	1	2	381	2	0	147	368
110 0110	599	259	43.24	202	2	0	45	3	4	176	69
110 - Vote by Mail	599	119	19.87	68	1	3	46	1	0	68	50
111 0111	390	81	20.77	25	1	0	49	1	0	26	52
111 - Vote by Mail	390	242	62.05	73	2	1	158	5	2	65	172
112 0112	648	280	43.21	142	0	1	129	2	0	129	140
112 - Vote by Mail	648	262	40.43	108	4	2	134	4	1	103	154
113 0113	410	161	39.27	71	0	3	82	1	0	64	91
113 - Vote by Mail	410	192	46.83	55	0	1	130	5	0	58	125
114MB 0114	17	0	0.00	0	0	0	0	0	0	0	0
114MB - Vote by Mail	17	11	64.71	6	3	0	1	1	0	8	3
115MB 0115	65	0	0.00	0	0	0	0	0	0	0	0
115MB - Vote by Mail	65	58	89.23	25	0	0	32	1	0	23	34
116 0116	436	144	33.03	64	2	1	68	2	3	62	73
116 - Vote by Mail	436	220	50.46	98	1	0	113	3	0	96	114
117 0117	469	172	36.67	88	2	2	73	1	1	85	83
117 - Vote by Mail	469	197	42.00	99	2	0	90	3	0	90	99
118 0118	576	199	34.55	100	2	4	82	2	3	98	88
118 - Vote by Mail	576	253	43.92	102	0	0	139	4	2	105	141
119MB 0119	98	0	0.00	0	0	0	0	0	0	0	0
119MB - Vote by Mail	98	74	75.51	48	3	2	16	2	3	40	29
120MB 0120	167	0	0.00	0	0	0	0	0	0	0	0
120MB - Vote by Mail	167	153	91.62	43	1	0	106	1	0	43	106
121MB 0121	39	0	0.00	0	0	0	0	0	0	0	0
121MB - Vote by Mail	39	26	66.67	4	1	0	19	1	1	5	18
122MB 0122	117	0	0.00	0	0	0	0	0	0	0	0
122MB - Vote by Mail	117	88	75.21	67	2	1	15	2	0	63	18
123MB 0123	123	0	0.00	0	0	0	0	0	0	0	0
123MB - Vote by Mail	123	95	77.24	64	4	0	18	1	3	65	26
124MB 0124	4	0	0.00	0	0	0	0	0	0	0	0
124MB - Vote by Mail	4	3	75.00	2	0	0	1	0	0	2	1
Precinct Totals	9959	2967	29.79	1399	27	18	1422	26	17	1349	1477
Vote by Mail Totals	9959	5179	52.00	2023	43	25	2918	68	18	1984	3017
Grand Totals	9959	8146	81.80	3422	70	43	4340	94	35	3333	4494
CALIFORNIA	9959	8146	81.80	3422	70	43	4340	94	35	3333	4494
8th CONGRESSIONAL DISTRICT	9959	8146	81.80	3422	70	43	4340	94	35	3333	4494
8th STATE SENATE DISTRICT	9959	8146	81.80	3422	70	43	4340	94	35	3333	4494
26th ASSEMBLY DISTRICT	9959	8146	81.80	3422	70	43	4340	94	35	3333	4494
1st EQUALIZATION	9959	8146	81.80	3422	70	43	4340	94	35	3333	4494
1st SUPERVISOR DISTRICT	2211	1859	84.08	708	13	6	1075	22	4	691	1107
2nd SUPERVISOR DISTRICT	1779	1421	79.88	644	14	10	703	16	6	647	713

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***Grand Totals 100004		CALIFORNIA												
	Registration	Ballots Cast	Turnout (%)	*PRESIDENT AND VICE PRESIDENT- GENERAL BARACK OBAMA	JILL STEIN	THOMAS HOEFLING	MITT ROMNEY	GARY JOHNSON	ROSEANNE BARR		*U. S. SENATOR 2012 DIANNE FEINSTEIN	ELIZABETH ENKEN		
3rd SUPERVISOR DISTRICT	2390	1955	81.80	786	13	9	1107	14	6		765	1107		
4th SUPERVISOR DISTRICT	1966	1651	83.98	667	13	9	896	25	6		633	958		
5th SUPERVISOR DISTRICT	1613	1260	78.12	617	17	9	559	17	13		597	609		
Big Pine Unified School	1127	956	84.83	403	4	7	508	13	1		379	545		
Owens Valley Unified School	436	364	83.49	162	3	1	181	5	3		158	187		
Trona Joint Unified School	39	26	66.67	4	1	0	19	1	1		5	18		
INYO	9959	8146	81.80	3422	70	43	4340	94	35		3333	4494		
BISHOP	1663	1336	80.34	617	14	9	648	14	6		619	659		
UNINCORPORATED	8052	6624	82.27	2672	50	33	3658	77	26		2584	3790		

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***Grand Totals 100006	NONPARTISAN *CONGRESS 8TH														
	Registration	Ballots Cast	Turnout (%)		GREGG INJUS	PAUL COOK									
3rd SUPERVISOR DISTRICT	2390	1955	81.80		873	608									
4th SUPERVISOR DISTRICT	1966	1651	83.98		775	641									
5th SUPERVISOR DISTRICT	1613	1260	78.12		481	565									
Big Pine Unified School	1127	956	84.83		462	358									
Owens Valley Unified School	436	364	83.49		148	148									
Trona Joint Unified School	39	26	66.67		11	9									
INYO	9959	8148	81.80		3521	3357									
BISHOP	1663	1336	80.34		535	538									
UNINCORPORATED	8062	6624	82.27		2942	2740									

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***Grand Totals 100007	NONPARTISAN *STATE ASSEMBLY DISTRICT 26TH															
	Registration	Ballots Cast	Turnout (%)		JONATHON LOUIS SOSA	CONNIE CONWAY										
3rd SUPERVISOR DISTRICT	2390	1955	81.80		574	1229										
4th SUPERVISOR DISTRICT	1966	1651	83.98		530	1001										
5th SUPERVISOR DISTRICT	1613	1260	78.12		456	689										
Big Pine Unified School	1127	956	84.83		311	573										
Owens Valley Unified School	436	364	83.49		132	201										
Trona Joint Unified School	39	26	66.67		7	16										
INYO	9959	8146	81.80		2636	4873										
BISHOP	1663	1336	80.34		494	725										
UNINCORPORATED	8052	6624	82.27		2031	4101										

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100008	NONPARTISAN *BIG PINE GOV BRD MEMBER-UNIFIED												
	Registration	Ballots Cast	Turnout (%)		DENELLE CARRINGTON	ROBERT C. VANCE	SANDY LUND	CARLA R. BACCOCH					
112 0112	648	280	43.21		149	124	140	151					
112 - Vote by Mail	648	262	40.43		130	94	158	141					
113 0113	410	161	39.27		86	60	101	66					
113 - Vote by Mail	410	192	46.83		100	72	113	81					
115MB 0115	65	0	0.00		0	0	0	0					
115MB - Vote by Mail	65	58	89.23		24	26	21	19					
124MB 0124	4	0	0.00		0	0	0	0					
124MB - Vote by Mail	4	3	75.00		1	1	0	0					
Precinct Totals	1127	441	39.13		235	184	241	217					
Vote by Mail Totals	1127	515	45.70		255	193	292	241					
Grand Totals	1127	956	84.83		490	377	533	458					
CALIFORNIA	1127	956	84.83		490	377	533	458					
8th CONGRESSIONAL DISTRICT	1127	956	84.83		490	377	533	458					
8th STATE SENATE DISTRICT	1127	956	84.83		490	377	533	458					
26th ASSEMBLY DISTRICT	1127	956	84.83		490	377	533	458					
1st EQUALIZATION	1127	956	84.83		490	377	533	458					
4th SUPERVISOR DISTRICT	1123	953	84.86		489	376	533	458					
5th SUPERVISOR DISTRICT	4	3	75.00		1	1	0	0					
Big Pine Unified School	1127	956	84.83		490	377	533	458					
INYO	1127	956	84.83		490	377	533	458					
UNINCORPORATED	1123	953	84.86		489	376	533	458					

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100009	NONPARTISAN *OWENS VALLEY GOV BRD MEMBER-UNIFIED													
	Registration	Ballots Cast	Turnout (%)		SANDRA ANDERSON	APRIL ZRELAK	ALDENE FELTON							
116 0116	436	144	33.03		88	56	58							
116 - Vote by Mail	436	220	50.46		143	67	103							
Precinct Totals	436	144	33.03		88	56	58							
Vote by Mail Totals	436	220	50.46		143	67	103							
Grand Totals	436	364	83.49		231	123	158							
CALIFORNIA	436	364	83.49		231	123	158							
8th CONGRESSIONAL DISTRICT	436	364	83.49		231	123	158							
8th STATE SENATE DISTRICT	436	364	83.49		231	123	158							
26th ASSEMBLY DISTRICT	436	364	83.49		231	123	158							
1st EQUALIZATION	436	364	83.49		231	123	158							
4th SUPERVISOR DISTRICT	436	364	83.49		231	123	158							
Owens Valley Unified School	436	364	83.49		231	123	158							
INYO	436	364	83.49		231	123	158							
UNINCORPORATED	436	364	83.49		231	123	158							

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100010	NONPARTISAN *TRONA JOINT GOV BRD MEMBER-UNIFIED													
	Registration	Ballots Cast	Turnout (%)		KARIN SIEGLE	SANDRA KAY SPROUSE	BOB R. WILHELM	SAMANTHA MACLEAN						
121MB 0121	39	0	0.00		0	0	0	0						
121MB - Vote by Mail	39	26	66.67		7	11	4	15						
Precinct Totals	39	0	0.00		0	0	0	0						
Vote by Mail Totals	39	26	66.67		7	11	4	15						
Grand Totals	39	26	66.67		7	11	4	15						
CALIFORNIA	39	26	66.67		7	11	4	15						
8th CONGRESSIONAL DISTRICT	39	26	66.67		7	11	4	15						
8th STATE SENATE DISTRICT	39	26	66.67		7	11	4	15						
26th ASSEMBLY DISTRICT	39	26	66.67		7	11	4	15						
1st EQUALIZATION	39	26	66.67		7	11	4	15						
5th SUPERVISOR DISTRICT	39	26	66.67		7	11	4	15						
Trona Joint Unified School	39	26	66.67		7	11	4	15						
INYO	39	26	66.67		7	11	4	15						
UNINCORPORATED	39	26	66.67		7	11	4	15						

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100013	BISHOP													
	Registration	Ballots Cast	Turnout (%)	*BISHOP MEMBER, CITY COUNCIL SUSAN CULLEN	DAVID STOTTLEMYRE	LAURA SMITH	PATRICIA L. GARDNER	KEITH GLIDEWELL		*BISHOP CITY TREASURER ROBERT KIMBALL				
105 0105	877	300	34.21	94	151	143	150	108		222				
105 - Vote by Mail	877	418	47.66	145	234	210	234	128		299				
106 0106	439	140	31.89	34	66	57	60	52		91				
106 - Vote by Mail	439	215	48.97	62	121	103	91	76		151				
107 0107	347	103	29.68	31	59	38	45	30		67				
107 - Vote by Mail	347	160	46.11	53	93	73	79	43		109				
Precinct Totals	1663	543	32.65	159	276	238	255	188		380				
Vote by Mail Totals	1663	793	47.68	260	448	386	404	247		559				
Grand Totals	1663	1336	80.34	419	724	624	659	435		939				
CALIFORNIA	1663	1336	80.34	419	724	624	659	435		939				
8th CONGRESSIONAL DISTRICT	1663	1336	80.34	419	724	624	659	435		939				
8th STATE SENATE DISTRICT	1663	1336	80.34	419	724	624	659	435		939				
26th ASSEMBLY DISTRICT	1663	1336	80.34	419	724	624	659	435		939				
1st EQUALIZATION	1663	1336	80.34	419	724	624	659	435		939				
2nd SUPERVISOR DISTRICT	1663	1336	80.34	419	724	624	659	435		939				
INYO	1663	1336	80.34	419	724	624	659	435		939				
BISHOP	1663	1336	80.34	419	724	624	659	435		939				

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140015	CALIFORNIA											
	Registration	Ballots Cast	Turnout (%)	PROP 30 YES	NO	PROP 31 YES	NO	PROP 32 YES	NO	PROP 33 YES	NO	
101 0101	669	113	16.89	48	65	33	73	41	69	51	59	
101 - Vote by Mail	669	461	68.91	183	265	147	277	256	186	214	221	
102 0102	871	243	27.90	117	122	78	152	125	110	110	118	
102 - Vote by Mail	871	479	54.99	184	287	179	265	274	189	253	207	
103 0103	671	228	33.98	85	141	88	119	120	101	123	97	
103 - Vote by Mail	671	335	49.93	112	211	110	194	188	134	177	139	
104MB 0104	116	0	0.00	0	0	0	0	0	0	0	0	
104MB - Vote by Mail	116	85	73.28	21	63	28	48	52	28	44	34	
105 0105	877	300	34.21	145	139	88	177	134	145	134	139	
105 - Vote by Mail	877	418	47.66	158	235	136	224	213	177	212	174	
106 0106	439	140	31.89	74	58	55	65	66	65	61	62	
106 - Vote by Mail	439	215	48.97	103	106	67	120	118	86	98	103	
107 0107	347	103	29.68	54	46	24	64	36	61	49	47	
107 - Vote by Mail	347	160	46.11	69	83	51	87	74	78	70	78	
108 0108	879	264	30.03	98	160	83	164	148	105	136	114	
108 - Vote by Mail	879	497	56.54	175	304	130	318	256	208	264	191	
109 0109	912	280	30.70	110	168	102	163	144	128	157	114	
109 - Vote by Mail	912	536	58.77	170	344	204	283	328	181	306	194	
110 0110	599	259	43.24	155	90	79	144	98	135	78	156	
110 - Vote by Mail	599	119	19.87	66	48	47	62	46	68	64	49	
111 0111	390	81	20.77	35	46	41	40	45	35	46	34	
111 - Vote by Mail	390	242	62.05	74	164	91	137	141	95	124	111	
112 0112	648	280	43.21	127	145	98	162	139	129	126	140	
112 - Vote by Mail	648	262	40.43	86	164	77	162	133	123	131	119	
113 0113	410	161	39.27	61	92	56	89	72	80	77	76	
113 - Vote by Mail	410	192	46.83	66	114	50	119	94	85	75	101	
114MB 0114	17	0	0.00	0	0	0	0	0	0	0	0	
114MB - Vote by Mail	17	11	64.71	10	1	2	9	2	9	3	8	
115MB 0115	65	0	0.00	0	0	0	0	0	0	0	0	
115MB - Vote by Mail	65	58	89.23	21	36	14	42	23	34	27	29	
116 0116	436	144	33.03	60	80	45	92	66	76	62	77	
116 - Vote by Mail	436	220	50.46	83	130	65	138	107	100	97	115	
117 0117	469	172	36.67	67	82	51	109	68	100	69	85	
117 - Vote by Mail	469	197	42.00	71	117	58	114	93	88	93	86	
118 0118	576	199	34.55	97	95	66	113	73	115	63	105	
118 - Vote by Mail	576	253	43.92	96	148	83	151	126	123	127	116	
119MB 0119	98	0	0.00	0	0	0	0	0	0	0	0	
119MB - Vote by Mail	98	74	75.51	34	37	22	46	28	42	23	46	
120MB 0120	187	0	0.00	0	0	0	0	0	0	0	0	
120MB - Vote by Mail	187	153	81.82	37	113	50	94	77	73	71	79	
121MB 0121	39	0	0.00	0	0	0	0	0	0	0	0	
121MB - Vote by Mail	39	26	66.67	8	18	12	14	13	13	7	19	
122MB 0122	117	0	0.00	0	0	0	0	0	0	0	0	
122MB - Vote by Mail	117	88	75.21	49	33	27	46	34	48	29	52	
123MB 0123	123	0	0.00	0	0	0	0	0	0	0	0	
123MB - Vote by Mail	123	95	77.24	55	36	31	50	33	57	37	53	
124MB 0124	4	0	0.00	0	0	0	0	0	0	0	0	
124MB - Vote by Mail	4	3	75.00	2	1	1	1	3	0	3	0	
Precinct Totals	9959	2967	29.79	1353	1529	987	1726	1375	1454	1376	1423	
Vote by Mail Totals	9959	5179	52.00	1933	3058	1682	3001	2712	2225	2549	2324	
Grand Totals	9959	8146	81.80	3286	4587	2669	4727	4087	3679	3925	3747	
CALIFORNIA	9959	8146	81.80	3286	4587	2669	4727	4087	3679	3925	3747	
8th CONGRESSIONAL DISTRICT	9959	8146	81.80	3286	4587	2669	4727	4087	3679	3925	3747	
8th STATE SENATE DISTRICT	9959	8146	81.80	3286	4587	2669	4727	4087	3679	3925	3747	
26th ASSEMBLY DISTRICT	9959	8146	81.80	3286	4587	2669	4727	4087	3679	3925	3747	
1st EQUALIZATION	9959	8146	81.80	3286	4587	2669	4727	4087	3679	3925	3747	
1st SUPERVISOR DISTRICT	2211	1859	84.08	729	1091	635	1080	1004	789	928	841	
2nd SUPERVISOR DISTRICT	1779	1421	79.88	624	730	449	785	693	640	668	637	

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***Grand Totals 140015	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)	PROP 30 YES	NO	PROP 31 YES	NO	PROP 32 YES	NO	PROP 33 YES	NO			
3rd SUPERVISOR DISTRICT	2390	1955	81.80	774	1114	645	1134	1020	825	1005	818			
4th SUPERVISOR DISTRICT	1966	1651	83.98	623	972	539	990	822	766	768	810			
5th SUPERVISOR DISTRICT	1613	1260	78.12	536	680	401	738	548	659	556	641			
Big Pine Unified School	1127	956	84.83	363	552	296	575	464	451	439	465			
Owens Valley Unified School	436	364	83.49	143	210	110	230	173	176	159	192			
Trona Joint Unified School	39	26	66.67	8	18	12	14	13	13	7	19			
INYO	9959	8146	81.80	3286	4587	2669	4727	4087	3679	3925	3747			
BISHOP	1663	1336	80.34	603	657	421	737	641	612	624	603			
UNINCORPORATED	8052	6624	82.27	2577	3850	2189	3893	3376	2862	3232	3039			

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140019	CALIFORNIA												
	Registration	Ballots Cast	Turnout (%)	PROP 34		PROP 35		PROP 36		PROP 37			
				YES	NO	YES	NO	YES	NO	YES	NO		
101 0101	669	113	16.89	50	58	92	19	69	40		57	55	
101 - Vote by Mail	669	461	68.91	147	295	360	80	268	177		179	267	
102 0102	871	243	27.90	75	161	187	48	145	91		98	138	
102 - Vote by Mail	871	479	54.99	137	322	404	56	266	196		140	320	
103 0103	671	228	33.98	59	161	186	32	120	101		82	140	
103 - Vote by Mail	671	335	49.93	80	240	273	46	184	135		109	210	
104MB 0104	116	0	0.00	0	0	0	0	0	0		0	0	
104MB - Vote by Mail	116	85	73.28	22	61	69	12	49	35		29	54	
105 0105	877	300	34.21	105	176	220	58	189	90		123	156	
105 - Vote by Mail	877	418	47.66	129	264	314	77	234	151		126	267	
106 0106	439	140	31.89	59	69	113	21	95	36		81	49	
106 - Vote by Mail	439	215	48.97	71	135	169	31	126	76		92	109	
107 0107	347	103	29.68	45	50	73	23	66	31		42	67	
107 - Vote by Mail	347	160	46.11	58	90	116	33	100	52		67	84	
108 0108	879	284	30.03	79	177	208	49	144	112		101	155	
108 - Vote by Mail	879	497	56.54	150	318	373	86	259	210		134	342	
109 0109	912	280	30.70	92	184	218	53	146	126		92	185	
109 - Vote by Mail	912	536	58.77	130	376	420	89	279	233		131	385	
110 0110	599	259	43.24	99	144	206	36	172	68		139	100	
110 - Vote by Mail	599	119	19.87	47	63	94	19	80	31		50	67	
111 0111	390	81	20.77	21	60	63	18	47	33		36	45	
111 - Vote by Mail	390	242	62.05	62	173	192	40	139	93		70	169	
112 0112	648	280	43.21	85	185	213	56	153	118		102	169	
112 - Vote by Mail	648	262	40.43	71	182	220	33	150	103		72	182	
113 0113	410	161	39.27	45	110	122	29	95	56		57	97	
113 - Vote by Mail	410	192	46.83	52	129	150	28	101	77		58	126	
114MB 0114	17	0	0.00	0	0	0	0	0	0		0	0	
114MB - Vote by Mail	17	11	64.71	9	2	8	3	11	0		8	3	
115MB 0115	65	0	0.00	0	0	0	0	0	0		0	0	
115MB - Vote by Mail	65	58	89.23	19	38	38	18	41	16		28	31	
116 0116	436	144	33.03	49	90	112	28	88	52		59	82	
116 - Vote by Mail	436	220	50.46	67	146	160	50	142	68		73	139	
117 0117	469	172	36.67	56	111	130	35	111	53		63	103	
117 - Vote by Mail	469	197	42.00	55	125	146	35	118	61		63	118	
118 0118	576	199	34.55	73	115	139	51	124	66		81	108	
118 - Vote by Mail	576	253	43.92	77	166	182	60	155	84		87	156	
119MB 0119	98	0	0.00	0	0	0	0	0	0		0	0	
119MB - Vote by Mail	98	74	75.51	42	29	37	32	55	17		50	21	
120MB 0120	187	0	0.00	0	0	0	0	0	0		0	0	
120MB - Vote by Mail	187	153	81.82	32	117	106	43	90	56		40	110	
121MB 0121	39	0	0.00	0	0	0	0	0	0		0	0	
121MB - Vote by Mail	39	26	66.67	10	16	16	7	15	8		6	18	
122MB 0122	117	0	0.00	0	0	0	0	0	0		0	0	
122MB - Vote by Mail	117	88	75.21	48	38	61	21	56	25		40	41	
123MB 0123	123	0	0.00	0	0	0	0	0	0		0	0	
123MB - Vote by Mail	123	95	77.24	41	50	64	22	64	26		61	29	
124MB 0124	4	0	0.00	0	0	0	0	0	0		0	0	
124MB - Vote by Mail	4	3	75.00	1	2	3	0	3	0		3	0	
Precinct Totals	9959	2967	29.79	992	1851	2280	556	1782	1073		1213	1639	
Vote by Mail Totals	9959	5179	52.00	1558	3375	3975	921	2985	1930		1712	3248	
Grand Totals	9959	8146	81.80	2550	5226	6255	1477	4747	3003		2925	4887	
CALIFORNIA	9959	8146	81.80	2550	5226	6255	1477	4747	3003		2925	4887	
8th CONGRESSIONAL DISTRICT	9959	8146	81.80	2550	5226	6255	1477	4747	3003		2925	4887	
8th STATE SENATE DISTRICT	9959	8146	81.80	2550	5226	6255	1477	4747	3003		2925	4887	
26th ASSEMBLY DISTRICT	9959	8146	81.80	2550	5226	6255	1477	4747	3003		2925	4887	
1st EQUALIZATION	9959	8146	81.80	2550	5226	6255	1477	4747	3003		2925	4887	
1st SUPERVISOR DISTRICT	2211	1859	84.08	548	1237	1502	281	1052	740		665	1130	
2nd SUPERVISOR DISTRICT	1779	1421	79.88	490	845	1074	255	859	471		560	776	

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***Grand Totals 140019	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		PROP 34 YES	NO		PROP 35 YES	NO		PROP 36 YES	NO		PROP 37 YES	NO
3rd SUPERVISOR DISTRICT	2390	1955	81.80		597	1262		1517	332		1080	780		647	1234
4th SUPERVISOR DISTRICT	1866	1651	88.48		480	1116		1278	303		965	616		559	1043
5th SUPERVISOR DISTRICT	1613	1260	78.12		435	767		884	306		791	396		494	704
Big Pine Unified School	1127	956	84.83		273	646		746	164		543	370		316	605
Owens Valley Unified School	436	364	83.49		116	236		272	78		228	120		132	221
Trona Joint Unified School	39	26	66.67		10	16		16	7		15	6		6	18
INYO	9959	8146	81.80		2550	5226		6255	1477		4747	3003		2925	4887
BISHOP	1663	1336	80.34		468	784		1005	243		810	436		531	722
UNINCORPORATED	8052	6624	82.27		1992	4354		5122	1191		3814	2516		2290	4095

INYO COUNTY Statement of Vote
INY_20121106_E

140023	CALIFORNIA										
	Registration	Ballots Cast	Turnout (%)	PROP 38 YES	NO	PROP 39 YES	NO	PROP 40 YES	NO		
101 0101	669	113	16.89	33	76	52	63	72	29		
101 - Vote by Mail	669	461	68.91	101	340	202	232	332	81		
102 0102	871	243	27.90	66	168	116	113	171	57		
102 - Vote by Mail	871	479	54.99	126	336	209	244	323	121		
103 0103	671	228	33.98	56	165	90	128	153	52		
103 - Vote by Mail	671	335	49.93	66	252	133	181	229	78		
104MB 0104	116	0	0.00	0	0	0	0	0	0		
104MB - Vote by Mail	116	85	73.28	14	66	30	49	56	20		
105 0105	877	300	34.21	72	211	134	136	194	68		
105 - Vote by Mail	877	418	47.66	106	282	173	208	255	102		
106 0106	439	140	31.89	67	64	84	45	78	42		
106 - Vote by Mail	439	215	48.97	61	137	125	74	151	44		
107 0107	347	103	29.68	31	66	51	43	80	28		
107 - Vote by Mail	347	160	46.11	35	110	78	67	106	34		
108 0108	879	264	30.03	65	191	117	137	180	64		
108 - Vote by Mail	879	497	56.54	103	366	202	254	371	80		
109 0109	912	280	30.70	65	207	111	160	204	62		
109 - Vote by Mail	912	536	58.77	83	416	182	314	392	91		
110 0110	599	259	43.24	118	114	160	65	123	96		
110 - Vote by Mail	599	119	19.87	47	64	73	37	81	28		
111 0111	390	81	20.77	20	60	40	40	60	19		
111 - Vote by Mail	390	242	62.05	48	187	92	140	183	42		
112 0112	648	280	43.21	75	193	121	145	156	106		
112 - Vote by Mail	648	262	40.43	49	204	113	133	179	59		
113 0113	410	161	39.27	35	117	74	77	95	51		
113 - Vote by Mail	410	192	46.83	53	126	78	98	123	43		
114MB 0114	17	0	0.00	0	0	0	0	0	0		
114MB - Vote by Mail	17	11	64.71	8	3	9	2	8	2		
115MB 0115	65	0	0.00	0	0	0	0	0	0		
115MB - Vote by Mail	65	58	89.23	12	45	23	34	25	31		
116 0116	436	144	33.03	38	100	63	76	91	44		
116 - Vote by Mail	436	220	50.46	47	162	105	104	143	54		
117 0117	469	172	36.67	58	107	83	77	101	58		
117 - Vote by Mail	469	197	42.00	52	128	84	94	135	39		
118 0118	576	199	34.55	63	122	102	83	112	62		
118 - Vote by Mail	576	253	43.92	67	174	92	143	161	68		
119MB 0119	98	0	0.00	0	0	0	0	0	0		
119MB - Vote by Mail	98	74	75.51	22	48	44	25	43	22		
120MB 0120	187	0	0.00	0	0	0	0	0	0		
120MB - Vote by Mail	187	153	81.82	34	117	50	96	96	50		
121MB 0121	39	0	0.00	0	0	0	0	0	0		
121MB - Vote by Mail	39	26	66.67	5	18	8	16	16	5		
122MB 0122	117	0	0.00	0	0	0	0	0	0		
122MB - Vote by Mail	117	88	75.21	35	50	59	22	61	12		
123MB 0123	123	0	0.00	0	0	0	0	0	0		
123MB - Vote by Mail	123	95	77.24	41	48	64	23	51	31		
124MB 0124	4	0	0.00	0	0	0	0	0	0		
124MB - Vote by Mail	4	3	75.00	2	1	3	0	2	0		
Precinct Totals	9959	2967	29.78	862	1960	1398	1380	1850	840		
Vote by Mail Totals	9959	5179	52.00	1217	3680	2231	2590	3522	1138		
Grand Totals	9959	8146	81.80	2079	5640	3629	3970	5372	1978		
CALIFORNIA	9959	8146	81.80	2079	5640	3629	3970	5372	1978		
8th CONGRESSIONAL DISTRICT	9959	8146	81.80	2079	5640	3629	3970	5372	1978		
8th STATE SENATE DISTRICT	9959	8146	81.80	2079	5640	3629	3970	5372	1978		
26th ASSEMBLY DISTRICT	9959	8146	81.80	2079	5640	3629	3970	5372	1978		
1st EQUALIZATION	9959	8146	81.80	2079	5640	3629	3970	5372	1978		
1st SUPERVISOR DISTRICT	2211	1859	84.08	448	1336	802	951	1280	418		
2nd SUPERVISOR DISTRICT	1779	1421	79.88	386	936	675	624	800	339		

INYO COUNTY Statement of Vote
INY_20121106_E

***Grand Totals 140023	CALIFORNIA													
	Registration	Ballots Cast	Turnout (%)		PROP 38 YES	NO		PROP 39 YES	NO		PROP 40 YES	NO		
3rd SUPERVISOR DISTRICT	2390	1955	81.80		481	1358		845	967		1351	422		
4th SUPERVISOR DISTRICT	1966	1651	83.98		385	1197		718	849		1063	451		
5th SUPERVISOR DISTRICT	1613	1260	78.12		379	813		589	579		778	348		
Big Pine Unified School	1127	956	84.83		226	686		412	487		580	290		
Owens Valley Unified School	436	364	83.49		85	262		168	180		234	98		
Trona Joint Unified School	39	26	66.67		5	18		8	16		16	5		
INYO	9959	8146	81.80		2079	5640		3829	3970		5372	1978		
BISHOP	1663	1336	80.34		372	870		645	575		844	319		
UNINCORPORATED	8052	6624	82.27		1629	4671		2858	3350		4414	1616		



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: HEALTH & HUMAN SERVICES – Child Protective Services

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Purchase of Vehicle

DEPARTMENTAL RECOMMENDATION:

Request Board award a bid to Perry Motors of Bishop as the low bidder for the purchase of one (1) 2013 Toyota Sienna LE Minivan, in the amount of \$30,014.97. See Attachment A.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Motorpool sought bids for the purchase of this vehicle from several vendors: Eastern Sierra Motors of Bishop, Perry Motors of Bishop, Raceway Ford of Riverside, Hunter Dodge of Lancaster, Cerritos Dodge of Cerritos, Quality Chevrolet of Escondido, and Wondries Fleet Group of Alhambra.

The Child Welfare Division of Health and Human Services has a small fleet of cars available to them for use in conducting investigations and providing mandated social service functions, which includes the transportation of children and families. These cars have a high volume of use and are shared regularly with other divisions within HHS. One vehicle that has a particularly high volume of use is a 7 passenger van, as it is often used to transport large family groups, typically involving sibling groups of 3 or more children, as well as the parents and/or caregivers. During the last few years, the van assigned to Child Welfare has had multiple mechanical issues and after numerous repairs, continues to be unreliable for use, even in the local area. The most recent mechanical failure resulted in the van being disabled for use, as the cost to repair was prohibitive. Since that time, the Division has struggled to meet the ongoing transportation needs for our families with large sibling groups. The Division has borrowed vans from another division and has, on occasion, had to use more than one vehicle or make more than one trip in order to meet the needs of the families being served.

The purchase of an 8-passenger van would provide Child Welfare staff with a reliable vehicle that has sufficient seating to more easily allow for the transport of large family groups. The van would also be able to be equipped with infant and toddler car seats that do not have to be removed and/or reinstalled with each use.

This vehicle was included in the Social Services FY 2012/13 Requested Budget.

ALTERNATIVES:

Your Board could choose not to approve the purchase of the van, which would impact the ability of Child Welfare staff being able to adequately meet the multiple transportation needs of the children and families served.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Federal, State, Social Services Realignment and Social Services 2011 Realignment. This vehicle is budgeted in Social Services (055800) in Vehicles (5655). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>Peter Luby</u> Date: <u>10-1-12</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
INFORMATION SERVICES: N/A	I.S. AND RELATED ITEMS (Must be reviewed and approved by the Information Services Director prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner

Date: 10-5-12

COUNTY OF INYO BID TABULATION

Project Title & Bid Number: 2012 HHS MP

Bid Opening Date: 10/26/12

Location: BISHOP ADMIN

#	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bid Amount D	Bid Amount E	Bid Amount F
---	-------------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

1.	Eastern Sierra Motors		Toyota Sienna	Dodge Grand Caravan			
		no response					
2.	Raceway Ford - no response Hunter Dodge			\$29,899.67 + 8%	32,291.64		
3.	Rotolo Chevrolet Wondruess		no response				
4.	Cerritos Dodge, Chrysler		no response				
5.	Downtown Ford Quality Chevrolet		no response				
6.	Perry Motors ✓	\$30,014.97	8% Local Vendor credit				

Opened by: Jerome Elliott
 Present: Keneth Reynolds



DEALER BID SHEET

VEHICLE BID TYPE

Year, Make and Model

2013 Toyota Sienna LE 3.5L FWD 8 PSGR (5338)

DELIVERY TIME

The vehicle(s) will be delivered to Bishop, CA 93514 90 days following award notification. Depending on color selection + date order is submitted, could be 30-60 day window if needed.

DISCOUNT

Indicate dollar amount of discount, if any, for early payment, the time period during which the discount would be valid.

Amount of Discount \$ _____ (Dollar amount taken from Base Price)

Discount Period _____ days after receipt of vehicle.

PRICE

Base Price	\$ <u>27,848.00</u>
Subtotal	\$ _____
Sales Tax 7.75%	\$ <u>2,158.22</u>
CA Tire Fee	\$ <u>8.75</u>
Total Price	\$ <u>30,014.97</u>

NOTE: A Completed bid package must be returned no later than:

OCTOBER 26, 2012

To: Inyo County Motor Pool
163 May St
Bishop, CA 93514

AGREEMENT

VEHICLE:

Year: 2013 Make & Model Toyota Sienna LE 3.5L FWD 8PSGR (5338)

We hereby agree to furnish the vehicle as specified above the prices and terms stated, to Inyo County Motor Pool, subject to the instructions and specifications set forth in the attached bid documents.

Executed at Bishop California October 9, 2012.

Company: Perry Motors, Inc.

Address: 310 S. Main St.
City: Bishop
State: CA

Signature: [Handwritten Signature]
Print Name: Darci Jahn

Contact Information:

Phone: 760.872.4141 Email: darcijahn@gmail.com
Fax: 760.872.1274

EXCEPTIONS TO SPECIFICATIONS

All exceptions exceed minimum specifications and are noted on Vehicle Bid Form.

VEHICLE BID FORM

INYO COUNTY MOTOR POOL BID NO: 2012 HHS MP

Item #1

BID ITEM: 2012 OR NEWER - 8 - PASSENGER MINI VAN or EQUIVALENT

MINIMUM BID SPECIFICATIONS

EXCEPTIONS COMPLY

DESCRIPTION (Please place a "checkmark" in the appropriate column)		
ALL STANDARD EQUIPMENT		
3.5-Liter, 24-Valve, V-6 Engine		✓
5-Speed Automatic Transmission 6 Speed	✓	✓
California Emissions		✓
Anti-Lock Braking System (ABS)		✓
Front Side Airbags with Passenger-Side Occupant Position Detection System (OPDS)		✓
One-Motion 60/40 Split 3rd-Row		✓
Bluetooth Capability		✓
Variable Power-Assisted Rack and Pinion Steering		✓
3-Point Seat Belts at all Seating Positions		✓
Dual-Stage, Multiple-Threshold Front Airbags (SRS)		✓
Three-Row Side Curtain airbags with Rollover Sensor		✓
Tire Pressure Monitoring system (TPMS)(14)		✓
Driver's and Front Passenger's Active Head Restraints		✓
Daytime Running Lights		✓
Air Conditioning (manual, front and rear)		✓
Cruise Control		✓
Power Door and Tailgate Locks		✓
Power Windows with Auto-Up/Down Driver's Window and Front Passenger's Window		✓
Driver's Seat with 8-Way Power Adjustment		✓
Cloth Seats		✓
Head Restraints at all Seating Positions		✓
Adjustable Seat-Belt Anchors (Front- and 2nd-Row)		✓
Tilt and Telescopic Steering Column		✓
AM/FM/CD Audio System with 5 Speakers		✓
Front Center Floor Tray with Beverage Holders		✓
Center Stack Storage with Utility Tray		✓
Floor Mats (Front- and 2nd-Row) (Added)		✓
Two 12-Volt Power Outlets 3		✓
Map Lights (All Rows)	✓	✓

VEHICLE BID FORM

INYO COUNTY MOTOR POOL BID NO: 2012 HHS MP

Item #1

BID ITEM: 2012 OR NEWER - 8 - PASSENGER MINI VAN or EQUIVALENT

ALL STANDARD EQUIPMENT

EXCEPTIONS COMPLY

ALL STANDARD EQUIPMENT	EXCEPTIONS COMPLY	
Exterior Features		
Dual Sliding Doors - Automatic		✓
Remote Entry System		✓
Projector-Beam Halogen Headlights with Auto-Off		✓
17" Wheels with Full Covers <i>Alloy Wheels</i>	✓	✓
All-Season Tires		✓
Rear Privacy Glass		✓
Power Side Mirrors		✓
Two-Speed/Variable Intermittent Windshield Wipers		✓
Intermittent Rear Window Wiper/Washer		✓
STANDARD WARRANTY		✓
SUBMIT COLOR CHART WITH BID		✓
Total of 4 keys -Two keys with remote entry fob and 2 extra keys without entry fob	✓	✓

1 extra valet key (total of 5)



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: Probation Department – Juvenile Center

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Ratify the Maintenance Contract with Siemens Industry Inc. for the Juvenile Center Fire Suppression System

DEPARTMENTAL RECOMMENDATION: Request Board 1) declare Siemens Industry, Inc. as a sole source contractor and 2) ratify the contract between the County of Inyo and Siemens Industry, Inc. for the provision of a semi-annual inspection and maintenance of equipment services (fire and safety equipment – fire suppression system), in an amount not to exceed \$13,633 for the period of November 1, 2012 through June 30, 2014; authorize the Chairperson to sign, contingent upon the Board's adoption of future budgets, and contingent on obtaining the appropriate signatures.

CAO RECOMMENDATION:

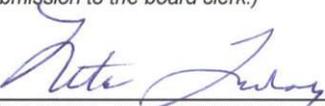
SUMMARY DISCUSSION: SimplexGrinnel originally installed the electronic controls and Life Safety system (fire suppression system) in the Inyo County Jail and Juvenile Center. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and the need for Simplex replacement parts. In 2003, Inyo County Juvenile Center received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety Equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed parts and provide a twenty-four (24) hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 at the Jail and Juvenile Center and the service technicians are familiar with the Juvenile Center's fire suppression system.

ALTERNATIVES: The Board could choose not to award the contract to Siemens; however, this is not recommended as Siemens has been reliable and knowledgeable with our system; provides the emergency response we need; and is currently under a 3-year maintenance contract with the County to inspect the Jail. The twenty-four (24) hour response window is a critical issue to our Juvenile Center operations. The Juvenile Center has developed a strong working relationship with Siemens and its technicians, who have an understanding of the specific needs of the Center.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor's office

FINANCING: Funding in the amount of \$7,125 has been budgeted in the FY12/13 Juvenile Institutions Budget (023100), Revenue Code 4998 - Operating Transfers in Other Financing Sources

and Expenditure Object Code 5265 - Professional Services. This will cover the 1st Year contract price of \$6,816. Year 2 contract price of \$6,817 will be budgeted in FY13/14.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/9/2012</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/13/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 11/14/12
(Not to be signed until all approvals are received)

Attachments: Portions of County of Inyo Contract #116

**AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the maintenance of equipment _____ services of Siemens Industry Inc. of Fresno, California _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Mark Olsen or his designee, whose title is: Deputy Director of Juvenile Instit.. 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 November 1, 2012 to June 30, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirteen thousand six hundred thirty-three and no/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Probation - Juvenile Center	Department
<u>P. O. Box 306 / 201 Mazourka Canyon Road</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
Siemens Industry Inc.	Name
<u>4273 West Richert Avenue, Suite 110</u>	Street
<u>Fresno, CA 93722</u>	City and State

26. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

TERM:

FROM: 11/1/2012

TO: 6/30/2014

SCOPE OF WORK:

As noted in the Advantage Services Proposal Agreement, specifically pages 3-7, see attached and as noted below:

1. An annual inspection will be performed in November or December of each year (2012 and 2013) with an annual maintenance visit to be scheduled prior to June 30 of each year (2013 and 2014).
2. Deputy Director Mark Olsen or a Supervising Group Counselor is to be notified (at least one week in advance) when an inspection and/or a maintenance visit is scheduled.

On site contact information:
Inyo County Juvenile Center
201 Mazourka Canyon Road
Independence, California
Deputy Director Mark Olson or Supervising Group Counselor
Phone Numbers: 760/878-0350 or 760/878-0351



1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Customer Objectives

Annual inspection as required per code NFPA 72, to be performed beginning in November 2012 through September 2014. Testing and maintenance of test fire Suppression system per code to include the 2nd half of 2012-2013. Siemens will go over past reports to prevent any "slips" in inspection intervals. As in the past, Siemens will test & inspect all Life Safety devices including but not limited to: Smoke Devices, Heat Detectors, Horns/Strobes, Pull Stations, Fire Alarm Panels etc. We will also include Waterflows & Tamper Switches to be tested semi-annually. (See Section 3.2 **Maintained Equipment Table** for details)

1.3 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 FIRE ALARM & LIFE SAFETY SERVICES

Approach

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, smoke detector cleaning and sensitivity testing, a detailed written report following each service visit, and a life safety log book.

Bronze Level of Service Coverage provided under the Advantage Services Performance Package

The Bronze Advantage Services plan is an economical choice for customers who require planned and scheduled inspection services but do not require a guaranteed response time for emergencies. Service calls outside the scope of regularly scheduled inspections can be handled on a time and material basis and will be responded to as soon as staff is available.

2.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

2.1.2 Technical Support Services

Fire Alarm System Testing & Inspection

We will perform an annual test of all covered fire systems by certified specialists using testing protocols specified by NFPA as well as any local guidelines that are required for your facility. In addition, we will perform sensitivity testing of all smoke detectors to ensure that the equipment is operating within the proper UL-specified sensitivity range. Necessary

documentation detailing the results of the inspection, including a list of deficiencies, will be provided upon completion of the test to satisfy the AHJ and to maintain your Certificate of Occupancy.

The equipment included as part of this service is listed in Section 3.2 **Maintained Equipment Table** section of this service agreement.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results along with recommendations for detectors that require either cleaning or replacement.

3 Service Implementation Plan

3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

Bronze Service	
Attribute	
Emergency Online/Phone Response	24x7
Response time - onsite for critical components	Next Business day – labor to appear onsite is billable
Response time - onsite for non-emergency	As soon as staff is available – labor to appear onsite is billable
Hours of Service	24x7– labor is billable
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See Section 3.2 **Maintained Equipment Table** to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

**Siemens Building Technologies
Service Agreement**

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Field Peripherals	Field Peripherals	Tamper Switch Monitor Module	1			
Services (Times per year): Test and Inspection (2)						
Field Peripherals	Field Peripherals	Waterflow Switch Monitor Module	2			
Services (Times per year): Test and Inspection (2)						
Field Peripherals	Field Peripherals	Strobe	34			
Services (Times per year): Test and Inspection (1)						
Field Peripherals	Field Peripherals	Speakers or Horns with Strobes	7			
Services (Times per year): Test and Inspection (1)						
Detectors	Detectors	Conventional Smoke Detector	39			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						
Field Peripherals	Field Peripherals	Conventional Pull Station	4			
Services (Times per year): Test and Inspection (1)						

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

TERM:

FROM: 11/1/12

TO: 6/30/14

SCHEDULE OF FEES:

Section 3.E. Consideration / Billing and payment of this contract (page 2) is replaced with the following language:

"Contractor shall submit to the County semi-annually an itemized statement of all services and work described within Attachment A - Scope of Work, which were done at the County's request. This statement will be submitted to the County within ten (10) days of the service date. The 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, County shall make payment to the Contractor."

Year 1 cost for the time period of 11/1/2012 to 06/30/2013. \$3,408 is to be billed and paid semi-annually (total amount for Year 1: \$6,816)

Year 2 cost for the time period of 7/1/2013 to 6/30/2014. \$3,408 is to be billed and paid semi-annually (total amount for Year 2: \$6,817)

Customers with a Service Agreement (contract) will receive reduced rates for on-site service calls outside the scope of this contract and will be invoiced separately to the County:

1. Material Rates: a discount percentage off the standard pricing for Siemens Industry, Inc. products
2. Minimum Charge: Service involving travel to the customer site will incur a two-hour minimum labor charge and \$0.60 per mile one-way vehicle charge.
3. Preferred customer labor rates as listed below:

Rates effective from November 1, 2012 through December 31, 2013

Please note: Rates shown are for the period referenced above and are subject to change.

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$0.00	\$0.00	\$0.00
Fire Safety Specialist	\$0.00	\$0.00	\$0.00
Security Specialist	\$125.00	\$156.00	\$225.00
Engineer	\$0.00	\$0.00	\$0.00
Mechanic	\$0.00 (plus \$0.00 truck charge)	\$0.00 (plus \$0.00 truck charge)	\$0.00 (plus \$0.00 truck charge)

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

TERM:

FROM: 11/1/12

TO: 6/30/14

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 SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

TERM:

FROM: 11/1/12

TO: 6/30/14

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

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: Public Works

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Recommendation of Contract Award, Trash Disposal Services at County Buildings and Facilities

DEPARTMENTAL RECOMMENDATION:

1. That your Board award the bid to and approve the Contract for a three (3) year term to Preferred Septic and Disposal, Inc. for providing trash disposal services at County Buildings and Facilities, in an amount not to exceed \$104,754.24 contingent on the Board's adoption of future budgets;
2. Authorize the inclusion of recycling services, at no additional cost, as part of the trash disposal services contract;
3. Authorize the Chairperson to sign the Contract contingent upon obtaining the appropriate signatures; and,
4. Authorize the payment of \$2,909.84 monthly to Preferred Septic and Disposal, Inc. for the provision of these services.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

A previous recommendation of contract award for this item was presented to the Board of Supervisors at a regularly scheduled meeting on February 28, 2012. At that time, the Board elected to delay contract award because of issues raised by Dale Comontofski, Preferred Septic and Disposal, Inc., regarding restricted access for bringing recyclable materials to Sierra Conservation Project, (the recycling company currently operating under a no cost county sub-lease at the Bishop Landfill). Also at this meeting County staff was directed to review the current County sub-lease agreement with Sierra Conservation Project and make appropriate amendment(s) to the lease in order to achieve, among other items, equal access for waste haulers to the Sierra Conservation Project recycling facility. The Board also approved, at the same meeting, a six (6) month extension to the existing purchase order service agreement with Preferred Septic and Disposal in order to continue the trash disposal services at County buildings and facilities. On August 7, 2012, at a regularly scheduled Board meeting, Amendment No. 1 to the lease agreement between the County of Inyo and Sierra Conservation Project was approved and executed.

After Amendment No. 1 was approved, Public Works then revised the original Request for Proposals (RFP) for Trash Disposal Services, Inyo County Buildings and Facilities, in order to incorporate recommended Board of Supervisors, CAO, and County Council additions and modifications. On September 11, 2012, an additional extension to the purchase order for Preferred Septic and Disposal, Inc., at the current monthly rate of \$2,959.52, for a not to exceed amount of \$36,000 (all issued purchase orders), was approved by the Board in order to continue the County Facilities trash service until a new contract for these services can be awarded. The final RFP was then presented to the Board on October 2, 2012 and approved. Public Works advertised this RFP and received proposals on October 24, 2012. Proposals were received from both waste haulers currently permitted by Inyo County Waste Management to operate in Waste Collection Area A, Madera Disposal Systems (dba Bishop Waste Disposal, Inc.) and Preferred Septic and Disposal, Inc.

The proposals were then evaluated based on the following criteria:

1. Submittal of a completed Exhibit A – Scope of Work (Pass or Fail);
2. Lowest responsible price received for Trash Disposal, (55 pts. max.);
3. Additional Services proposed at no cost to the County of Inyo (excluding Optional Recycling Services), (20 pts. max.);
4. Any Cost Savings Recommendations re: County Facilities trash disposal (to be scored on total amount of savings), (20 pts. max.); and,
5. Company's ability to enter into Inyo County Standard Contract No. 113, (5 pts. max.).

After independently reviewing the two (2) submitted proposals, Public Works staff arrived at the following average score totals (same criteria and order noted above):

• **Madera Disposal Systems (dba Bishop Waste Disposal, Inc.)**

1. Submittal of Completed Exhibit A - Pass
2. Lowest responsible price - 55 pts. (they had the lowest price by \$9.40)
3. Additional Services - 15 pts. (will clean container area, provide locking containers if requested, phone book recycling, provide diversion report each quarter, provide emergency phone number, dumpster audit of materials, free toilet service from Bishop to Lone Pine)
4. Cost Savings Recommendations – 10 pts. (5% discount if paid within 30 days)
5. Any exceptions to entering into Std. Contract No. 113 – 5 pts. (none noted)

Total Score = 85 points

• **Preferred Septic and Disposal, Inc.**

1. Submittal of Completed Exhibit A - Pass
2. Lowest responsible price – 51.5 pts. (they were \$9.40 above the lowest price)
3. Additional Services – 18.5 pts. (will clean container area, provide locking containers if requested, provide plastic lids, phone book recycling, provide diversion report each quarter, clean/exchange dirty or graffiti tagged containers, dumpster audit of materials, plastic liners)
4. Cost Savings Recommendations – 19 pts. (5% discount if paid within 30 days, extensive cost savings potential of \$4,011.48 per year was submitted based on reductions/modifications of container sizes and pickups)
5. Any exceptions to entering into Std. Contract No. 113 – 5 pts. (none noted)

Total Score = 94 points

Based on the proposal evaluation criteria and associated scoring totals, the Public Works recommendation for contract award must go to Preferred Septic and Disposal, Inc.

ALTERNATIVES:

1. Your Board could elect to not award the contract and direct the Public Works Department to re-solicit proposals for this service. This is not recommended, as the prices shown are the lowest allowed by Board Resolution, are competitive and reflect the true cost for providing these services;
2. Your Board could evaluate the scoring and award the Contract accordingly;
3. Your Board could shorten the term of the Contract to one (1) year. This is not recommended, as all of our personal service contracts for this type of service are multi-term, which reduces the cost and workload on Public Works staff because they do not have to advertise and re-bid the contract annually.
4. Should your Board elect to not award this Contract, we would then need to request Board approval to issue, after receiving bids, a new 3-month Purchase Order in order to have enough time to revise the RFP, advertise, evaluate proposals, then present a contract award recommendation to the Board.

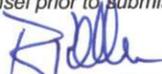
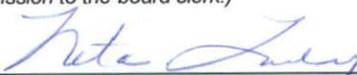
OTHER DEPARTMENT INVOLVEMENT:

The Public Works Department will oversee the terms of the Contract. County Counsel for the review the Contract and this Agenda Item. Auditor for the payment(s) of invoice(s).

FINANCING:

The funds for this Contract will be provided through the County's Public Works Department, Building & Maintenance of Ground Division budget 011100, Object Code 5265, ~~and other County Departments that require this service. Any required Departmental budget adjustments will be made during mid-year budget revisions.~~

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>11-13-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>gpd</u> Date <u>11/14/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 11-14-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Waste Disposal SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Trash Disposal services of Preferred Septic and Disposal 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, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from December 1, 2012 to November 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of (a monthly payment of) Twenty-Nine Hundred and Nine Dollars and Eighty-Four cents (\$ 2,909.84) for performance of all of the services and completion of all of the work described in Attachment A.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from 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 all services and work to be performed under this Agreement shall not exceed One-Hundred Four Thousand Seven Hundred Fifty Four and 24/100 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, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon 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 B, upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for 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 C and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of 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. 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.

15. 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.

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Public Works	Department
<hr/>	Street
P.O. Drawer Q	
<hr/>	City and State
Independence, CA 93526	

Contractor:

<u>Preferred Septic and Disposal, Inc.</u>	Name
<u>1280 North Main Street, Suite I</u>	Street
<u>Bishop, CA 93514</u>	City and State

25. ENTIRE AGREEMENT.

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

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Waste Disposal SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Waste Disposal SERVICES

TERM:

FROM: December 1, 2012 **TO:** November 30, 2015

SCOPE OF WORK:

SEE ATTACHED EXHIBITS A, B

EXHIBIT A
SCOPE OF WORK - Trash Disposal Services

<u>Location (Bishop)</u>	<u>Size of Dumpster</u>	<u>Quantity</u>	<u>Frequency</u>
Bishop Library 210 Academy	3 CY	1	1/week
County Services Building 207 West South Street	3 CY (locking)	1	1/week
Airport Terminal 703 North Airport Road	3 CY	1	1/week
• ESTA Parking Lot	2 CY	1	1/week
Health and Human Services 162 Grove Street	3 CY (locking)	1	1/week
WIC 568 West Line Street	100 gallon. rolling cart	1	1/week
Bishop Senior Center 506 Park Avenue	3 CY	1	2/week
Bishop Administration 163 May Street	3 CY (locking)	1	1/week
Family Support Services 230 West Line Street	100 gallon. rolling cart	1	1/week

EXHIBIT A
SCOPE OF WORK - Trash Disposal Services

<u>Location (Bishop)</u>	<u>Size of Dumpster</u>	<u>Quantity</u>	<u>Frequency</u>
Search and Rescue Airport Road	100 gallon rolling cart	1	1/week
One Stop/Probation 912 North Main Street	3 CY	1	1/week
Progress House 536 North Second Street	3 CY	1	1/week
Bishop District 1 & 2 (Road) 3236 West Line Street	3 CY	1	1/week
Bishop Road Shop 701 South Main Street	3 CY	1	1/week
<u>Location (Big Pine)</u>	<u>Size of Dumpster</u>	<u>Quantity</u>	<u>Frequency</u>
Big Pine District 3 (Road) 160 Dewey Street	3 CY	1	1/week
Big Pine Town Hall 180 Dewey Street	3 CY (locking)	1	1/week

EXHIBIT A
SCOPE OF WORK - Trash Disposal Services

<u>Location (Independence)</u>	<u>Size of Dumpster</u>	<u>Quantity</u>	<u>Frequency</u>
Courthouse Complex / Annex Building 168 North Edwards Street	3 CY	2	1/week
Independence Legion Hall 201 South Edwards Street	3 CY	1	1/week
Eastern California Museum 155 North Grant Street	100 gallon rolling cart	2	1/week
Jail and Sheriff Administration 550 South Clay Street	3 CY	4	2/week
Juvenile Detention Facility 201 Mazourka Canyon Road	3 CY	2	1/week
Building and Maintenance Shop 136 South Jackson Street	3 CY	1	1/week
Water Department 135 South Jackson	3 CY	1	1/week
Independence Administration 224 North Edwards Street	100 gallon rolling cart	1	1/week
Mazourka Road Shop 750 South Clay Street	3 CY	1	1/week

EXHIBIT A
SCOPE OF WORK - Trash Disposal Services

<u>Location (Lone Pine)</u>	<u>Size of Dumpster</u>	<u>Quantity</u>	<u>Frequency</u>
Health and Human Services 380 North Mount Whitney	3 CY	1	1/week
Lone Pine Library 210 Bush Street	100 gallon rolling cart	1	1/week
Statham Hall 183 Jackson Street	3 CY	1	1/week
Lone Pine Road Shop 160 North Lone Pine Avenue	3 CY	1	1/week
Lone Pine Sheriff Sub Station 726 North Main Street	3 CY	1	1/week

NOTE: Inyo County reserves the right to revise the above noted trash container sizes, quantities, and/or service frequency, as needed, during the service agreement duration. Service provider will be compensated accordingly.

EXHIBIT A
SCOPE OF WORK - Trash Disposal Services

ADDITIONAL SERVICES:

1. Plastic Liners for trash receptacles/containers, upon request;
2. Locking Bars with Locks, upon request;
3. Plastic Lids on dumpsters;
4. Dirty or Odorous container removal and exchange, upon request;
5. Graffiti “tagged” container removal and exchange, upon request;
6. Monitoring/Auditing of container waste type(s)/amount(s) for possible reduction in service;
7. Keep area around trash dumpsters/containers clean of debris and trash; and,
8. Conduct the Phone Book recycling program for the duration of the Contract.

EXHIBIT B
SCOPE OF WORK - Recycling Services

Recycling Services consist of: a) placement of container(s); and, b) following the pick-up frequency indicated below; for collection of the following materials:

- | | |
|--|--|
| 1. Printer cartridges | 4. Calif. Redemption Value (CRV) materials |
| 2. Universal (U) & Electronic (E) Waste | ▪ Glass, Plastic, Aluminum |
| 3. Cardboard Bins (Jail, Sheriff Admin., Courthouse) | 5. Newspapers, magazines |

Location (Bishop)	Recycling Container Size	Quantity	Frequency
Bishop Library 210 Academy	-None-	-	-
County Services Building 207 West South Street	68 Gal.	1	2/month
Airport Terminal 703 North Airport Road	68 Gal.	1	2/month
• ESTA Parking Lot	-None-	-	-
Health and Human Services 162 Grove Street	68 Gal.	2	2/month
Clark Wing 301 West Line Street	-None-	-	-
WIC 568 West Line Street	-None-	-	-
Bishop Senior Center 506 Park Avenue	68 Gal.	2	2/month
Bishop Administration 163 May Street	-None-	-	-

EXHIBIT B
SCOPE OF WORK – Recycling Services

<u>Location (Bishop)</u>	<u>Recycling Container Size</u>	<u>Quantity</u>	<u>Frequency</u>
Family Support Services 230 West Line Street	-None-	-	-
Search and Rescue Airport Road	-None-	-	-
One Stop/Probation 912 North Main Street	68 Gal.	1	2/month
Progress House 536 North Second Street	-None-	-	-
Bishop District 1 & 2 (Road) 3236 West Line Street	-None-	-	-
Bishop Road Shop 701 South Main Street	-None-	-	-
<u>Location (Big Pine)</u>	<u>Recycling Container Size</u>	<u>Quantity</u>	<u>Frequency</u>
Big Pine District 3 (Road) 160 Dewey Street	-None-	-	-
Big Pine Town Hall 180 Dewey Street	-None-	-	-

EXHIBIT B
SCOPE OF WORK – Recycling Services

<u>Location (Independence)</u>	<u>Recycling Container Size</u>	<u>Quantity</u>	<u>Frequency</u>
Courthouse Complex / Annex Building 168 North Edwards Street	3 CY Cardboard 68 Gal.	1 2	1/week 2/month
Independence Legion Hall 201 South Edwards Street	-None-	-	-
Eastern California Museum 155 North Grant Street	68 Gal.	1	2/month
Jail and Sheriff Administration 550 South Clay Street	-None-	-	-
Juvenile Detention Facility 201 Mazourka Canyon Road	-None-	-	-
Building and Maintenance Shop 136 South Jackson Street	-None-	-	-
Water Department 135 South Jackson	-None-	-	-
Independence Administration 224 North Edwards Street	68 Gal.	1	2/month
Mazourka Road Shop 750 South Clay Street	68 Gal.	1	2/month

EXHIBIT B
SCOPE OF WORK – Recycling Services

<u>Location (Lone Pine)</u>	<u>Recycling Container Size</u>	<u>Quantity</u>	<u>Frequency</u>
Health and Human Services 380 North Mount Whitney	68 Gal.	1	1/month
Lone Pine Library 210 Bush Street	-None-	-	-
Statham Hall 183 Jackson Street	-None-	-	-
Lone Pine Road Shop 160 North Lone Pine Avenue	-None-	-	-
Lone Pine Sheriff Sub Station 726 North Main Street	68 Gal.	1	1/month

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Waste Disposal SERVICES

TERM:

FROM: December 1, 2012 TO: November 30, 2015

FORM W-9

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

*(On file at "Integrated waste mgmt." Admin. Office, May St.)
- JERRA A. 11/10/12*

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Waste Disposal SERVICES

TERM:

FROM: December 1, 2012 **TO:** November 30, 2015

SEE ATTACHED INSURANCE INFORMATION AND PROVISIONS

(On file @ Integ. Waste Mgmt. Office, May St.)
Jeff A. 11/10/12



PERMIT

SOLID WASTE COLLECTION/TRANSPORTATION

PERMITTEE: PREFERRED SEPTIC & DISPOSAL, INC. **PERMIT NO:** 2012-06ABC

ADDRESS: 1280 NORTH MAIN STREET, SUITE I **PERMIT AREA:** A B & C
BISHOP, CA 93514

This permit is granted for the collection or transportation of garbage and rubbish on condition the person named in the permit will comply with the laws, ordinances and regulations that are now or may be in force by the County of Inyo or State of California governing the same. This permit must be renewed on or before the expiration date as shown above. This permit may be suspended or revoked for cause.

ISSUE DATE: JANUARY 1, 2012
EXPIRATION DATE: DECEMBER 31, 2014



CHUCK HAMILTON
DEPUTY COUNTY ADMINISTRATOR

Permits granted for collection or transportation of garbage and rubbish shall be posted in a conspicuous location in the place of business, otherwise the permit shall be in the vehicle when used for the purpose granted in the permit.

The Station of compliance must meet with the requirements of Section 2021.200(r)(H) and must include the following language:

Tire and waste collection vehicles at terminal
compliance with Title 19, California Code of Regulations, Section 2021.2. 1 are in

Name of company: Preferred Septic and Disposal Inc
Business Address: 1220 n Main st, ste 1 Bishop, Ca
Telephone Number: 760-873-5699

Signature of date/time by responsible person: [Signature]
Print Name of Responsible Person: [Name] Date Completed: [Date]
Title of Responsible Person: Owner
Date Report Completed: November 28, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2012

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

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

PRODUCER R.J. McConnell Insurance Services P.O. Box 637 San Luis Obispo CA 93406	CONTACT NAME: Michelle Dolan PHONE (A/C No. Ext.): (805) 545-9206 FAX (A/C. No.): (805) 548-8224 E-MAIL ADDRESS: michelle@rjmcconnellins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Preferred Septic & Disposal, Inc. 1280 North Main Street Suite I Bishop CA 93514	INSURER A: Insurance Company of the West NAIC # 27847	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12/13 WC 801 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADJL SUBR INER W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> MIRD AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MLVS021176 00	5/12/2012	5/12/2013	<input checked="" type="checkbox"/> WC STAYL TORY LIMITS <input type="checkbox"/> OTH-ER P.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Inyo County Waste Management
163 May Street
Bishop, CA 93514

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Manit/HALEY



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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 20, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ 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

12

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

FROM: County Administrator

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Amendment #4 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to February 28, 2013 and authorizing the return of the \$10,000 Developer Deposit to Joseph Enterprises.

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the County Administrator to execute Amendment #4 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to February 28, 2013 contingent on all appropriate signatures being obtained, and deleting Section 4 (Developer Deposit) and authorizing the refund of the \$10,000 Developer Deposit made by Joseph Enterprises to the County of Inyo.

SUMMARY DISCUSSION:

On September 6, 2011, your Board authorized the Chair to sign an Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises. The Agreement requires Inyo County to negotiate only with Joseph Enterprises for the development of its consolidated office space project as long as the Agreement remains in effect. Similarly, Joseph Enterprises is prohibited from negotiating with any party, other than Inyo County, for the use of its Wye Road parcel. As a demonstration of good faith, the Agreement required Joseph Enterprises to make a \$10,000 deposit with the County that is refundable at the conclusion of negotiations; either by the County approving the resulting documents, or at the request of Joseph Enterprises after the Exclusive Negotiations Agreement has expired. The Exclusive Negotiation Agreement has been in effect for over a year and, during that time, Joseph Enterprises has continued to work with the County in good faith through delays that have prolonged completion of the tasks identified in the Agreement. It now seems reasonable for the County to reciprocate this demonstration of good faith by eliminating the required Developer Deposit from the terms of the Agreement, and refund Joseph Enterprises \$10,000 deposit.

The Agreement also specifies the phasing and timing of deliverables the negotiations are expected to produce:

Phase IA Term Sheet Agreement. The County and Joseph Enterprises will negotiate key terms of the anticipated Option, Lease and Land Transaction documents that will be summarized in a non-binding, proposed Term Sheet. The Term Sheet will be subject to final approval by the Board of Supervisors acting in public, in open session.

Phase 1B Design Review. Joseph Enterprises will develop a space plan at its sole expense, but in consultation with the County. This space plan is anticipated to identify the specific departments and

staff positions that will be located in the consolidated offices, and their associated space needs. The space plan will be used to update architectural planning and produce a more detailed conceptual design. The resulting Concept Plans will be submitted to the Board of Supervisors for approval in open session, in its capacity as prospective tenants only.

The Agreement originally allocated 60-days to complete Phase 1 A&B, with an option to extend the Phase 1 Expiration Date by another 45-days if the County Administrator determined that the negotiations were proceeding in a reasonable manner.

Phase 1 will consist of sixty (60) days, commencing on the date this Agreement is signed on behalf of the County (the "Phase 1 Effective Date"), and continuing in full force and effect until the sixtieth (60th) day thereafter (the "Phase 1 Expiration Date"). The Phase 1 Expiration Date may be extended for up to forty-five (45) additional days (commencing on the Phase 1 Expiration Date) upon approval in writing by the County CAO, provided that Developer continues to diligently perform its obligations hereunder in a timely manner. If at the Phase 1 Expiration Date or the expiration of any extension thereof, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

The Agreement was signed on behalf of the County on September 6, 2011. On November 3, 2011, the County Administrator exercised his right to extended the Phase 1 Expiration Date by 45-days, from November 4, 2011, to December 19, 2011, recognizing that the Developer continued to perform its obligations under the Agreement in a timely manner, however, vacations and holidays and scheduling conflicts delayed the ability of the Developer, County staff, and the County's real estate consultant, Allan D. Kotin & Associates, from being able to finalize a Term Sheet Agreement for Consideration by your Board. The Parties attempted to meet the week of December 12th for purposes of finalizing a non-binding Term Sheet, however, scheduling difficulties between representatives of the parties pushed that meeting date back to the first week in January. As a result, on December 19, 2011, your Board considered and approved Amendment #1 to the Exclusive Negotiation Agreement extending the Phase 1 Expiration Date to February 28, 2012.

On February 28, 2012, your Board approved Amendment #2 to the ENA to again extend the Phase 1 Expiration Date to June 30, 2012, to allow completion of the non-binding Phase 1A Term Sheet, and Concept Plans identified for Phase 1B. The non-binding, proposed Term Sheet was subsequently presented to and approved by your Board on March 13, 2012.

Like the Term Sheet, the Concept Plans (identified as part of Phase 1B) must be approved by the Board of Supervisors acting in open session, and your Board's approval of the Concept Plans will be non-binding on the County. (As noted above, if the Term Sheet or Concept Plans are not approved by your Board, in your Board's sole determination, in the specified timeframe, the Exclusive Negotiation Agreement will automatically terminate.)

Representatives from the architectural firm of Ware Malcomb, representing the Developer, toured the County's existing office space in Bishop and met with County departments with offices in Bishop on April 19th and 20th. Prior to the meetings, Ware Malcomb provided the departments with a Facility Program Questionnaire to complete and articles regarding office trends to review. This process led to the development of a draft Building Program and Block Diagram for the Consolidated Building. However, it was not going to be possible to complete this and the other recommended components of the (Phase 1B) Concept Plan development and non-binding approval process by the Phase 1 Expiration Date of June 30, 2012. As a result

your Board approved Amendment #3 to the ENA to again extend the Phase I Expiration Date to November 30, 2012.

After some clarifications and refinements to the architect's work, the process has resulted in the development of a draft Building Program and Block Diagram for the Consolidated Building. Department staffs are in the process of reviewing and commenting on the draft Space Program and Block Diagram and, for Non-General Fund or categorically funded departments, analyze their respective allocations of space relative to current and future rent-paying capacity. However, this is not expected to be completed in time to hold community meetings and present the Concept Plans to your board prior to the November 30, 2012 deadline to complete Phase I.

Once departments complete their review of the architect's preliminary Building Program and Block Diagram, staff intends to present the plans to the Board of Supervisors for preliminary input prior to revisiting the Term Sheet (as may be necessitated by changes in building size, etc.) and scheduling community meetings to present and receive input regarding the building plans and associated costs. (This preliminary review by the Board of Supervisors will ensure the design documents meet the Board's expectations relative to level of detail and information to be conveyed to the public at community meetings.) Following the presentation of the Building Program and Block Diagram, and associated cost estimates at community meetings, more detailed office diagrams will be developed and the Concept Plans finalized for consideration of non-binding approval by the Board of Supervisors.

Only if your Board approves the non-binding Concept Plans will the County and Joseph Enterprises draft any Option, Lease and Land Transaction documents resulting from the approved Term Sheet and Concept Plans. This is identified as Phase 2 – Preparation of Final Documents – in the Exclusive Negotiation Agreement, and will need to be completed within 60-days from the date of approval of the Concept Plans, and may be extended by the CAO for up to 45 additional days. The Final Documents will need to be approved by your Board in public, in open session, and only upon your Board's approval of these documents will the County be bound to the project.

ALTERNATIVES:

Your Board could choose to take no action and/or not execute the amendment to Exclusive Negotiation Agreement with Joseph Enterprises, however, this will terminate the consolidated building project development process. Your Board could also choose to propose amending the Agreement to specify a Phase 1 Expiration Date different from the February 28, 2013 date being recommended.

OTHER AGENCY INVOLVEMENT:

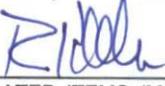
Primary assistance in this process has been, and will be provided by the Inyo County Office of the County Counsel, and the Inyo County Public Works Department.

FINANCING:

Outside of additional staff time and associated consulting expense, there is no cost or binding obligation to the County associated with amending the Exclusive Negotiation Agreement with Joseph Enterprises.

As indicated above, there will be additional public discussion and actions required of your Board in advance of making any decision that is financially binding upon the County.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>11.14.12</u>
AUDITOR/CONTROLLER: <u>N/A</u>	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: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 11-14-2012

**AMENDMENT NUMBER 4 TO
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN
THE COUNTY OF INYO AND JOSEPH ENTERPRISES
FOR CONSTRUCTION AND LEASING OF
INYO COUNTY CONSOLIDATED OFFICE BUILDING**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Joseph Enterprises (hereinafter referred to as "Developer"), have entered into an Exclusive Negotiation Agreement for the construction and leasing of an Inyo County Consolidated Office Building in Bishop dated September 6, 2011 (Extended to November 30, 2012 by Amendment #3)

WHEREAS, the County and Developer do desire and consent to amend such Agreement as set forth below.

WHEREAS, such Agreement provides that the Agreement may be amended with an extension period, by the mutual consent of the parties thereto, if such, amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Developer hereby amend such Agreement as follows:

Section 3.1.1 (TERM OF AGREEMENT) of the Agreement is amended to read in its entirety as follows:

Phase 1 will continue until February 28, 2013 which is the Phase I Expiration Date. If by the Phase 1 Expiration Date, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

Section 4. (DEVELOPER DEPOSIT) of the Agreement is amended as follows:

Developer Deposit Section 4 is deleted in its entirety and County will refund Developer's deposit of \$10,000 within 30 days.

**AMENDMENT NUMBER 4 TO
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN
THE COUNTY OF INYO AND JOSEPH ENTERPRISES
FOR CONSTRUCTION AND LEASING OF
INYO COUNTY CONSOLIDATED OFFICE BUILDING**

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

COUNTY OF INYO

DEVELOPER

By: _____

By: _____
Signature

Dated: _____

Type or Print
Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Correspondence to the Bureau of Land Management Regarding Potential Future Transmission through Inyo County

DEPARTMENTAL RECOMMENDATION: Authorize the Chairperson to sign the attached correspondence to the Bureau of Land Management regarding potential future transmission through Inyo County.

SUMMARY DISCUSSION: At its meeting of October 16, 2012, the Board received a presentation from Stacey Crowley, Director of the Nevada Office of Energy. Ms. Crowley provided an overview of the Office's activities, including transmission that is being planned to connect potential renewable energy production in central Nevada to southern California through Inyo County (refer to Attachment 2).¹ Previously, the Bureau of Land Management (BLM) prepared a Programmatic Environmental Impact Statement (PEIS) for transmission corridors throughout the west, including through the County (refer to Attachment 2).² Due to the potential impacts to Inyo County, staff has draft correspondence to the BLM requesting coordination regarding any specific proposals to develop additional transmission in the County.

ALTERNATIVES:

- Direct changes to the correspondence.
- Do not send correspondence.

OTHER AGENCY INVOLVEMENT: BLM

FINANCING: General Planning Department funds are utilized to monitor federal actions affecting the County.

¹ Refer to http://energy.nv.gov/Programs/Nevada_Energy_Assistance_Corporation/ for more information regarding the Nevada Transmission Initiative Routing Study.

² Refer to <http://www.energy.ca.gov/corridor/> for more information regarding the West-Wide Energy Corridor PEIS.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11-14-12

Attachment:

1. Draft Correspondence
2. Excerpts from Nevada Transmission Initiative Routing Study
3. BLM Energy Corridors

November 20, 2012

Bernadette Lovato, Field Manager
Bureau of Land Management, Bishop Field Office
351 Pacu Lane, Ste. 100
Bishop, CA 93514

Michael Reiland, Acting Field Manager
Bureau of Land Management, Ridgecrest Field Office
300 S. Richmond Rd.
Ridgecrest, CA 93555

William Quillman, Acting Field Manager
Bureau of Land Management, Barstow Field Office
2601 Barstow Road
Barstow, CA 92311

Re: Potential Future Transmission on BLM Lands in Inyo County

Dear Ms. Lovato, Mr. Reiland, and Mr. Quillman,

On behalf of the Inyo County Board of Supervisors, we are pleased to continue working with the Bureau of Land Management (BLM) to plan for appropriate renewable energy development in Inyo County. Towards that end, we were recently briefed regarding planning being undertaken in Nevada that advocates transmission upgrades through Inyo County. The West Wide Energy Corridor Programmatic Environmental Impact Statement also considers transmission upgrades through the County. We support these efforts, but we are concerned about potential impacts to us and believe that specific routes may be superior to others, and we hope that we can provide input to the BLM regarding any routing considerations as early as possible.

As you may be aware, our General Plan¹ supports the development of adequate utility corridors, encourages colocation of utility corridors over expansion of new routes, indicates that corridors passing through the County should provide some benefit to the residents of the County, and that transmission facilities shall be designed and located to not impact the health, safety, or welfare of residents and visitors to the County. To that end, we request that you coordinate with us as soon as possible regarding any discussions to develop new transmission corridors in the County.

It continues to be a pleasure to work cooperatively with the BLM to plan for renewable energy that benefits us locally, as well as regionally, State-wide, nationally, and globally. If you have any questions or to begin coordination, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292, or at kcarunchio@inyocounty.us. Thank you.

Sincerely,

Marty Fortney, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
Administrative Officer
County Counsel
Planning Director
Jim Kenna, BLM

¹ Refer to http://inyoplanning.org/general_plan/index.htm.

The South Project is unique in that it provides incremental and new export capacity through a route that is not physically constrained and allows for improved electrical reliability. This route is proposed to be a 500 kV transmission line originating in the Tonopah, Nevada area and terminating in the Los Angeles, California area at the Antelope Substation; reference *Figure 1.4 – Preferred South Route (Project)*. This project will interconnect into the NV Energy electric grid at the existing Anaconda-Moly Substation at 230 kV voltage. The line will continue into a proposed Clayton Substation that will step up to 500 kV voltage. From this point, the line will terminate in southern California at the existing Antelope Substation.

This scenario assumes that the NV Energy RTI is not constructed. This was necessary since the RTI outcome is unknown and is not scheduled for completion until early 2012. Two other scenarios were also considered and are presented for consideration. However, at this point in time, given the status of the RTI, this is the preferred South Project alternative for this NEAC project.

This South Project electric grid connection from Nevada to southern California offers the potential to increase export out of Nevada in a location that can integrate well with existing transmission in Nevada and California, and it has a good possibility of being permitted. The strategic siting of this line allows for interconnections into renewable energy zones in upper Nye County, Mineral County, and west central Nevada. By interconnecting into the Antelope Substation area, the renewable energy export will reach a less constrained segment of the California grid, which is on the northern side of Los Angeles, and also taps into the Southern California Edison (SCE) grid. This route avoids the electrical grid and physical environmental constraints through the Eldorado Substation by establishing a new line route into California, west of the existing Western Electricity Coordinating Council (WECC) Path 46. The WECC Paths associated with Nevada are discussed in more detail in Section 4.

In addition to accommodating renewable energy export, this new transmission line would help to reduce the existing WECC “donut hole” in central Nevada; ultimately opening not only export but a new transmission interconnection with California for other transmission transactions as well.

In addition to the terminations at the north and south ends, a new substation in southern California (Ridgecrest Substation) has been proposed that can be accommodated midway along the California segment. This substation will allow for California resources (if requested) to interconnect on the line, thus functioning as a collector to facilitate additional transfer of renewable energy on the project. The cost associated with the Ridgecrest Substation is not

included in the final cost estimate since a collector substation such as this would be funded by the participating renewable energy developers. However, for reference, a cost estimate has been completed specific to this substation and is included in the project details.

This South Project is projected to provide approximately 750 to 1000 MW of capacity into the southern California market. The line length is 290 miles and is estimated to cost approximately \$595,310,000, including new substation and expansion of existing substations costs.

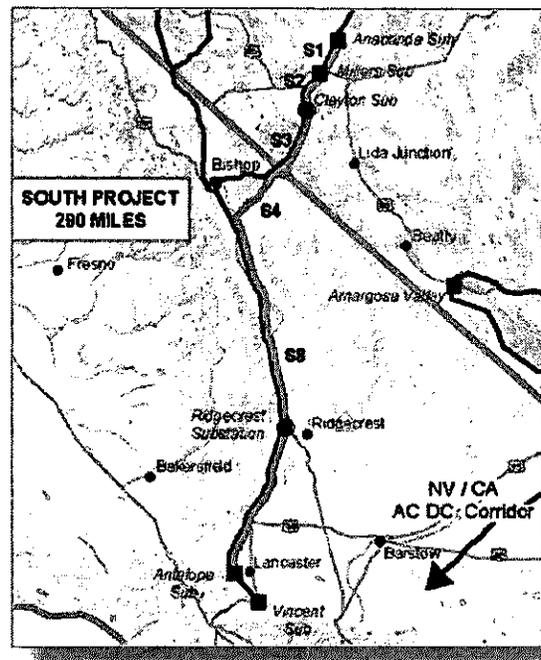


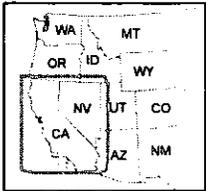
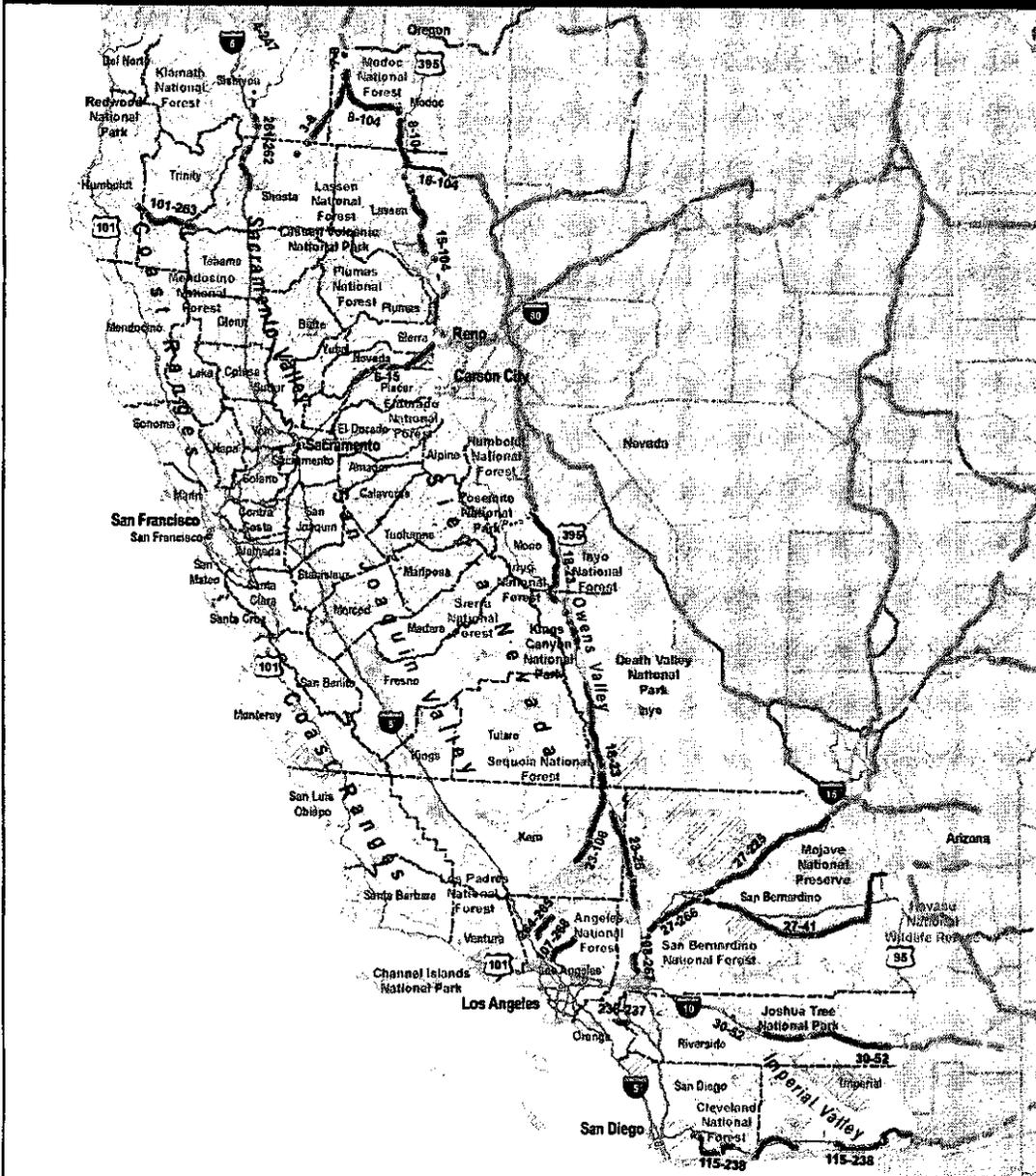
Figure 1.4 – Preferred South Route (Project)

The proposed South Project will:

- Provide incremental export out of Nevada that integrates with existing transmission in Nevada and California.
- Allow for interconnections into renewable energy zones in upper Nye County, Mineral County, and west central Nevada.
- Offer interconnection for California based renewable developments for the renewable energy zones in the Ridgecrest area.
- Connect with Antelope Substation to reach a less congested segment of the existing California grid.
- Avoid the electric grid constraints (electrical and physical) through the WECC Path 46.

The next step for this South Project will be to facilitate meetings with all the affected transmission planning sub-regions and balancing authorities.

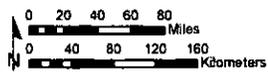
Proposed Section 368 Energy Corridors - CALIFORNIA -



— Energy Corridors under the Proposed Action
 Existing Utility/Transportation Right of Ways

--- County Boundary
 State Boundary
 International Boundary

State Owned
 Tribal Lands
 DOD Installations and Ranges
Federal Ownership
 Bureau of Land Management
 Bureau of Reclamation
 Department of Defense
 Department of Energy
 Fish and Wildlife Service
 National Park Service
 Other
 US Forest Service



COR195



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

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

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors October 30, 2012, Special Meeting.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ 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

15

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

FROM: Arthur J. Maillet, District Attorney

FOR THE BOARD MEETING OF: November 20, 2012

SUBJECT: INYO COUNTY DISTRICT ATTORNEY'S OFFICE DAILY OPERATIONS *County Board of Supervisors Workshop

DEPARTMENTAL RECOMMENDATION:

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

None.

ALTERNATIVES:

None.

OTHER AGENCY INVOLVEMENT:

Law Enforcement, Inyo County Superior Court, Inyo County Public Defenders.

FINANCING:

None.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) 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)

Joel Samuel for AJM

Date: *7 Nov 2012*

INYO COUNTY
DISTRICT
ATTORNEY'S OFFICE
DAILY OPERATIONS

*County Board of
Supervisors
Workshop



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17-18-19
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: November 20, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)]. City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(c)]. - Decision Whether to Initiate Litigation (one case).

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 11.13.12

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: 11.13.12