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.

January 15, 2013

9:00 a.m. ***PLEDGE OF ALLEGIANCE***

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

1. ***PUBLIC COMMENT***

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

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

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

4. ***Integrated Waste Management*** – Request approval of the Agreement between the County of Inyo and 21st Century Environmental Management, Inc., for the removal of stored household hazardous waste from the Inyo County Waste Management Collection Lockers for the period of January 15, 2013 through June 30, 2013, in an amount not to exceed $23,038.80; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

5. ***Motor Pool*** – Request approval to increase the blanket purchase order with Bishop Automotive Center for vehicle maintenance by $20,000 to a total amount of $40,000.

6. ***Personnel*** – Request approval of a resolution titled "A Resolution of the Board of Supervisors, County of Inyo Authorizing Adoption of Amendments to the County of Inyo, Hartford Deferred Compensation Plan."

7. ***Personnel*** – Request approval of a resolution titled "A Resolution of the Board of Supervisors, County of Inyo Amending the County's Flexible Benefit Plan Document."

HEALTH AND HUMAN SERVICES

8. ***Behavioral Health Services*** - Request approval of the Contract between the County of Inyo and the Echo Group for implementation of ShareCare Alcohol and Other Drug (AOD) clinical software for the period of January 1, 2013 through June 30, 2013, in an amount not to exceed $40,180; and authorize the Chairperson to sign.

9. ***ESAAA*** – Request approval of Amendment No. 1 to the agreement between the County of Inyo and the California Department of Aging, increasing the overall allocation by $11,454 for a total contract amount of $762,331; and authorize the Chairperson to sign.

PUBLIC WORKS

10. Request approval of Amendment No. 2 to the Contract between the County of Inyo and ESE for engineering services increasing the Contract by $21,576 for the Sunland Drive Bicycle Lanes Project to a total amount not to exceed $66,956; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

11. ***COUNTY ADMINISTRATOR*** – Request approval of the 2013 Board of Supervisors Committee assignments as recommended by the Chairperson Supervisor Linda Arcularius.

12. ***BOARD OF SUPERVISORS – Supervisor Linda Arcularius*** – Request review, discussion, and possible direction to the Board's RCRC Representative, regarding the proposed Revisions to the Draft 2012 RCRC (Regional Council of Rural Counties) Policy Principles.

13. ***HEALTH AND HUMAN SERVICES – Social Services*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Social Worker position exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Social Worker I at Range 61 ($3,345 - $4,602), or II at Range 64 ($3,590 – $4,363), contingent upon qualifications.

14. ***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.

15. ***COUNTY ADMINISTRATOR – AUDITOR-CONTROLLER*** – Request Board recognize $3,645 in additional revenue from the State Board of Equalization to pay MuniServices invoice for quarterly Sales and Use Tax Audit services by amending the FY 2012-13 County Budget as follows: increase revenue and expense in the General Revenue and Expenditures Budget Unit 011900 by increasing revenue in Sales Tax (Revenue Code #4062) by $3,645 and increasing appropriations in Professional and Special Services *(Object Code #5265)* by $3,645. *(4/5's vote required.)*

16. ***PUBLIC WORKS*** - Request Board A) approve the Plans and Specifications for the Shoshone Modular Buildings Improvement Project; B) authorize the Interim Public Works Director to advertise for bids for the Project; C) authorize the Interim Public Works Director to award the bid and Contract if the bids are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other contract documents, including change orders to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law, not to exceed $27,975.

17. ***PUBLIC WORKS*** – Request Board conduct a workshop with Public Works staff to discuss the "Roadeater" flooding disaster of August 2012.

18. ***PLANNING*** – Request Board accept a presentation from staff concerning coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

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

9:30 a.m. 19. ***COUNTY ADMINISTRATOR – Film Commissioner*** – Request Board consider the Request for Proposals (RFP) for the provision of Inyo County Film Commissioner Services and alternatives and provide direction to staff.

1:00 p.m. 20. ***CLOSED SESSION – PERSONNEL (Pursuant to Government Code §54957)*** Public Employee Appointment – Title – Director of Public Works.

1:30 p.m. 21. ***BOARD OF EQUALIZATION MEETING*** *(Separate Agenda Published)*

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

22. ***HEALTH AND HUMAN SERVICES*** – Request Board conduct a workshop with HHS staff on an overview of programs and funding sources.

23. ***WATER DEPARTMENT*** – Request Board receive a presentation from the Water Department concerning governance and implementation of County Water Policy.

24. ***CLERK-RECORDER*** – Request Board conduct a workshop on the Clerk/Recorders & Registrar of Voters Department.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

25. ***PUBLIC COMMENT***

CLOSED SESSION

26. ***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.

27. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(c)]*** – decision whether to initiate litigation (one case).

28. ***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.

29. ***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.

30. ***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.

31. ***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.

32. ***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.

33. ***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

34. ***INYO COUNTY SUPERINTENDENT OF SCHOOLS*** – Letters between the Superintendent of Schools and County Administrator regarding opportunities associated with the County Library.

35. ***TREASURER-TAX COLLECTOR*** – Treasury Status Report for the quarter Ending December 31, 2012.

For Clerk's Use Only:
AGENDA NUMBER

3

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF January 15, 2013

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

For Clerk's Use Only:
AGENDA NUMBER

4

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Integrated Waste Management

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Removal of Household Hazardous Waste from County Landfill Storage Lockers

DEPARTMENTAL RECOMMENDATION:

Approve the agreement between the County of Inyo and 21st Century Environmental Management, Inc. located in Rancho Cordova, California, in the amount of $23,038.80 for the removal of stored household hazardous waste from the Inyo County Waste Management collection lockers from January 15, 2013 to June 30, 2013; and authorizes the Chairperson to sign contingent upon obtaining appropriate staff signatures.

SUMMARY DISCUSSION:

Inyo County Integrated Waste Management (IWM) implements HHW programs to state directives that require the removal of Household Hazardous Waste (HHW) from the solid waste stream. The program, which is free to the public, allows the public to drop-off household hazardous waste during scheduled HHW events at County landfills and manned transfer stations. IWM sought bids for the removal of the collected and stored HHW, and 21st Century Environmental Management, Inc. (EMI) located in Rancho Cordova, California, submitted the low bid for the project. See Bid Summary below. This contract will provide for the removal of HHW that has already been collected from the public and is currently stored at County solid waste facilities, as well as material collected at collection events scheduled through the end of June (a copy of the current HHW Collection Event schedule is attached for your Board's information). The scope of the work calls for EMI to provide labor, equipment and materials associated with proper removal and management of household hazardous waste from four locations: 1) Bishop-Sunland Landfill, 2) Lone Pine Landfill, 3) Big Pine Transfer Station, and 4) Independence Landfill.

The project work will include the classification of wastes, packaging and bulking for shipment, transportation, and final disposal at an appropriate recycling, disposal or treatment facility permitted to handle such wastes. More specifically, the contractor will:

1. Prepare a site specific Health and Safety/Emergency Contingency Plan for performing hazardous waste removal and management services in accordance with all applicable regulations.
2. Identify and classify the waste into proper DOT Hazard Classes.
3. Identify any unknown or unlabeled materials using appropriate hazard characterization testing.
4. Properly package and label waste pursuant to DOT & EPA regulations and disposal facility requirements.
5. Provide properly trained personnel to complete all on-site work.
6. Provide all equipment and supplies necessary for project completion, including but not limited to: personal protective equipment, safety equipment, packaging materials and transportation equipment.
7. Profile waste for recycling and disposal facility acceptance.
8. Complete manifests and bills of lading for transporting wastes in accordance with DOT regulations.
9. Transport waste to approved and fully permitted waste recycling and/or disposal facilities.
10. Prepare a report detailing wastes shipped, disposal destination, disposal method and a completed CIWMB Form 303.

Bid Summary:

- 21st Century Environmental Management Inc. of California $23,038.80
- H2O Environmental $38,350.00
- Curbside, Inc.: No response
- Green Works Environmental Services No response
- General Environmental Management No response

ALTERNATIVES: The drop-off and collection of household hazardous waste material is offered free to the public to encourage the proper disposal of this waste material. The household hazardous waste material must be removed and transported to an approved and fully permitted waste recycling or disposal facility. IWM budgeted for the removal of the material.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: The contract amount was budgeted in the 2012/2013 Solid Waste Budget 045700, Object Code 5265, and Professional Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* R Ville Approved: ✓ Date 1.9.13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 1/9/13
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:
(Not to be signed until all approvals are received) Date: 01-09-2013
(The Original plus 20 copies of this document are required)

Integrated Waste Management
Parks and Recreation

TEL. (760) 873-5577
FAX. (760) 873-5599
E-MAIL: kcarunchio@inyocounty.us

COUNTY OF INYO
Administrative Services
163 May Street
Bishop, California 93514

SCHEDULE FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS 2013

(All events conducted on Saturday 9:00 a.m. to 12:00 p.m.)

BISHOP-SUNLAND LANDFILL

January 5, 2013
April 13, 2013
July 6, 2013
October 5, 2013

BIG PINE TRANSFER STATION

February 2, 2013
May 4, 2013
August 3, 2013
November 2, 2013

INDEPENDENCE LANDFILL

March 2, 2013
June 1, 2013
September 7, 2013
December 7, 2013

LONE PINE LANDFILL

March 16, 2013
June 15, 2013
September 14, 2013
December 14, 2013

NO CONTAINERS LARGER THAN 5 GALLONS
TOTAL LOAD CAN NOT EXCEED 20 GALLONS

AGREEMENT BETWEEN COUNTY OF INYO
AND 21st Century Environmental Management of California, LP
FOR THE PROVISION OF HOUSEHOLD HAZARDOUS WASTE REMOVAL **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the HAZARDOUS WASTE REMOVAL services of 21st Century Environmental Mgt of Rancho Cordova, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A,** attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by KEVIN CARUNCHIO, whose title is: INYO COUNTY ADMINISTRATOR. 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 JAN 15, 2013 to JUN 30, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $23,038.80 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against 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
INTEGRATED WASTE MANAGEMENT — Department
163 MAY ST — Street
BISHOP, CALIFORNIA — City and State

Contractor:
21st Century Environmental Management — Name
11855 White Rock Road — Street
Rancho Cordova, CA 95742 — 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 21st Century Environmental Management of California, LP
FOR THE PROVISION OF HOUSEHOLD HAZARDOUS WASTE REMOVAL **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

_____
Print or Type Name

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND 21st Century Environmental Management of California, LP
FOR THE PROVISION OF HOUSEHOLD HAZARDOUS WASTE REMOVAL **SERVICES**

TERM:

FROM: JAN 15, 2013 **TO:** JUNE 30, 2013

SCOPE OF WORK:

To remove household hazardous waste from the following locations as described in the attached Scope of Work:

Bishop-Sunland Landfill, 110 Sunland Rd. Bishop, CA. 93514
Big Pine Transfer Station, Dump Rd, Big Pine, CA. 93513
Independence Landfill, Independence, CA. 93526
Lone Pine Landfill, Sub-Station Rd. Lone Pine, CA. 93545

List of Materials and Supplies that PSC will Provide

PSC will provide material and supplies to Inyo County consistent with the requirement of the RFP. PSC will be providing a project manager, administrate support, shipping paperwork. Transportation and Waste Management services are the main services to be provided to Inyo County.

Following is a list of typical materials and supplies required for the proper separation, containerization, handling, storage, transport and disposal of collected materials. PSC can provide any of these items to the County on a cost plus (15%) basis if requested.

Safety, Spill Cleanup and Fire Prevention	ABSORBENT PADS	PPE, GLOVE LINERS
	ABSORBENT, SUPERFINE	PPE, GREEN NITRILE GLOVES
	ACID / ALKALINE NEUTRALIZER KITS	PPE, PLASTIC APRONS
	BROOMS, HAND	PPE, LABPACK GLOVES
	BROOMS, PUSH	PPE, SAFETY SHIELDS, GLASSES
	DECON TUBS	PPE, SHOE COVERS
	DUST PANS	PPE, TYVEK
	EAR PLUGS	RESPIRATORS
	EMERGENCY EYEWASH	RESPIRATOR CARTRIDGES
	EMERGENCY WARNING HORN	RESPIRATOR WIPES
	FACE SHIELDS	SAFETY GLASSES
	FIRE EXTINGUISHERS, ABC	SAFETY SHOWER
	FIRST AID KIT	SHOVELS, FLAT FOR SPILL KITS
	MERCURY SPILL KITS	SPLASH GOGGLES
	OVERPACKS, 85 GALLON	ZIP LOCK BAGS
Waste Packaging Materials and Supplies	ABSORBENT, SUPERFINE	DRUM LABELS
	CALIFORNIA WASTE MANIFESTS	DRUM LINERS 38"X64"X6MM
	BULKING FUNNELS	LAB PACK PACKING LISTS
	CHICKEN WIRE	LAND DISPOSAL RESTRICTIONS
	DRUMS, 55 GALLON	PAINT BOX INVENTORY FORMS
	DRUM GASKETS	PAINT TREES
General Operations Equipment	**AIR COMPRESSOR**	DRUMS, BUCKETS, TUBS
	BARRICADE TAPE	DRUM DOLLY
	BUNG WRENCH	RAZORS
	AIR COMPRESSOR HOSE	SCREWDRIVERS
	CARTS, UNLOADING/SORTING	SHRINK WRAP
	CONES/DELINEATORS	SOCKETS, 15/16
	DRUM DOLLY	SPATULAS
	DUCT TAPE	SPEED WRENCH
	GENERATOR	SPRAY ADHESIVE
	HAMMERS, METAL	TABLES AND CHAIRS
	HAMMERS, PLASTIC	TENT (20'X40')
	IMPACT HAMMER	WATER, POTABLE
	PAINT CAN OPENERS	WIRE CUTTERS
	PAINT, SPRAY	WRENCH, COMBINATION, 15/16
	DISPOSABLE PLACARDS	PORTABLE TOILETS
	CANOPY TENT	FORKLIFT
Unlabeled Waste Identification Supplies	CHLOR D TECT KIT	OXIDIZER PAPER
	COLIWASA TUBES	PEROXIDE PAPER
	CRAYONS, RED	PH PAPER
	DISPOSABLE CONTAINERS	PIPETTES, PLASTIC
	HAZ CAT KIT	SAMPLE JARS

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Packing Requirements for each Waste Type and Include Restrictions

All waste materials are packaged according to the following general guidelines. Packaging is performed according to proper DOT hazard classification for safe shipment back to PSC where the containers will be managed for final disposal.

Waste Inventory	Inventory all wastes offered treatment or disposal.
Waste Identification & Profiling	Each chemical is evaluated in accordance with guidelines set by U.S. EPA, DOT, and State regulatory agencies. All wastes offered for treatment or disposal will be profiled into the appropriate PSC facility.
Characterization of Unknowns	Characterize unknown wastes using the following procedures: ➢ Identify the source (department or process). ➢ Conduct field examination and testing using the HazCat kit. ➢ If necessary, sample the waste and have analysis performed at our in-house laboratory (samples are required for all containers larger than 5 gallons) or as specified by the contract.
Segregation and Packing	Materials are segregated into compatible chemical groups according to EPA and DOT regulations to prevent the mixing of hazard classes within a drum. Materials are then packaged into drums with appropriate inert absorbent material. The County will use only DOT-approved containers for all wastes.
Shipping Documents	The PSC Project Manager or Admin. Support will prepare and/or complete all shipping documents (uniform Hazardous Waste manifests, Bills of Lading, LDR forms and packing slips) required by the EPA and DOT for the transportation of the packaged materials.

PSC's WAP provides protocol to all PSC personnel on the handling of every aspect of waste handling from a client's site to the PSC facility. Following this protocol ensures that materials are handled safely and in a consistent manner every time. A waste profile will be submitted for each waste stream with the technical details required for approval and acceptance. Note PSC has all waste profiles approved for Inyo County.

Each Profile will contain the following information:

- Description of the waste stream
- Corresponding applicable EPA waste numbers for each chemical
- Complete DOT shipping description
- Generator name, address and EPA ID number

PSC's waste tracking system is managed internally by logistics specialists whose function is to plan, expedite, and track the movement of waste and by-product materials. Activity is tracked

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from the moment of pick up, to receipt at the facility, and through to final disposal. Each shipment is recorded into a custom designed electronic tracking program.

Acceptance is the first stage of processing at the PSC facility. Acceptance of waste materials into PSC facilities requires the approval of a waste profile prior to shipment. The generator of a waste stream is required to provide a detailed chemical and process description of the waste stream to be managed and/or a representative sample, which is recorded on the PSC waste profile (PSC will provide waste profiling at no charge). A laboratory code number is assigned to each waste stream sample (for tracking and data management purposes) which is generator and waste process type-specific. The analytical and profile information on each waste stream is maintained at the facility. Every load of incoming waste is identified by shipping documentation and the corresponding waste approval number. The number printed on the form, as well as the unique lab code, identifies this particular incoming waste shipment throughout the entire treatment process. Each and every waste shipment is evaluated on the following criteria prior to acceptance:

- Generator name and corresponding Lab Code
- Waste identification
- Hazardous characteristics and EPA waste numbers
- Physical and chemical fingerprint from initial sample
- Safety instructions

Bar-coded containers are segregated in the facility according to hazard class and are prepared for processing. At this point, a check-in number evolves into a specific process form number that will dictate the final treatment/disposal location, based upon the materials characteristics and client preferences. Process forms are generated in the plant by labor personnel, and turned into administrative personnel for daily entry into PSC's waste management system. Certificates of Disposal are generated upon receipt and processing. PSC keeps these records indefinitely and archives them after three years.

Segregation and Packaging

Waste will be packaged, labeled, and manifested for shipment to the appropriate facility. The PSC computer automation system is utilized for paperwork and label generation and PSC lab pack personnel will complete and verify all shipping documentation.

PSC packages per DOT packaging requirements for a single receiving TSDF which eliminates time spent with specific third-party packaging and approvals requirements at the generator site. As our PSC TSDF is permitted for virtually all RCRA waste codes, PSC chemists are

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automatically approved to create lab packs and transport material into our TSDF. This protocol is designed to minimize the time spent on site, supplies utilized, and impact to client operations. We believe this provides our customers with the most efficient onsite operations providing significant cost savings while providing for the highest level of sustainability.

Our team will inspect and segregate the chemical inventory based on specific criteria, including chemical compatibility/DOT hazard class, flammability, and EPA-listed wastes.

Chemical wastes will be managed from listed hazardous, non-hazardous, and universal waste streams into a regional PSC TSDF for efficient management. Special projects that are regularly undertaken are cylinder disposal, unknown classification, high-hazards management, bulking and consolidation of certain materials.

Packing Efficiencies

Waste material will be consolidated to the fullest possible extent and will utilize the most efficient shipping container. PSC is able to pack all compatible/same hazard class waste in the largest allowable and needed container(s), thereby reducing the number of lab packs and resources needed to complete the job. This helps to further reduce the total cost, while still providing Inyo County with the opportunity to manage its waste using the most environmentally friendly technology (including fuels blending, recycling, waste-to-energy, and aqueous treatment).

Packaging of all material will be according to safe packaging protocol and according to the following disposal requirements:

- Vermiculite and chemical orientation and layering
- Container integrity checks
- Container weight and volume maximum requirements
- DOT packaging requirements
- Appropriate labels and markings

All waste chemicals are to be packed according to the following criteria:

- Chemical compatibility
- Government regulations
- Resource Conservation and Recovery Act (RCRA)
- Federal and state DOT guidelines
- Occupational Safety and Health Administration (OSHA)
- Toxic Substance Control Act (TSCA)
- Disposal facility guidelines
- Customer management guidelines

Waste Streams Not Accepted

PSC treatment facilities are permitted by the federal and state government to accept most types and hazard classes of waste including dangerous waste, extremely hazardous waste,

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liquid, solid and compressed gasses. The few types of waste we are not permitted to handle at HHW sites include:

- Explosives or explosive waste, with the exception of surface flares
- Ammunition
- Biological or medical waste, with the exception of syringes
- Radioactive waste
- Large compressed gas cylinders
- Business generated waste (unless CESQG)
- Solid Waste (household garbage)

PSC has the ability to subcontract and manage the above waste streams if they are inadvertently accepted at the event. Disposal pricing for the above wastes will be on a case-by-case basis.

WASTE MANAGEMENET PLAN

PSC recognizes the County's commitment to the waste management hierarchy that promotes source reduction, reuse, and recycling above other disposal methods such as incineration and landfill. PSC will ensure that the most appropriate waste disposal methods are available for the County's use in determining the optimal way to manage the household waste collected.

PSC will evaluate each waste stream received on an ongoing basis and work with the County to keep current on available management options. We will continually determine the available technologies and our current capacity for managing the waste according to the following hierarchy of waste management practices.

1. Waste reduction
2. Waste recycle
3. Waste reuse
4. Waste treatment
5. Waste Incineration
6. Landfill

The following table shows the individual waste streams and the prescribed disposal method and facility.

Waste	Waste Category	WMM*	HM	Primary TSDF	Secondary TSDF	Final TSDF
Flammable Paints	Flammable Solids	FT 99%	LP	21st Century EMI/Burlington Environmental		Clean Harbor (Aragonite) WI Waste Incinerators
	Flammable Liquids	FT 100%	LP	21st Century EMI/Burlington Environmental		Lone Star Industries/Systech/Ash Grove Cement
	Bulked Flammable Liquids	FT 100%	LP	21st Century EMI/Burlington Environmental/Systech		Lone Star Industries/Systech/Ash Grove Cement

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Waste	Waste Category	WMM	HM	Primary TSDF	Secondary TSDF	Final TSDF
	Oil-based Paint & Related	FT 100%	LO	Systech/21st Century EMI/Burlington Environmental		Lone Star Industries/Systech/Ash Grove Cement
	Poison Solids	DI 99%	LP	21st Century EMI/Burlington Environmental		Clean Harbors (Aragonite)/WTI/Ross Incinerators
	Poison Liquids	DI 99%	LP	21st Century EMI/Burlington Environmental		Clean Harbors (Aragonite)/WTI/Ross Incinerators
	Reactives	DI 99%	LP	21st Century EMI/Burlington Environmental		Clean Harbors (Aragonite)/WTI/Ross Incinerators
Acid	Inorganic Acid	NE 99%	LP	21st Century EMI		21st Century EMI
	Organic Acid	NE 99%	LP	21st Century EMI		Clean Harbors(Aragonite)/WTI/Ross Incinerators
Base	Inorganic Base	NE 99%	LP	21st Century EMI		21st Century EMI
	Organic Base	NE 99%	LP	21st Century EMI		Clean Harbors (Aragonite)/WTI/Ross Incinerators
Oxidizer	Neutral Oxidizer	NE 99%	LP	21st Century EMI		21st Century EMI
	Organic Peroxide	DI 99%	LP	21st Century EMI		Clean Harbors (Aragonite)/WTI/Ross Incinerators
	Oxidizing Base	NE 99%	LP	21st Century EMI		21st Century EMI
PCB	PCB Containing Paint	DI 99%	LP	Burlington Environmental/ 21st Century EMI		Clean Harbors (Aragonite)
	Other PCB Waste	R 100%	LP	Burlington Environmental/ 21st Century EMI		WTI/Clean Harbors/Ross
Aerosols	Corrosive Aerosols	DI 99%	LO	21st Century EMI		Rineco
	Flammable Aerosols	DI 99%	LO	21st Century EMI		Rineco
	Poison Aerosols	DI 99%	LO	21st Century EMI		Rineco

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Waste	Waste Category	WMM[4]	HM	Primary TSDF	Secondary TSDF	Final TSDF
Non-RCRA	Antifreeze	R 100%	B	Evergreen Oil		Evergreen Oil
	Lead Acid Batteries	R 100%	B	Interstate Battery		Interstate Battery
	Fluorescent Light Bulbs (Linear Foot)	R 100%	LO	AERC		Lighting Resources
	Latex Paint (Recyclable)	R 100%	LO	Amazon Environmental		Vista Paint Recycling
	Motor Oil	R 100%	B	Evergreen Oil		Evergreen Oil
	Oil Filters	R 100%	LO	21 Century EMI		Evergreen Oil
	Mercury	R 100%	LP	21st Century EMI		Mercury Waste Solutions
	Medical Waste	DI 99%	LP	[illegible]		Stericycle Solutions
	Household Batteries (Recyclable)	R 100%	LO	AERC		Battery Solutions
	Household Batteries (Non-Recyclable)	ST 100%	LO	AERC		Battery Solutions
	Class 9 Non-RCRA Solids	DI 99%	LO	21st Century EMI		Clean Harbors (Aragonite)/WTI/Ross Incinerators
	Class 9 Non-RCRA Liquids	DI 99%	LO	21st Century EMI		Clean Harbors (Aragonite)/WTI/Ross Incinerators
	Asbestos	LF 100%	LO	21st Century EMI		US Ecology/Idaho Waste Management
	Propane Cylinders	R 100%	LO	Kamps Propane		Kamps Propane
	Helium Tanks	R 100%	LO	Kamps Propane		SET Environmental

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Primary Receiving Facilities

As the owner and operator of a large network of Treatment and Recycling facilities, PSC offers a guarantee of waste acceptance to all of our customers upon shipping. The extensive treatment and storage capacity at our facilities ensures that, once shipped, the waste will be accepted immediately off the transportation vehicle and managed as soon as possible thereafter.

PSC will utilize the follow TSDFs in performance of this contract.

PRIMARY RECEIVING FACILITIES		
Location	Description	EPA ID Number
Rancho Cordova, CA 10555 Waterfall Way Rancho Cordova, CA 95742	RCRA Part B facility, storage capacity of 10,000 gallons and 1,496 drums, stabilization treatment facility for RCRA hazardous waste, RCRA hazardous waste facility service may include consolidation and repackaging waste, labpacking/repacking containers, etc.	CAD 981 [illegible]
Fernley, NV **2095 Newlands Drive East** **Fernley, NV 89408**	**Fernley is a TSDF that manages wastewater, corrosives treatment and metals recovery.**	**NVD 980-895-338**
Avalon, TX 405 Powell Street PO Box 69 Avalon, TX 76623	RCRA Part B, CERCLA approved, storage capacity of 180,000 gallons, 2,500 drums and 160 cubic yard of solids, solvent recovery, fuels blending	TXD 0[illegible]
Kent, WA **20245 77th Avenue South** **Kent, WA 98032**	**RCRA Part B facility, CERCLA approved, with bulk storage capacity of 500,000 gallons and drum storage of approximately 6,000 drums. This is one of PSC's primary facility for handling HHW and CESQG wastes in the Western United States. This facility provides consolidation of liquid and solid labpacks for treatment and incineration, sorting and processing of latex paint for recycling, automated consolidation of loosepack flammables, depressurization of aerosols and stabilization.**	**WAD 991-281-769**
Inglewood, CA [illegible] Ave Inglewood, CA 90301	RCRA Part B facility, capabilities include transportation services, fuel blending, solvent recycling/distillation, lab packing, transportation and disposal of hazardous, non-hazardous and universal wastes, photographic silver recovery, battery recycling, fluorescent bulb recovery, and chlorinated solvent recovery. The facility has a storage capacity of 18,200 gallons and 1,080 drums.	CAD 0[illegible]

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Secondary Receiving Facilities

Once accepted into a PSC facility, wastes are processed as soon as possible utilizing waste management hierarchy (Reduce, Reuse, Recycle, Fuel Blend, Treatment, Incinerate, Landfill) by treating and recycling as much waste as possible in the plant. If the materials cannot be managed in plant, such as those items requiring incineration or hazardous waste landfilling, the material is sent to companies who have long-standing PSC relationships and have met PSC's external audit requirements. The end disposal firms we use have long-standing contracts with PSC. Each facility is audited on an as needed basis and is approved for a specific end disposal function. PSC has at least two end disposal subcontractors for each disposal function to ensure both management capacity and variety of waste management options for our customer's waste.

Secondary Receiving Facilities				
Facility	EPA I.D. #	Phone #	Type of Facility	Waste Types
Battery Solutions [illegible]	[illegible]	[illegible]	Recycling	Batteries
Clean Harbors 11600 North Aptus Rd. Aragonite, UT 84029	UTD 981 552 177	Chet Leibold 916-416-5038	Destructive Incineration, RCRA, TSCA, Non-Haz	Poisons, pesticides, herbicides, oxidizers, corrosives, PCBs – CERCLA approved
Evergreen Oil Inc [illegible]	[illegible]	[illegible]	Recycling	Used Oil
Green America Recycling 1017 Hwy 79 Hannibal MO, 93401	MOD 054 018 288	Angela Dillman 573-221-6262 Ext 368	Fuels Blending	Debris and Liquids
[illegible]	[illegible]	[illegible]	Recycling	Aerosols, Incineration
Idaho Waste Systems, Inc. 16415 NE Waste Site Dr. Boise, ID 83716	None	Debbie Cloudt 208-796-2727	Landfill RCRA, Non-Haz	Non Hazardous Materials
Interstate Batteries [illegible]	None	[illegible]	Recycling	Lead Acid Batteries
Kamps Propane/ Blue Rhino Div. 1915 Moffat Blvd. Manteca, CA 95336	None	Dan Holt 209-8253986	Recycling	Propane cylinders

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Facility	EPA I.D. #	Phone #	Type of Facility	Waste Types
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Lonestar Industries 2524 S. Sprigg Street Cape Giradeau MO 63702	MOD 981 127 319	David Jordan 573-335-8878	Haz Waste Cement Kiln RCRA	Paint related material, oil paints, flam liquids – CERCLA approved
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Onyx Special Services, Inc. 5736 West Jefferson Phoenix, AZ 85043	AZ0 000 337 360	Wayne Bulsiewicz 602-233-2955	Recycling	Lamps, Ballasts, Batteries and Mercury Containing Devices
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Ross Incinerators 394 Giles Road Grafton OH 44044	OHD 048 415 665	440-366-2052	Destructive Incineration	Poisons, pesticides, herbicides, oxidizers, corrosives
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Systech Corporation 1420 S. Cement Rd. Fredonia, KS 66736	KSD 980 633 259	Tyson Wilson 800-778-7224 x115	Haz Waste Cement Kiln RCRA	Paint related material, oil paints, flam liquids – CERCLA approved
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Visions Recycling 4481 Winters Street McClellan, CA	CAL 000 336 106	916-564-2351	Recycling	Latex Paint
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

TECHICAL 800 SUPPORT LINE

21st Century Environmental Management of California, LP
11855 White Rock Rancho Cordova, CA 95742
Phone: 1-877-748-3040

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PROJECT GOALS

PSC's goal is to provide the County with the most up-to-date and relevant information regarding environmental issues and waste disposal and transportation. PSC partners with the County to keep you informed and advised of all possible ways to maintain safety, compliance, and cost-effective waste management.

Through our constant contact with our local recyclers PSC is able to communicate to the processes that are still viable for recycling in our market today. This includes oil, antifreeze, latex paint, oil filters and batteries. As the markets change and fluctuate there are marketable needs that can be met through recycling.

As opportunities become available to divert materials from the traditional waste systems, PSC compliance and operations professionals will be seeking ways to increase our contribution to recovery and recycle such as those listed below:

- Fuels Blend and Distillation Recovery – PSC performs organic fuels blending and recovery of many petroleum-derived waste materials. Select PSC locations perform high-purity solvent reclamation for re-sale and return to the marketplace.
- Photo Recovery – PSC performs recycling of many photographic materials including developers, fixers, exposed film, and other silver-containing aqueous waste streams.
- Waste to Energy – PSC facilities use waste to energy disposal for many materials that would otherwise be landfilled. PSC works with individual generators to determine if their waste stream is able to be managed for WTE.
- Universal Waste – PSC manages e-waste, batteries, and elemental mercury devices to recover valuable metals and reduce waste material in landfills and the mining of virgin material.

Simply, our goal is to be best support service provide to the Inyo HHW program. We will accomplish this with local staff and resources and ensure our response to the County is always expeditious, accurate and complete.

APPROACH AND UNDERSTANDING OF REQUIREMENTS

PSC's dedicated project manager, Richard Allgood, and supporting operational supervisor, Priscilla Peterson, are have complete understanding of Inyo County HHW program requirements. We understand how the County like to operate there HHW collection facility and our approach is to simple provide the continuous support needed for on-time transportation and disposal services. Richard and Priscilla will continue to meet all the requirements of the County's program.

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TECHNICAL PROPOSAL

Statement of Approach to the Project

PSC technical approach to support Inyo County program is to provide ongoing operations support details in the critical areas of HHW identification, segregation, packaging, shipping documents such as HW manifests and Bill of Ladings. Our technical support also includes ensuring waste is managed in audited and approved facilities consistent with the highest possible waste management hierarchy.

Detailed Work Plan / TimeLine

The detailed work plan and timelines are identified in the following implantation and operations Table. If Inyo County continues to allow PSC to provide HHW Service most all Tasks are already completed and will not require additional resources thus actually become a cost saving to the County.

Transition Schedule (Sample)

Task	Staff/ Group	Due Date	Date Complete	Approval Date	Comments
Initial meeting with County staff and contractor					
Provide staffing summary					
Provide Contractor Contacts					
Review and update transition schedule					
Required documents summary					
Documentation Needed					
Operations Plan					
Training Documentation					
Insurance					
Health and Safety Plan (Including contingency plan, ER plan and Waste analysis plan)					

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Task	Staff/ Group	Due Date	Date Complete	Approval Date	Comments
Stormwater PPP					
Illness and Injury Prevention Plan					
Waste Management Plan					
Training – Contractor					
Contract administration					
Site specific health and safety plan					
Site specific stormwater PPP					
Site tour and review of current operations					
Operations Plan					
TSDF Guidelines					
Operations					
Provide summary of equipment					
Waste Profile Summary					
Complete Waste Profiles					
Site walk prior to operations					
Equipment and Supplies delivered					
Contractor Set up					

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Task	Staff/ Group	Due Date	Date Complete	Approval Date	Comments
Post-Start-up					
Evaluation meeting					
Draft invoice complete					
Draft reports (Daily reservation and Waste Log summary) complete					

Specific Staffing Procedures

PSC has identified our dedicated staff in previous sections of this RFP Response and our overall staffing procedures is to have available trained staffing to meet the demands and needs of all of our clients.

Detailed Resource Plan

PSC has and will maintain the resources to provide services to Inyo County's HHW Program. A dedicated Project Manager, Operations Supervisor and Customer Technical Support will always be available to the County along with Trucks and Drivers to make emergency pick-up or provide emergency services.

Discussion on Issues Concerning the Companies, the County and Cooperating Jurisdictions

PSC has no issues or concerns.

REQUIRED COUNTY COORDINATION AND MEETINGS

The HHW Service team encourages and is available for routine meetings to discuss program planning, communicate concerns, address safety concerns, and ensure overall uniformity in all aspects of the County's program operations. We suggest a monthly meeting with County staff to review the program's progress throughout the duration of the contract. Additional meetings will be scheduled as needed.

WASTE PREPARATION SPECIFICATIONS

Waste Sorting

Waste collected by Inyo County will be sorted by the environmental specialist(s) and packaged in DOT compatible hazard classifications that include flammable liquids/paint-related materials,

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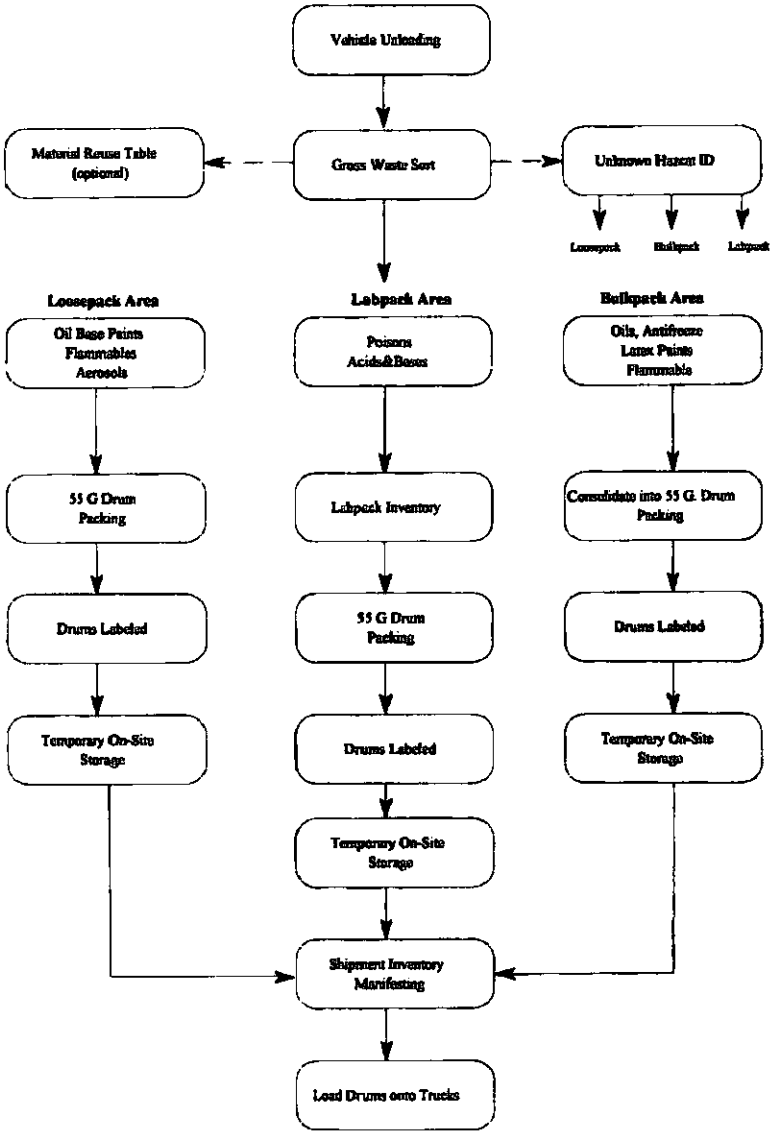
aerosols, latex paint, and non-paint materials. Environmental specialist(s) will handle any non-paint materials. The project manager or site supervisor should be notified if there are problems, major spills, or if anything appears questionable. In case of minor spills onto the ground or carts, clean up the spill before further unloading.



Oil Base Paint

At the direction of Inyo County, this waste will be loosepacked in boxes or tubskids. One and five gallon containers of paint products may be packaged into non-DOT spec cardboard boxed

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with liners. All containers in the boxes must be structurally sound and without any physical damage or rust causing leakage concerns.

Latex Paint

Potential recyclable paint will be loosepacked boxes, tubskids or ROB as allowed by Inyo County and the selected recycler. Specific sorting procedures will be driven by protocol and guidelines provided by the contract.

Paint Related Material (None program conforming materials)

Items including sealant tubes, glues and paint related materials would be directed to drums containing other flammable/combustible materials. These items are generally loosepacked in 55-gallon drums. This would include items placed into secondary containment bags if leaking, odd shaped containers and other items categorized as paint related or flammable. No absorbent will be used in the loosepack drums and no inventories are required.

Aerosol Containers

Two 17-H 55-gallon drums will be used for packing, one with a liner and one without. These two drums will be used for the immediate packaging of aerosol containers as they are delivered to the site. PSC packages all aerosols as loosepacks without the use of absorbent per HM 181, 49 CFR. Flammable aerosols are placed directly into the unlined drum and pesticide/poison aerosols are placed into the drum with a liner. Caps and nozzles must be removed from cans to prevent off gassing during transit.

Oil and Antifreezecity

This material will be segregated onto the designated cart for the bulking area. Once delivered to the bulking area each of the items will be placed on the screening table. Each material will be visually identified and viewed for possible contamination. If contamination is suspected, the material will either be bulked with flammable liquids or sent to labpack for further testing.

Poisons, Corrosives, Reactives

All material categorized as a poison, corrosive or reactive will be directed to the lab pack screening area. Once on this table, all items will be identified by hazard class. Detailed packaging procedures for lab packs are included in classroom and practical, on-site training for operations personnel. PSC provides waste identification and packaging training for employees and customers.

PSC has designed a labpack processing room at our several facilities with specialized processing equipment to allow for labpack consolidation. In many cases on-site packaging efficiencies can be identified to minimize your costs.

Material Packaging

All wastes will be packaged per DOT HM-181 guidelines. PSC recommends and prefers to package all materials as they are received. Storage and/or stockpiling of waste inside the packaging areas can create an unsafe work environment and can cause delays in closing up the site after the event. All staff packaging waste will be in the appropriate PPE as is determined by the site Health and Safety Plan.

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The following table provides a breakdown of how PSC packages different wastes and the type of recycling, treatment or disposal method used.

Waste Category	DOT Hazard Class	Packing Method	Treatment/Disposal
Aerosols-Flammable/Non-Pesticide	2.1	Loose Pack	Incinerate
Aerosols-Corrosive, Pesticide	2.1	Loose Pack	Incinerate
Bulk Flammable Liquids (Solvents, Gasoline, etc.)	3	Bulk	Fuel Blend
Paint Related Material (Oil-Based Paints, Thinners, Stains)	3	Bulk/Loose Pack	Fuel Blend
Paint Related Material (Tars, Resins, Adhesives, Epoxies)	3	Loose Pack	Fuel Blend
Flammable Liquids, Toxic	3(6.1)	Bulk/Lab Pack	Fuel Blend/Incinerate
Flammable Solids	4.1	Lab Pack	Fuel Blend/Incinerate
Spontaneously Combustible	4.2	Lab Pack	Incinerate
Water Reactive	4.3	Lab Pack	Incinerate
Oxidizing Substances	5.1	Lab Pack	Treatment/Incinerate
Organic Peroxides	5.2	Lab Pack	Incinerate
Toxic (Poisons)	6.1	Lab Pack	Incinerate
Toxic/Flammable	6.1(3)	Lab Pack	Incinerate
Corrosives	8	Lab Pack	Treatment
Lead acid Batteries	8	Palletized	Recycle
Household Batteries	8	Loose Pack	Recycle/Landfill
Environmentally Hazardous Substances	9	Lab Pack	Incinerate/Landfill
Latex Paint-Recyclable	Non-Regulated	Bulk/Loose Pack	Recycle/Beneficial Reuse
Latex Paint-Non-Recyclable	Non-Regulated	Bulk/Loose Pack	Landfill
Automotive Oil	Non-Regulated	Bulk	Recycle/Fuel Blend
Antifreeze	Non-Regulated	Bulk	Recycle/Fuel Blend

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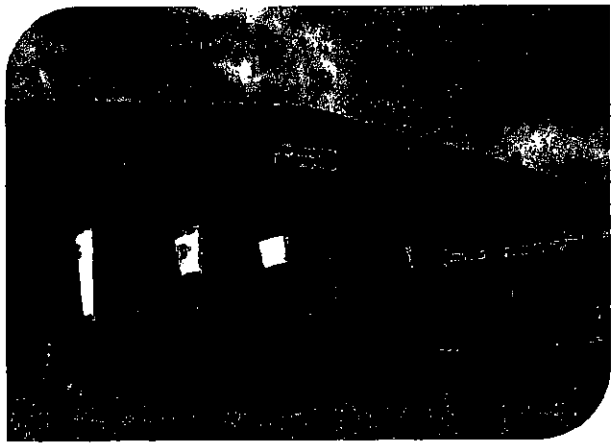
TRANSPORTATION



PSC owns and operates over 260 transportation units all dispatched from our TSDF and 10-day transfer locations. PSC has a fleet replacement program to ensure that all PSC transportation units are well maintained and environmentally sound. The average age of the PSC fleet is just under 4 years. Placing reliable equipment in the hands of highly trained technicians, backed by premiere logistical support offers our clients the level of service quality that is expected of the best environmental services provider.

The type of vehicle used will be determined by the type of material, the type of shipment (bulk or package), and the quantity of the waste needing to be picked up. If additional equipment is required, due to unusual spikes in volumes, PSC will pull resources from one of our neighboring facilities to meet the demand. Dedicated trucks are available for full truck load shipments of waste. Less-than-load (LTL) shipments are coordinated with other LTL customers in the same geographical area. PSC is committed to working with Inyo County to ensure pickup and transport of drum and yard boxes within 72 hours of request.

Each PSC facility maintains a comprehensive asset list, maintenance history, and repair records through PSC's Preventative Maintenance Program (PMP). Each PSC facility inputs PMP data into the Dossier Preventative Maintenance Program ("Dossier") database, where monitoring and reporting data is collected and stored. Data from the Dossier is directly updated into PSC's Workspace software for data management, calculation and reporting.

PSC runs driver Motor Vehicle Records (MVR) every six months, and then checks them against our company policy to ensure a person is eligible to participate as a driver. A driver can have no more than three moving violations in a three-year period and no DUIs in the previous year for current employees. For new hires, there can be no more than three moving violations in three years, no at-fault accident, and no DUIs in the previous three years. Should an employee receive a violation, PSC follows DOT-specific procedures.

This also allows us to check to see that they have the correct type of license and that it is valid. PSC keeps copies of licenses to ensure drivers have the proper driving license classification for the types of vehicles they are allowed to drive and obtains a new copy each time it is renewed.

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ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND 21st Century Environmental Management of California, LP
FOR THE PROVISION OF HOUSEHOLD HAZARDOUS WASTE REMOVAL **SERVICES**

TERM:

FROM: JAN 15, 2013 **TO:** June 30, 2013

SCHEDULE OF FEES:

SEE ATTACHED

TOTAL COST

PSC has detailed records of Inyo programs over the past number of years. Based on those records and our new proposed pricing rate we proved the details in the follow table to demonstrate the total program cost to the county.

Total Cost: RFP Appendix A – HHW Material Inventory List

Inyo County Total Program Estimate:

Waste Description	Management Method	Units	# of Units	Unit Costs	Extended Costs
Paints - Latex	Recycle	CYB	10	$ 380.00	$ 3,800.00
Paints - Oil Base	Fuel Substitution	CYB	4	$ 425.00	$ 1,700.00
Paints - Other	Fuel Substitution	55 Gal DR	3	$ 145.00	$ 435.00
Batteries	Recycle	per pound	1,800	$ 0.95	$ 1,710.00
Fluorescent Tubes	Recycle	per pound	2,500	$ 0.56	$ 1,400.00
Cleaners	Treatment	55 Gal DR	2	$ 205.00	$ 410.00
Pesticides/Herb/Insect	Incin	55 Gal DR	10	$ 245.00	$ 2,450.00
Others	Fuel Substitution	55 Gal DR	2	$ 145.00	$ 290.00
Mob/Labor		Each	1	$ 5,600.00	$ 5,600.00
					$ 17,795.00

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Total Cost: 2012 PSC Systems Information:

Customer [illegible]
Bus Unit: ALL / ALL
Facility: ALL

Customer Order Billing Detail Analysis

For Tod Signed Range [illegible] to [illegible]

Order	Document	Line Tariff	Signed	Item	Container	Quantity	Value & Invoice	Date	Amount $
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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TOTAL PROJECT COST AND PRICING METHODOLOGY

PSC has provided total project cost estimates in the previous Section. Our methodology approach to pricing is based on direct cost, overhead, administration and other costs associated with each unit price. Direct cost for the base services provided to Inyo County include transportation and waste management services typically referred to in the industry as T&D. Should the County require additional support outside the scope of work PSC would be glad to provide resources upon mutual agreement at the hourly rates below:

Project Manage Supervisor: $42.00/hr

HW Technician: $39.00/hr

With respect to a not to exceed (NTE) value we both know that the California Paintcare program can have a significant effect to the NTE number. As requested in the RFP a Standard Itemized Material Price List is provided below and is inclusive of supplies and Transportation.

Waste Description	Management Method	Packing Method	Unit Price: Transportation & Disposal per 5-Gal. Drum	Unit Price: Transportation & Disposal per 30-Gal. Drum	Unit Price: Transpor-tation & Disposal per 55-Gal. Drum	Unit Price: Transpor-tation & Disposal per Cubic Yard box
Oil-Based Paint	Fuel Substitution	Bulk	$ 50.00		$ 145.00	
Oil-Based Paint	Fuels Substitution	Loosepack	$ 50.00		$ 145.00	$ 425.00
Latex Paint	Recycle	Bulk/Loosepack			$ 145.00	$ 380.00
Flammable Liquids	Fuel Substitution	Bulk	$ 50.00		$ 145.00	
Flammable Liquids	Fuels Substitution	Loosepack	$ 50.00		$ 145.00	$ 425.00
Flammable Solids	Incineration	Lab-pack	$ 100.00	$ 200.00	$ 280.00	$ 575.00
Aerosol cans	Fuel Substitution	Loose-pack	$ 50.00	$ 150.00	$ 200.00	$ 550.00
Aerosol cans	Incineration	Loose-pack	$ 75.00	$ 190.00	$ 240.00	$ 625.00
Propane Cylinders (Camp stove, Gas Grill Tanks)	Recycle	Loose-pack	$ 20.00		$ 180.00	$ 540.00
Corrosives (Acid or Base)	Treatment/Neutralization	Lab-pack	$ 50.00	$ 180.00	$ 205.00	
Oxidizers	Treatment/Neutralization	Lab-pack	$ 85.00	$ 300.00	$ 350.00	
Poisons	Incineration	Lab-pack	$ 85.00	$ 200.00	$ 245.00	$ 650.00
Household Dry-Cell Batteries	Recycle	Per lb.	$ 0.95	$ 0.95	$ 0.95	$ 0.95
Organic Peroxides	Incineration	Lab-pack	$ 100.00	$ 315.00		
Mercury	Recycle	Lab-pack	$ 250.00	$ 900.00		
Fluorescent Light Tubes	Recycle	per Foot	$ 0.14	$ 0.14	$ 0.14	$ 0.14
Fluorescent Light Tubes	Recycle	Each	$ 0.95	$ 0.95	$ 0.95	$ 0.95
Mob and Labor	Each	$ 5,600.00				
Packaging Supplies	Each	Each	$ 12.00	$ 30.00	$ 36.00	$ 40.00

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ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND 21st Century Environmental Management of California, LP
FOR THE PROVISION OF HOUSEHOLD HAZARDOUS WASTE REMOVAL **SERVICES**

TERM:

FROM: JAN 15, 2013 **TO:** June 30, 2013

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND 21st Century Environmental Management of California, LP
FOR THE PROVISION OF HOUSEHOLD HAZARDOUS WASTE REMOVAL **SERVICES**

TERM:

FROM: JAN 15, 2013 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

For Clerk's Use Only:
AGENDA NUMBER

5

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Motor Pool
By: Teresa Elliott

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Authorization to issue blanket purchase order for vehicle maintenance

DEPARTMENTAL RECOMMENDATION:
Increase the blanket purchase order for Bishop Automotive Center from $20,000 to $40,000 for vehicle maintenance.

VENDOR	AMOUNT
Bishop Automotive Center	$20,000

SUMMARY DISCUSSION:
The Motor Pool utilizes outside vendors to execute the preventative maintenance and repair of approximately 200 vehicles in the Motor Pool fleet. Motor Pool currently has blanket purchase orders with several vehicle repair vendors and needs to increase the purchase order amount for Bishop Automotive Center.

Motor Pool is requesting authorization to issue, or in this case, increase blanket purchase order in amount listed above. The purchase order will expedite repairs, allowing Motor Pool to process payments to this vendor in a more timely manner. Bishop Automotive Center has a government contract for tires and meets most of the County's needs. In this regard, those required services have been higher than normal this fiscal year. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

ALTERNATIVES:
Your Board could choose not to authorize the issuance of this blanket purchase order or modify the amount. In the event that the blanket purchase order is not issued, the procedure of preparing a purchase order for the individual purchase would be used. The effect of this, however, may increase the down time for motor pool vehicles.

OTHER AGENCY INVOLVEMENT:

FINANCING: Included in the Motor Pool budget for the 2012-2013 fiscal year budget 200100 object code 5171.

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: YES Date 1/7/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 01-09-2013

For Clerk's Use Only:
AGENDA NUMBER
6

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Personnel Department

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Hartford Deferred Compensation Plan Documents

DEPARTMENTAL RECOMMENDATION:

Request Board approve 1) Resolution 2013-_____ entitled " A Resolution of the Board of Supervisors, County of Inyo Authorizing adoption of Amendments to the County of Inyo , Hartford Deferred Compensation Plan" 2) Authorize the Chairperson to sign all plan documents.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This change is being made to the County plan to stay in compliance with the minimum distribution requirement under the law. This will require any affected plan participant age 70 ½ or older who separated from service and who elected systematic required minimum distributions received their "would be" 2009 RMD unless they submitted a suspension form.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

No cost associated with this action.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* YES 12.31.12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman 1/7/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 12/31/12

DEPARTMENT HEAD SIGNATURE:

_____ Date:_____

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

Resolution 2013-_____

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING ADOPTION OF AMENDMENTS TO THE COUNTY OF INYO, HARTFORD DEFERRED COMPENSATION PLAN

WHEREAS, that the Board has previously approved and adopted the County of Inyo Deferred Compensation Plan ("Plan")to provide employees of the Inyo County with retirement benefits.

WHEREAS, the Board does hereby declare the intention of the County of Inyo to continue the Plan, but reserves the right to terminate or amend the Plan at any time.

NOW, THEREFORE BE IT RESOLVED, that the Chairperson is hereby jointly and severally authorized to take such actions and to execute such documents as necessary or desirable in order to carry out the intent of the foregoing resolutions and required under the Plan to make the Plan fully effective in accordance with its terms and intent.

PASSED AND ADOPTED this _____ day of _____, 2013 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Linda Arcularius, Chairperson

TIME SENSITIVE
PLEASE RETURN WITHIN 30 DAYS

Subject: Important Plan Documents
County Of Inyo Deferred Compensation Plan
Group Number – 107924

Dear Plan Sponsor,

We have created the following documents for your Plan:

- Hartford Specimen 457(b) Plan Document
- 457(b) Plan Document Certification Form, located at the end of the specimen plan document
- Sample - Board Resolution

As plan sponsor, it is up to you, in consultation with your legal advisor, to determine whether the terms of these documents support your Plan and its intended operation. **Please review these documents carefully. If any changes are needed to the plan documents, please contact me. Otherwise please follow the Action Steps on the next page for signing and returning your plan documents.**

While reviewing your *Specimen Plan Document Preparation Service Election Form*, we noticed that Section 14, *2009 Required Minimum Distributions* was not in good order. The Hartford was your recordkeeper in 2009. Per our February 2009 communication, any affected Plan Participants age 70 ½ or older who separated from service and who elected systematic required minimum distributions received their "would be" 2009 RMD unless they submitted a suspension form. If they received their "would be" 2009 RMD it was treated as an eligible rollover distribution. We have reflected how you plan operated in 2009 into your Plan document.

Please call me at **1-800-637-6444 extension 47085** if you have any questions about the enclosed documents.

Sincerely,

JEREMY SEROW
Retirement Plan Services

To ensure compliance with requirements imposed by the IRS, we inform you that any information contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. As with all matters of a tax or legal nature, you should consult your own tax or legal counsel for advice.

"The Hartford" is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing company Hartford Life Insurance Company and Hartford Securities Distribution Company, Inc. ("HSD").

HSD (member FINRA and SIPC), a registered broker/dealer affiliate of The Hartford, has established certain s programs for retirement plans, including defined contribution retirement plans, through which a plan or plan participant may invest in mutual funds.

The Hartford
Retirement Plan Service Center
1 Griffin Road North
Windsor, CT 06144-1512

Mailing Address: P.O. Box 1583
Hartford, CT 06114-1583

Board Resolution

ACTION BY THE BOARD OF

_____

("Board")

OF COUNTY OF INYO
("Employer")

The undersigned, _____ ("Title"), hereby certifies that the following extract of resolutions below was taken from a duly called meeting of the Board:

RESOLVED, that the Board has previously approved and adopted the County Of Inyo Deferred Compensation Plan ("Plan") to provide employees of the Organization/Agency with retirement benefits.

RESOLVED, that the Board does hereby declare the intention of the Organization/Agency to continue the Plan, but reserves the right to terminate or amend the Plan at any time.

RESOLVED, that the members of the Board are hereby jointly and severally authorized to take such actions and to execute such documents as they deem necessary or desirable in order to carry out the intent of the foregoing resolutions and required under the Plan to make the Plan fully effective in accordance with its terms and intent.

I DO HEREBY CERTIFY **that I am the _____ ("Title) of the Organization/Agency, and the keeper of its records and seal.**

I FURTHER CERTIFY **that the above is a true, correct and complete extract of resolutions adopted at a duly called and held meeting of the Board, and that said resolutions are still in effect and have not been modified or revised and are not in conflict with the by laws of this Organization/Agency.**

IN WITNESS WHEREOF, **I have set my hand and the seal of the Organization/Agency**

SEAL

_____
Signature

_____
Title

Action Steps

We ask that you complete the following action steps:

- ☐ **Print and sign** two copies of the plan document where indicated. **Send** *one copy* of the signed plan document within 30 days to:

  The Hartford
  Retirement Plan Service Center
  P.O. Box 1583
  Hartford, CT 06144-1583.

- ☐ **Retain** the other plan document copy for your records.

- ☐ **Complete** the "457(b) Plan Document Certification" form (which is located at the end of the specimen plan document), **send** a copy to us along with a copy of the signed Specimen document at the address above and **retain** a copy for your records.

- ☐ As applicable, **adopt** a Board Resolution regarding the adoption of the Plan (you may use the enclosed sample as a guide), **send** a copy to us at the address above and **retain** a copy for your records.

For more information on each of the documents, we have attached a "**Plan Documents Glossary.**"

PLAN DOCUMENTS GLOSSARY

Specimen 457(b) Plan Document – This document is a "Specimen" document that may be used by the following organizations:

- Governmental: An eligible governmental employer as defined under Code §457(e)(1)(A), that is generally a governmental entity of the United States and the District of Columbia, a political subdivision of a state (for example, a county or municipality); and any agency or instrumentality of a state or a political subdivision of a state;

- Tax Exempt: A non-governmental employer exempt from tax under Subtitle A of the Internal Revenue Code of 1986 ("Code") as defined under Code §457(e)(1)(B); or

- Religious: A non-governmental employer exempt from tax under Subtitle A of the Internal Revenue Code of 1986 ("Code") as defined under Code §457(e)(1)(B), which is a Code §414(w) religious organization that is not a church or a qualified church organization within the meaning of Code §3131(w)(3).

Under this Specimen document no federal, state or local government has passed on the legal sufficiency (including the conformity with Code §457). This Specimen document was prepared for your convenience and is not intended to provide you with legal or tax advice. Prior to the adoption of the Specimen document, you and your counsel should review and, where appropriate, modify the provisions to meet your particular needs and applicable local laws.

The Hartford Life Insurance Company, nor any of its affiliated companies, (collectively referred to herein as "Hartford"), assumes any liability to any person or entity with respect to the adequacy of this plan document for any purpose (including any future amendments made to this plan document including amendments to satisfy any changes in applicable law), or with respect to any tax, accounting or legal ramifications arising from its use.

This plan document has been updated to reflect all changes in the law including the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance Act of 2008 (HEART, including HEART Notice 2010-15), and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), which are intended as good faith compliance with the requirements of these legislative changes and any guidance issued thereunder. The plan document includes variable provisions and was drafted based upon the provisions you selected. Please review it carefully.

457(b) Plan Document Certification form – You must return a signed copy of the certification form (which is located at the end of the specimen plan document) to The Hartford to let us know if you are keeping the existing provisions of the Specimen document or making modifications to them. If you decide to modify the Specimen document, The Hartford will need to ensure that the modifications conform to your Contract and Administrative Services Agreement with us and our recordkeeping system. Please provide a listing of modifications, if any, on the attached 457(b) Plan Document Certification and sent it to us along with a copy of your adopted plan document.

Note: If you modify the Specimen document, The Hartford will not customize the Specimen document to incorporate those modifications. You will be responsible for bringing forward any modifications to the new Specimen document and to future specimens prepared by The Hartford to the extent required by changes in the law, regulations, or other official guidance.

Sample - Board Resolution – The establishment of a plan and, in some cases, the amendment of a plan requires formal action to be taken by the person or persons authorized by an entity to do so. For example, the entity's charter or by-laws may require resolution by the Board to adopt a plan, or it may authorize the Board to delegate that authority to a committee. The rules vary by state and by organization. As a courtesy, we have enclosed a sample Board Resolution you may use for this purpose. To ensure compliance with your entity's requirements, we recommend you consult your legal adviser.

COUNTY OF INYO DEFERRED COMPENSATION PLAN

Effective Date of This Document December 1, 2011

Neither The Hartford nor any of its employees can provide legal or tax advice in connection with the execution of this specimen document. Prior to execution of this document, you should consult with your legal or tax advisor on whether this document is appropriate for your plan.

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457(b) PLAN DOCUMENT

DEFERRED COMPENSATION PLAN

PREAMBLE

Adoption of Plan

The County Of Inyo Deferred Compensation Plan (hereinafter "the Plan"), an eligible deferred compensation plan within the meaning of Section 457(b) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), of a State or local government as described in Code Section 457(e)(1)(A), adopted by County Of Inyo (hereinafter the "Employer") effective December 1, 2011.

Purpose of Plan

The primary purpose of this Plan is to permit Employees of the Employer to enter into an agreement which will provide for deferral of payment of a portion of his or her current compensation until death, retirement, severance from employment, or other event, in accordance with the provisions of the Code Section 457(b), with other applicable provisions of the Code, and in accordance with the General Statutes of the State.

Status of Plan

It is intended that the Plan shall qualify as an eligible deferred compensation plan within the meaning of Code Section 457(b) sponsored by an eligible employer within the meaning of Code Section 457(e)(1)(A), i.e., a State, political subdivision of a State, and agency or instrumentality of a State or political subdivision of a State.

Tax Consequences of Plan

The Employer does not and cannot represent or guarantee that any particular federal or State income, payroll, or other tax consequence will occur by reason of participation in this Plan. A Participant should consult with his or her own counsel or other representative regarding all tax or other consequences of participation in this Plan.

SECTION I
DEFINITIONS

1.1 Plan Definitions

For purposes of this Plan, the following words and phrases have the meaning set forth below, unless a different meaning is plainly required by the context:

An **"Account Balance"** means the bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section VII for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in Code Section 414(p)(8)).

The **"Administrator"** means the Employer. The term Administrator includes any person or persons, committee, or organization appointed by the Employer to administer the Plan.

An **"Annual Deferral"** means the amount of Compensation deferred in any calendar year.

The **"Beneficiary"** of a Participant means the person or persons (or, if none, the Participant's estate) who is entitled under the provisions of the Plan to receive a distribution in the event the Participant dies before receiving distribution of his or her entire interest under the Plan.

The **"Code"** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended from time to time. Reference to a Code Section includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The **"Compensation"** of a Participant means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, including, as applicable, compensation attributable to services as an independent contractor, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Section II).

Any payments described below made to a Participant after a Severance from Employment shall qualify as Compensation for purposes of the Plan, but only if the payments are made by the later of (a) the end of the calendar year in which the Severance from Employment occurred or (b) within 2 ½ months of such Severance from Employment:

(a) Payments that, absent a Severance from Employment, would have been paid to the Participant while the Participant continued in employment with the Employer, but only if such payments constitute regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or a shift differential), commissions, bonuses or other similar compensation;

Any payment that is not described above shall not be considered Compensation if it is paid after the date of the Participant's Severance from Employment, even if it is paid within 2 ½ months of such date. Thus, for example, Compensation does not include severance pay.

For years beginning after December 31, 2008, (a) a Participant receiving a differential wage payment, as defined by Code §3401(h)(2), by reason of qualified military service (within the meaning of Code Section 414(u)), is treated as an Employee of the Employer making the payment and (b) the differential wage payment is treated as Compensation.

An "**Employee**" means each natural person who is employed by the Employer as a common law employee on a full time basis or on a part-time basis and any employee in an elected or appointed position; provided, however, that the term Employee shall not include a leased employee or any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.

Any individual who is not treated by the Employer as a common law employee of the Employer shall be excluded from Plan participation even if a court or administrative agency determines that such individual is a common law employee of the Employer, unless the Employer has included the individual in Plan participation as an independent contractor.

An "**Employer**" means the eligible employer (within the meaning of Code Section 457(e)(1)) that has adopted the Plan. In the case of an eligible employer that is an agency or instrumentality of a political subdivision of a State within the meaning of Code Section 457(e)(1)(A), the term Employer shall include any other agency or instrumentality of the same political subdivision that has adopted the Plan.

"Includible Compensation" means, with respect to a taxable year, the Participant's compensation as defined in Code Section 415(c)(3) and the regulations thereunder, for services performed for the Employer. The amount of Includible Compensation is determined without regard to any community property laws.

"**Normal Retirement Age**" means age 65.

A Participant's Normal Retirement Age must be the same as his or her normal retirement age under any other eligible deferred compensation plan or plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.

The "**Participant**" means an individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction and who has not received a

distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.

"**Roth Contributions**" means the amount of any Annual Deferral elected by a Participant that is irrevocably designated by the Participant as being made pursuant to, and intended to comply with, Code Section 402A. Roth Contributions are includable in the Participant's taxable gross income at the time they are contributed to the Plan and have been irrevocably designated as Roth Annual Deferrals by the Participant in their deferral agreement. The Administrator shall establish and maintain for the Employee a separate account for any Roth Contributions made to the Plan, to which only Roth Contributions and the income attributable thereto shall be allocated. Roth Contributions also includes any contributions made to another eligible retirement plan that are rolled over to the Plan in accordance with the provisions of Section 7.1 and that the Participant designated as Roth contributions at the time they were contributed to such other plan.

"**Severance from Employment**" means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). Solely for the purpose of determining whether the Participant is entitled to receive a distribution of his or her Account Balance pursuant to Section 6.2, a Participant shall be treated as having been severed from employment during any period the Participant is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days.

The "**State**" means the State that is the Employer or of which the Employer is a political subdivision, and any agency, or instrumentality, including any agency or instrumentality of a political subdivision of the State, or the State in which the Employer is located.

The "**Trust Fund**" means the trust fund created under and subject to a trust agreement or a custodial account or contract described in Code Section 401(f) held on behalf of the Plan.

The "**Valuation Date**" means each business day.

SECTION II
PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility

Each Employee shall be eligible to participate in the Plan and defer Compensation hereunder immediately upon becoming employed by the Employer.

2.2 Election

An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Administrator. This participation election shall be made on the deferral agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. Any such election shall remain in effect until a new election is filed. The Administrator may establish a minimum deferral amount, and may change such minimums from time to time. The deferral agreement shall also include designation of investment funds and a designation of Beneficiary. The deferral agreement may also include a Participant's designation that all or a portion of the Annual Deferral elected by the Participant shall be treated as Roth Contributions.

2.3 Commencement of Participation

An Employee shall become a Participant as soon as administratively practicable following the date the Employee files an election pursuant to Section 2.2. Such election shall become effective no earlier than the calendar month following the month in which the election is made. A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.

2.4 Amendment of Annual Deferral Election

Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary. The revised participation election may also include a change in the Participant's designation of the amount of the Annual Deferral elected by the Participant that is to be treated as Roth Contributions. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

2.5 Information Provided by the Participant

Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code Section 457(b).

2.6 Contributions Made Promptly

Annual Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, or earlier if required by law.

2.7 Employer Contributions

Nothing in this Plan prohibits the Employer from making annual deferrals to the Account Balance of a Participant on a non-elective basis, subject to the Participant's contribution limits in Section III.

2.8 Leave of Absence

Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.

2.9 Disability

A disabled Participant (as determined by the Administrator) may elect Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

2.10 Protection of Persons Who Serve in a Uniformed Service

An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

A reemployed Employee shall also be entitled to an allocation of any additional Employer Contributions, if applicable, that such Employee would have received under the Plan had the Employee continued to be employed as an eligible Employee during the period of qualified military service. Such restorative Employer Contributions (without interest), if applicable, shall be remitted by the Employer to the Plan on behalf of the Employee within 90 days after the date of the Employee's reemployment or, if later, as of the date the contributions are otherwise due for the year in which the applicable qualified military service was performed.

2.11 Corrective Measures

In the event that an otherwise eligible Employee is erroneously omitted from Plan participation, or an otherwise ineligible individual is erroneously included in the Plan, the Employer shall take such corrective measures as may be permitted by applicable law. Such measures may include, in the case of an erroneously omitted Employee, contributions made by the Employer to the Plan on behalf of such Employee equal to the missed deferral opportunity, subject to the Participant's contribution limits in Section III, and, in the case of an erroneously included individual, a payment by the Employer to such individual of additional compensation in an amount equal to the amount of the individual's elective deferrals under the Plan.

SECTION III
LIMITATIONS ON AMOUNTS DEFERRED

3.1 Basic Annual Limitation

(a) The maximum amount of the Annual Deferral and, if applicable, Employer Contributions under the Plan for any calendar year shall not exceed the lesser of:

(i) The "applicable dollar amount" (as defined in paragraph (b) below); or

(ii) The Participant's Includible Compensation for the calendar year.

(b) The "applicable dollar amount" means the amount established under Code Section 457(e)(15), as indexed, and in accordance with 3.4(a).

(c) Rollover amounts received by the Plan under Treasury Regulation Section 1.457-10(e) and any plan-to-plan transfer into the Plan made pursuant to Section 7.2 shall not be applied against the Annual Deferral limit.

3.2 Age 50 Catch-up Annual Deferral Contributions

A Participant who will attain age 50 or more by the end of a calendar year is permitted to elect an additional amount of Annual Deferral for the calendar year, up to the maximum age 50 catch-up Annual Deferral limit under §414(v)(2), as indexed.

The amount of the age 50 catch-up Annual Deferral for any calendar year cannot exceed the amount of the Participant's Compensation, reduced by the amount of the elective deferred compensation, or other elective deferrals, made by the Participant under the Plan and in accordance with 3.4(a).

The age 50 catch-up Annual Deferral limit is not available to a Participant for any calendar year for which the Special Section 457 Catch-up Limitation described in Section 3.3 is available and applied.

3.3 Special Section 457 Catch-up Limitation

Notwithstanding the provisions of Sections 3.1 and 3.2, with respect to a year that is one of a Participant's last three (3) calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 3.3 exceeds the amount computed under Sections 3.1 and 3.2, then the Annual Deferral limit under this Section 3.3 shall be the lesser of:

(a) An amount equal to two (2) times the Section 3.1 Applicable Dollar Amount for such year; or

(b) The sum of:

(i) An amount equal to (A) the aggregate Section 3.1 limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

(ii) An amount equal to (A) the aggregate limit referred to in Code Section 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to Sections 3.2 and 3.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans (as defined in Section 3.4(c)) made by or on behalf of the Participant for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

3.4 Special Rules

For purposes of this Section III, the following rules shall apply:

(a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section III. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) Pre-Participation Years. In applying Section 3.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 3.1 or any other plan ceiling required by Code Section 457(b).

(c) Pre-2002 Coordination Years. For purposes of Section 3.3(b)(ii)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code Section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.3(b)(ii)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code Section 457(b)(2) for that year.

(d) Disregard Excess Deferral. For purposes of Sections 3.1, 3.2, and 3.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year if excess deferrals under the plan are distributed, as described in Section 3.5. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

3.5 Correction of Excess Deferrals

If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b) for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant as soon as administratively practicable after the Administrator determines that the amount is an excess deferral. If a Participant to whom distribution must be made in accordance with the preceding sentence has made Roth Contributions for the year, the amount distributed as an excess deferral shall be made first from pre-tax Annual Deferrals, then from Roth Contributions for the year unless otherwise specified.

SECTION IV
INVESTMENT RESPONSIBILITIES

4.1 Investment of Deferred Amount

Each Participant or Beneficiary shall direct the investment of amounts held in his or her Account Balance under the Plan among the investment options of the Trust Fund. The investment of amounts segregated on behalf of an alternate payee pursuant to a Plan approved domestic relations order (as defined under Code Section 414(p)) may be directed by such alternate payee to the extent provided in such order. In the absence of such direction, such amounts shall be invested in the same manner as they were immediately before such segregation was made on account of such order. Each Account Balance shall share in any gains or losses of the investment(s) in which such account is invested.

4.2 Investment Election for Future Contributions

A Participant may amend his or her investment election at such times and by such manner and form as prescribed by the Administrator. Such election will, unless specifically stated otherwise, apply only to future amounts contributed under the Plan.

4.3 Investment Changes for an Existing Account Balance

The Participant, Beneficiary, alternate payee, or Administrator may elect to transfer amounts in his Account Balance among and between those investments available under the Trust Fund at such times and by such manner and form prescribed by the Administrator, subject further to any restrictions or limitations placed on any investment by the Administrator to be uniformly applied to all Participants.

4.4 Investment Responsibility

To the extent that a Participant, Beneficiary, or alternate payee exercises control over the investment of amounts credited to his Account Balance, the Employer, the Administrator, and any other fiduciary of the Plan shall not be liable for any losses that are the direct and necessary result of investment instructions given by a Participant, Beneficiary or an alternate payee.

4.5 Default Investment Fund

The Employer shall maintain a Default Investment Fund which shall be held and administered under the Trust Fund. Any Participant who does not make an investment election on the deferral agreement provided by the Administrator will have his contributions invested in the Default Investment Fund until such time he provides investment direction under sections 4.2 and 4.3. Additionally, a Beneficiary or alternate payee who does not make an investment election will have his Account Balance invested in the Default Investment Fund until such time he provides investment direction under section 4.3. The interest of each Participant, Beneficiary, or alternate payee under the Plan in the Default Investment Fund shall be an undivided interest.

4.6 Statements

The Administrator will cause to be issued statements periodically to reflect the contributions and actual earnings posted to the Account Balances.

SECTION V
LOANS

5.1 No Loans

There shall be no loans made to Participants from the Plan.

SECTION VI
DISTRIBUTIONS

6.1 Distributions from the Plan

(a) Earliest Distribution Date. Payments from a Participant's Account Balance shall not be made earlier than:

(i) the Participant's Severance from Employment pursuant to Section 6.2

(ii) the Participant's death pursuant to Section 6.3

(iii) Plan termination under Section 10.3

(iv) an unforeseeable emergency withdrawal pursuant to Section 6.10(a), if permitted under the Plan

(v) a de minimis account balance distribution pursuant to Section 6.10(b), if permitted under the Plan

(vi) a rollover account withdrawal pursuant to Section 6.10(c), if permitted under the Plan

(vii) attainment of age 70 ½ withdrawal pursuant to Section 6.10(d), if permitted under the Plan

(viii) Qualified Military Service Deemed Severance withdrawal pursuant to Section 6.10(e), if permitted under the Plan

(ix) Qualified Military Reservist withdrawal pursuant to Section 6.10(f) , if permitted under the Plan

(x) Qualified Distributions for Retired Public Safety Officers pursuant to Section 6.11, if permitted under the Plan

(b) Latest Distribution Date. In no event shall any distribution under this Section VI begin later than the Participant's "required beginning date". Such required minimum distributions must be made in accordance with Section 6.6.

(c) Amount of Account Balance. Except as provided in Section 6.3, the amount of any payment under this Section VI shall be based on the amount of the Account Balance as of the Valuation Date.

6.2 Benefit Distributions Upon Severance from Employment

Upon Severance from Employment (other than due to death), a Participant may elect to commence distribution of benefits at any time after Severance from Employment by filing a

request with the Administrator before the date on which benefits are to commence. However, in no event may distribution of benefits commence later than his or her "required beginning date".

Distributions required to commence under this section shall be made in the form of benefit provided under Section 6.5. Distributions postponed until the Participant's "required beginning date" will be made in a manner that meets the requirements of Section 6.6.

6.3 Distributions on Account of Participant's Death

Upon receipt of satisfactory proof of the Participant's death, the designated Beneficiary may file a request with the Administrator to elect a form of benefit provided under Section 6.5 and made in a manner that meets the requirements of Section 6.6.

(a) Death of Participant Before Distributions Begin. If the Participant dies before his or her distributions begin, the designated Beneficiary may elect to have distributions to be made (i) in full within 5 years of the Participant's death (5-year rule) or (ii) in installments over the designated Beneficiary's "life expectancy" (life expectancy rule).

If the designated Beneficiary does not make an election by September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death or if the Participant's spouse is the sole designated Beneficiary by December 31 of the year the Participant would have attained age 70 ½.

(b) Death of Participant On or After Date Distributions Begin. If the Participant dies on or after his or her distributions began, the Participant's Account Balance shall be paid to the Beneficiary at least as rapidly as under the payment option used before the Participant's death.

6.4 Distribution of Small Account Balances Without Participant's Consent

Notwithstanding any other provision of the Plan to the contrary, if the amount of a Participant's or Beneficiary's Account Balance (including the rollover contribution separate account) is not in excess of the amount specified below on the date that payments commence under Section 6.2 or on the date the Administrator is notified of the Participant's death, the Administrator may direct payment without the Participant's or Beneficiary's consent as soon as practicable following the Participant's retirement, death, or other Severance from Employment.

(a) The Plan does not provide for distribution of small Account Balances without Participant or Beneficiary consent.

6.5 Forms of Distribution

In an election to commence benefits under Section 6.2, a Participant entitled to a distribution of benefits under this Section VI may elect to receive payment in any of the following forms of distribution:

(a) a lump sum payment of the Participant's total Account Balance.

(b) partial distribution of the Participant's Account Balance.

(c) in a series of installments over a period of years (payable on a monthly, quarterly, semi-annual or annual basis) which extends no longer than the life expectancy of the Participant as permitted under Code Section 401(a)(9).

6.6 Minimum Distribution Requirements

(a) General Rules.

Notwithstanding anything in this Plan to the contrary, distributions from this Plan shall commence and be made in accordance with Code Section 401(a)(9) and the regulations promulgated thereunder. Additionally, the requirements of this Section 6.6 will take precedence over any inconsistent provisions of the Plan.

(b) Time and Manner of Distribution.

(i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "required beginning date".

(ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary", then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.

(B) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), then distributions to the "designated Beneficiaries" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If the Participant's sole "designated Beneficiary" is not the Participant's spouse, then distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(D) If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, the Participant's Account

Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(E) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary" and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph (b)(ii), other than subsection (b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this subparagraph (ii) and paragraph (d), unless subsection (b)(ii)(D) applies, distributions are considered to begin on the Participant's "required beginning date". If subsection (b)(ii)(E) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Death of Participant On or After Distributions Begin. If the Participant dies on or after distributions begin and before depleting his or her Account Balance, distributions must commence to the "designated Beneficiary" by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iv) Forms of Distribution. Unless the Participant's Account Balance is distributed in the form of an annuity contract or in a lump sum on or before the Participant's "required beginning date", as of the first distribution calendar year, distributions will be made in accordance with paragraphs (c) and (d). If the Participant's interest is distributed in the form of an annuity contract, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9).

(c) Required Minimum Distributions During the Participant's Lifetime.

(i) Amount of Required Minimum Distribution For Each "Distribution Calendar Year". During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) The quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-2 using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or

(B) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's spouse and the spouse is more than 10 years younger than the Participant, the quotient obtained by dividing the

"Participant's account balance" by the distribution period in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3 using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the "distribution calendar year".

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this paragraph (c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death.

For purposes of this Section 6.6(d), the Participant's and Beneficiary's "life expectancy" determination will use the Single Life Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.

(i) Death On or After Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

If the Participant dies on or after the date distributions begin and there is a "designated Beneficiary", the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary", determined as follows:

(1) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary", the remaining "life expectancy" of the surviving spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For "distribution calendar years" after the year of the surviving spouse's death, the remaining "life expectancy" of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(3) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), the "designated Beneficiaries" remaining "life expectancy" is

calculated using the age of the oldest Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(4) If the Participant's sole "designated beneficiary" is not the Participant's spouse, the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary.

If the Participant dies on or after the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

Except as provided in this Section, if the Participant dies before the date distributions begin and there is a "designated Beneficiary", the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary", determined as follows:

(1) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary", the remaining "life expectancy" of the surviving spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year.

(2) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the oldest Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(3) If the Participant's sole "designated beneficiary" is not the Participant's spouse, the "designated Beneficiary's" remaining "life

expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary.

If the Participant dies before the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.

If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole "designated Beneficiary", and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection (b)(ii)(A), this subparagraph (d)(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions.

(i) A Participant's "required beginning date" is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70 ½ or (2) retires due to Severance from Employment. If the Participant postpones the required distribution due in calendar year he or she attains age 70 ½ or severs employment, to the "required beginning date", the second required minimum distribution must be taken by the end of that year.

(ii) Participant's "designated Beneficiary" means the individual who is designated as the Beneficiary under Section 8.1 and is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4.

(iii) A "distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year the Participant attains age 70 ½ or retires, if later. For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under subparagraph (b)(ii).

The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date". The required minimum distribution for other "distribution calendar years", including the required minimum distribution for the "distribution calendar year" in which the Participant's "required beginning date" occurs, will be made on or before December 31 of that "distribution calendar year".

(iv) A married Participant's "life expectancy", whose spouse is the sole Beneficiary and is more than 10 years younger than the Participant, means the Participant's and spouse Beneficiary's life expectancy as computed by use of the Joint and Last Survivor Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 3. All other Participants will have his or her life expectancy computed by use of the Uniform Lifetime Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 2. A deceased Participant's or Beneficiary's "life expectancy" means his or her life expectancy as computed by use of the Single Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 1.

(v) A "Participant's account balance" means the Account Balance as of the last valuation date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the "distribution calendar year" if distributed or transferred in the valuation calendar year.

(f) Special Provision Applicable to 2009 Required Minimum Distributions.

A Participant who would otherwise be required to receive a minimum distribution from the Plan in accordance with Code Section 401(a)(9) for the 2009 "distribution calendar year" may elect not to receive any such distribution that is payable with respect to the 2009 "distribution calendar year".

Notwithstanding the provisions of Section 6.9(b)(iii), the Administrator may permit a Participant who receives a minimum distribution from the Plan for the 2009 "distribution calendar year" to make a direct rollover of such distribution to an "eligible retirement plan" in accordance with the provisions of Section 6.9.

The Administrator may also permit a Participant or former Participant who has received a minimum distribution for the 2009 "distribution calendar year" to roll over such distribution back into the Plan, provided the requirements of Code Section 402(c), as modified by Notice 2009-82, extending the 60-day rollover deadline, and the requirements of Section 7.1 are otherwise satisfied. If the distribution received by the Participant included amounts in addition to the minimum required under Code Section 401(a)(9), the Administrator may allow the Participant to include a portion or all of the amount that was not a minimum distribution in the Rollover Contribution made to the Plan in accordance with this paragraph.

The provisions of this Section 6.6(f) are effective for minimum payments made for the 2009 "distribution calendar year" and do not include any minimum payment that is made in 2009, but is attributable to a different year (i.e., the participant reached his required beginning date in 2008, but payment of the 2008 minimum is not made until 2009).

6.7 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator or a court of competent jurisdiction may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

6.8 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown in the Administrator's records; (b) use of the Internal Revenue Service letter forwarding program under IRS Revenue Procedure 94-22; (c) use of a commercial locator service, the internet or other general search method; (d) use of the Social Security Administration search program; or (e) use such other methods as the Administrator believes prudent.

If the Participant or Beneficiary has not responded within 6 months, the Plan shall continue to hold the benefits due such person until, in the Administrator's discretion, the Plan is required to take other action under applicable law.

Notwithstanding the foregoing, if the Administrator is unable to locate a person entitled to benefits hereunder after applying the search methods set forth above, then the Administrator, in its sole discretion, may pay an amount that is immediately distributable to such person in a direct rollover to an individual retirement plan designated by the Administrator.

6.9 Direct Rollover

(a) A Participant or Beneficiary (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p)) who is entitled to an "eligible rollover distribution" may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of the distribution paid directly to an "eligible retirement plan" specified by the Participant or Beneficiary in a direct rollover.

(b) For purposes of this Section 6.9, an "eligible rollover distribution" means any distribution of all or any portion of a Participant's Account Balance, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payment made not less frequently than annually for the life or life expectancy of the Participant or the joint lives or life expectancies of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more (ii) any distribution made as a result of an unforeseeable emergency, or (iii) any distribution that is a required minimum distribution under Code Section 401(a)(9).

In addition, an "eligible retirement plan" with respect to the Participant, the participant's spouse, or the Participant's spouse or former spouse who is an alternate payee under a

domestic relations order as defined in Code Section 414(p) means any of the following: (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), (iii) an annuity plan described in Code Section 403(a), (iv) a qualified defined contribution plan described in Code Section 401(a), (v) an annuity contract described in Code Section 403(b), (vi) an eligible deferred compensation plan described in Code Section 457(b) that is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, or (vii) effective for distributions made on or after January 1, 2008, a Roth IRA, as described in Code Section 408A, provided, that for distributions made before January 1, 2010, such rollover shall be subject to the limitations contained in Code Section 408A(c)(3)(B) .

Notwithstanding any other provision of this Section 6.9(b), a plan or contract described in clause (iii), (iv), (v), or (vi) above shall not constitute an "eligible retirement plan" with respect to a distribution of Roth Contributions unless such plan or contract separately accounts for such distribution, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) A Beneficiary who is not the spouse of the deceased Participant may elect a direct rollover of a distribution to an individual retirement account described in Code Section 408(b) or to a Roth individual retirement account described in Code Section 408A(b) ("IRA"), provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution. The direct rollover must be made to an IRA established on behalf of the designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). The IRA must be established in a manner that identifies it as an IRA with respect to a deceased Participant and also identifies the deceased Participant and the Beneficiary. This Section applies to distributions made on or after January 1, 2007.

6.10 Inservice Distributions

(a) Unforeseeable Emergency Distributions. If the Participant who has not incurred a Severance from Employment or Beneficiary has an unforeseeable emergency, the Administrator may approve a single sum distribution of the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 6.10(a), Treasury Regulation Section 1.457-6(c) or other regulatory guidance. The Administrator shall determine whether an unforeseeable emergency exists based on relevant facts and circumstances, and Treasury Regulation Section 1.457-6(c) or other regulatory guidance.

(i) An unforeseeable emergency is defined as a severe financial hardship of the resulting from the following:

(A) an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent or the Participant's "primary Beneficiary";

(B) loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster);

(C) the need to pay for the funeral expenses of a Participant's or Beneficiary's spouse, Participant's or Beneficiary's dependent or "primary Beneficiary" of the Participant;

(D) the need to pay for medical expenses of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, Participant's or Beneficiary's dependent or the Participant's "primary Beneficiary" which are not reimbursed or compensated by insurance or otherwise, including non-refundable deductibles, as well as for the cost of prescription drug medication;

(E) the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence; or

(F) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. However, except as otherwise specifically provided in this Section 6.10(a), certain circumstances are not considered an unforeseen emergency such as the purchase of a home or the payment of college tuition or credit card debt.

For purposes of this paragraph, if the Participant is not deceased, a "primary Beneficiary" shall be limited to a primary Beneficiary under the Plan, which is an individual who is named as a Beneficiary pursuant to Section 8.1 and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant, and which shall not include a contingent beneficiary. Additionally, dependent shall be limited to the definition under Code Section 152(a), and, for taxable years beginning on or after January 1, 2005, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B).

(ii) Unforeseeable emergency distribution standard. A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise; by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or by cessation of deferrals under the Plan if the cessation of deferrals would alleviate the financial need.

(iii) Distribution necessary to satisfy emergency need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any

federal, State, or local income taxes or penalties reasonably anticipated to result from the distribution).

(b) De minimis Account Balance Distributions. A Participant before Severance of Employment may request a distribution of his or her total Account Balance (excluding the rollover contribution separate account), which shall be paid in a lump sum payment as soon as practical following the direction if (i) the total Account Balance does not exceed $5,000 (or the dollar limit under Code Section 411(a)(11), if greater), (ii) the Participant has not previously received a distribution of their total Account Balance payable to the Participant under this Section 6.10(b), and (iii) no Annual Deferral has been made with respect to the Participant during the two-year period ending immediately before the date of the distribution.

The Plan does not permit the Administrator to direct payments under the terms of this Section 6.10(b) without the Participant's consent.

(c) Rollover Account Distributions. If a Participant has a separate account attributable to rollover contributions under the Plan, the Participant before Severance of Employment may at any time elect to receive an inservice distribution of all or any portion of the amount held in the rollover separate account. Any designated Roth contributions rolled over to the Plan are treated as Roth Contributions for Plan purposes and are not eligible for inservice withdrawal under this Section 6.10(c).

(d) Age 70 ½ Distributions. Prior to Severance from Employment, a Participant may withdraw all or a portion of his or her Account Balance on or after first day of the calendar year in which the Participant shall attain age 70-1/2.

(e) Qualified Military Service Deemed Severance Distributions. Notwithstanding any other provision of the Plan to the contrary, a Participant before Severance of Employment who is a absent from employment because of service with the uniformed services (as described in United Stated Code, Title 38, Chapter 43) for more than 30 days shall be treated as if he had incurred a severance from employment for purposes of receiving a distribution. A Participant who is deemed to have incurred a severance from employment hereunder may elect to receive a withdrawal from his or her Annual Deferrals.

If a participant receives a distribution in accordance with this Section 6.10(e) and would not otherwise be entitled to receive a distribution under the Plan other than this section, his or her Annual Deferrals shall be suspended for at least 6 months after receipt of the withdrawal. However, if the distribution is also a "qualified reservist distribution", the suspension shall not apply. For purposes of this Section 6.10(e), a "qualified reservist distribution" means a distribution to a reservist or national guardsman who is ordered or called to active duty after September 11, 2001, either (i) for an indefinite period or (ii) for a period longer than 179 days, provided such distribution is made during the period beginning on the date the Participant is ordered or called to active duty and ending on the date the Participant's active duty period closes.

(f) Qualified Military Reservist Distributions. Notwithstanding any other provision of the Plan to the contrary, a Participant who is a member of a reserve component (as defined in Section 101 of Title 37 of the United States Code) who is ordered or called to active duty for a period in excess of 179 days, or for an indefinite period, may elect to receive a withdrawal of all or any portion of his or her Annual Deferrals. Any distribution made to a Participant pursuant to this Section 6.10(f) must be made during the period beginning on the date the Participant is ordered or called to active duty and ending on the close of his active duty period.

6.11 Qualified Distributions for Retired Public Safety Officers

The Plan does not permit qualified distributions for retired public safety officers.

SECTION VII
ROLLOVERS AND PLAN TRANSFERS

7.1 Eligible Rollover Contributions to the Plan

(a) A Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another "eligible retirement plan", as defined in 6.9(b) excluding the direct rollover of after-tax contributions, may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an "eligible retirement plan" within the meaning of Code Section 402(c)(8)(B).

(b) If an Employee makes a rollover contribution to the Plan of amounts that have previously been distributed to him or her, the Employee must deliver to the Administrator the cash that constitutes his or her rollover contribution within 60 days of receipt of the distribution from the distributing "eligible retirement plan". Such delivery must be made in the manner prescribed by the Administrator.

(c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any "eligible retirement plan" that is an eligible governmental plan under Code Section 457(b). In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any "eligible retirement plan" that is not an eligible governmental plan under Code Section 457(b).

(d) To the extent that the Plan accepts rollover contributions attributable to Roth Contributions, the Administrator shall account for such contributions separately from other rollover contributions. In administering rollover contributions attributable to Roth Contributions, the Administrator shall be entitled to rely on a statement from the distributing plan's administrator identifying (i) the Participant's basis in the rolled over amounts and (ii) the date on which the Participant's 5-taxable-year period of participation (as required under Code Section 402A(d)(2) for a qualified distribution of Roth Contributions) started under the distributing plan. If the 5-taxable-year period of participation under the distributing plan would end sooner than the Participant's 5-taxable-year period of participation under the Plan, the 5-taxable-year period of participation applicable under the distributing plan shall continue to apply with respect to the Roth Contributions included in the rollover contribution. Roth Contributions that are rolled over to the Plan shall be subject to the provisions of the Plan applicable to Roth Contributions rather than the provisions of the Plan applicable to rollover contributions.

7.2 Plan-to-Plan Transfers to the Plan

At the direction of the Employer, the Administrator may permit Participants or Beneficiaries who are participants or beneficiaries in another eligible governmental plan under Code Section 457(b) to transfer assets to the Plan as provided in this Section 7.2. Such a transfer is permitted only if

the other plan provides for the direct transfer of each Participant's or Beneficiary's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Code Section 457(e)(10) and Treasury Regulation Section 1.457-10(b) and to confirm that the other plan is an eligible governmental plan as defined in Treasury Regulation Section 1.457-2(f). The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Section III.

7.3 Plan-to-Plan Transfers from the Plan

(a) At the direction of the Employer, the Administrator may permit Participants or Beneficiaries to elect to have all or any portion of his or her Account Balance transferred to another eligible governmental plan within the meaning of Treasury Regulatory Section 1.457-2(f), if the other eligible governmental plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and the conditions of subparagraph (i), (ii), or (iii) are met.

(i) A transfer from the Plan to another eligible governmental plan is permitted in the case of a transfer for a Participant if the Participant has had a Severance from Employment with the Employer and is performing services for the entity maintaining the other eligible governmental plan.

(ii) A transfer from the Plan to another eligible governmental plan is permitted if:

(A) The transfer is to another eligible governmental plan within the same State as the Plan;

(B) All the assets held by the Plan are transferred; and

(C) A Participant or Beneficiary whose amounts deferred are being transferred is not eligible for additional annual deferrals in the other eligible governmental plan unless he or she is performing services for the entity maintaining the other eligible governmental plan.

(iii) A transfer from the Plan to another eligible governmental plan of the Employer is permitted if:

(A) The transfer is to another eligible governmental plan of the Employer (and, for this purpose, an employer is not treated as the Employer if the Participant's compensation is paid by a different entity); and

(B) A Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the other eligible governmental plan unless he or she is performing services for the entity maintaining the other eligible governmental plan.

(b) Upon the transfer of assets under this Section 7.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 7.3, and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treasury Regulation Section 1.457-10(b).

7.4 Permissive Service Credit Transfers

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 7.4(a) may be made before the Participant has had a Severance from Employment and without regard to whether the defined benefit governmental plan is maintained by the Employer. The distribution rules applicable to the defined benefit governmental plan to which any amounts are transferred under this Section 7.4 shall apply to the transferred amounts and any benefits attributable to the transferred amounts.

(b) A transfer may be made under Section 7.4(a) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan, including service credit for periods for which there is no performance of services, service credited in order to provide an increased benefit for service credit which a participant is receiving under the plan, and service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in Code Section 415(n)(3)(C)(i)) of an educational organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12) or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed, without application of the limitations of Code Section 415(n)(3)(B) in determining whether the transfer is for the purchase of permissive service credit, or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

SECTION VIII
BENEFICIARY

8.1 Designation

A Participant has the right, by written notice filed with the Administrator, to designate one or more beneficiaries to receive any benefits payable under the Plan in the event of the Participant's death prior to the complete distribution of benefits. The Participant accepts and acknowledges that he or she has the burden for executing and filing, with the Administrator, a proper beneficiary designation form.

The form for this purpose shall be provided by the Administrator. The form is not valid until it is signed, filed with the Administrator by the Participant, and accepted by the Administrator. Upon the Participant filing the form and acceptance by the Administrator, the form revokes all beneficiary designations filed prior to that date by the Participant.

If no such designation is in effect upon the Participant's death, or if no designated Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.

SECTION IX
ADMINISTRATION AND ACCOUNTING

9.1 Administrator

The Administrator shall have the responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan, the Code and regulations thereunder, and any State law as applicable.

The Administrator may contract with a financially responsible independent contractor to administer and coordinate the Plan under the direction of the Administrator. The Administrator shall have the right to designate a plan coordinator or other party of its choice to perform such services under this agreement as may be mutually agreed to between the Administrator and the plan coordinator or other party. Notwithstanding any other provisions to the contrary, the Administrator agrees that it shall be solely responsible to the Employer for any and all services performed by a plan coordinator, subcontractor, assignee, or designee under this agreement.

The Administrator has full and complete discretionary authority to determine all questions of Plan interpretation, policy, participation, or benefit eligibility in a manner consistent with the Plan's documents, such determinations shall be conclusive and binding on all persons except as otherwise provided by law.

9.2 Administrative Costs

All reasonable expenses of administration may be paid out of the Plan assets unless paid (or reimbursed) by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of his or her duties under the Plan, including, but not limited to, fees of accountants, counsel, investment managers, agents (including nonfiduciary agents) appointed for the purpose of assisting the Administrator in carrying out the instructions of Participants as to the directed investment of his or her accounts and other specialists and his or her agents, and other costs of administering the Plan. In addition, unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account Balance of an individual a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee. If liquid assets of the Plan are insufficient to cover the fees of the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the trust fund described in Section 11.1.

9.3 Paperless Administration

The Administrator may use telephonic or electronic media to satisfy any notice requirements required by this Plan, to the extent permissible under regulations (or other generally applicable guidance). In addition, a Participant's consent to immediate distribution may be provided through telephonic or electronic means, to the extent permissible under regulations (or other generally

applicable guidance). The Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling participants, making (and changing) salary reduction elections, electing (and changing) investment allocations, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

SECTION X
AMENDMENTS

10.1 Amendment

The Employer may at any time either prospectively or retroactively amend the Plan by notifying Participants of such action. The Employer shall not have the right to reduce or affect the value of any Participant's Account Balance or any rights accrued under the Plan prior to amendment.

10.2 Conformation

The Employer shall amend and interpret the Plan to the extent necessary to conform to the requirements of Code Section 457 and any other applicable law, regulation or ruling, including amendments that are retroactive. In the event the Plan is deemed by the Internal Revenue Code to be administered in a manner inconsistent with Code Section 457, the Employer shall correct such inconsistency within the period provided in Code Section 457(b).

10.3 Plan Termination

In the event of the termination of the Plan, all Account Balances shall be disposed to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Section VI or Section VII as soon as reasonably practicable following the Plan's termination. The Employer shall not have the right to reduce or affect the value of any Participant's account or any rights accrued under the Plan prior to termination of the Plan. The Participant's or Beneficiary's written consent to the commencement of distribution shall not be required regardless of the value of his or her Account Balance.

SECTION XI
TRUST FUND

11.1 Trust Fund

All amounts in a Participant's or Beneficiary's Account Balance, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held and invested in the Trust Fund in accordance with this Plan. The Trust Fund, and any subtrust established under the Plan, shall be established pursuant to a written agreement that constitutes a valid trust, custodial agreement, annuity contract, or similar agreement under the laws of the State. All investments, amounts, property, and rights held under the Trust Fund shall be held in trust for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Trust Fund. Prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, no part of the assets and income of the Trust Fund may be used for, or diverted to, for purposes other than for the exclusive benefit of Participants and their Beneficiaries. The Employer has no beneficial interest in the Trust Fund and no part of the Trust Fund shall ever revert to the Employer, directly or indirectly, provided, however, that a contribution or any portion thereof made by the Employer through a mistake of fact under Section 12.4 shall upon written request of the Employer, reduced by losses attributable thereto, shall be returned to the Employer.

SECTION XII
MISCELLANEOUS

12.1 Non-Assignability

Except as provided in Sections 12.2 and 12.3, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so shall be void except to such extent as may be required by law.

12.2 Domestic Relation Orders

The Employer shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of Code Section 414(p) and regulations issued thereunder.

Notwithstanding Section 12.1, the Administrator may affect a Participant's Account Balance for a "qualified domestic relations order" as defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the qualified domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan.

12.3 IRS Levy

Notwithstanding Section 12.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service to the Plan with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.4 Mistaken Contributions

Notwithstanding any other provision of the Plan or the Trust Fund to the contrary, in the event any contribution of an Employer is made under a mistake of fact (and not a Plan operational error), such contribution may be returned to the Employer within one year after the payment of the contribution. Earnings attributable to the excess contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

12.5 Employment

Neither the establishment of the Plan nor any modification thereof, nor the establishment of any account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer except as herein provided; and, in no event, shall the terms or employment of any Employee be modified or in any way affected hereby.

12.6 Successors and Assigns

The Plan shall be binding upon and shall inure to the benefit of the Employer, its successors and assigns, all Participants and Beneficiaries and their heirs and legal representatives.

12.7 Written Notice

Any notice or other communication required or permitted under the Plan shall be in writing, and if directed to the Administrator shall be sent to the designated office of the Administrator, and, if directed to a Participant or to a Beneficiary, shall be sent to such Participant or Beneficiary at his or her last known address as it appears on the Administrator's record. To the extent permitted by law, regulation or other guidance from an appropriate regulatory agency, the Administrator, Employer or any other party may provide any notice or disclosure, obtain any authorization or consent, or satisfy any other obligation under the Plan through the use of any other medium acceptable to the Administrator. Such other medium may include, but is not necessarily limited to, electronic or telephonic medium. In addition, any communication or disclosure to or from Participants or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Administrator and permitted under applicable law.

12.8 Total Agreement

This Plan and Participant deferral election, and any subsequently adopted Plan amendment thereof, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.

12.9 Gender

As used herein the masculine shall include the neuter and the feminine where appropriate.

12.10 Controlling Law

This Plan is created and shall be construed, administered and interpreted in accordance with Code Section 457 and the regulations thereunder, and under laws of the State as the same shall be at the time any dispute or issue is raised. If any portion of this Plan is held illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder shall be unaffected.

IN WITNESS WHEREOF, the Employer has executed this Plan document this _____ day of _____,_____.

County Of Inyo

SEAL

By _____

Name_____

Title_____

Attest:

_____ _____

Title (Witness)

457(b) PLAN DOCUMENT CERTIFICATION

This form must be submitted to The Hartford along with your signed Specimen document.

Employer Name: County Of Inyo	
Plan Name: County Of Inyo Deferred Compensation Plan	
Effective Date of Plan: December 1, 2011	Hartford Group Number: 107924

Please select one of the following below:

- ☐ I, the undersigned employer representative, certify that the employer has adopted The Hartford's specimen 457(b) Plan Document without any modifications and have provided The Hartford with a copy of the adopted plan document.
- ☐ I, the undersigned employer representative, certify that the employer has adopted The Hartford's specimen 457(b) Plan Document with modifications and have provided The Hartford with a copy of the adopted document. I understand that the modifications will need to be approved by The Hartford to ensure that they conform to our Contract and Administrative Services Agreement with The Hartford, and their record keeping system and product. The provisions we have modified are as follows:

Plan Sections	Modifications

Name of Authorized Signer: (please print)	
Signature:	Date:

GN - 107924
GPLANLVL – CORRSPND

For Clerk's Use Only:
AGENDA NUMBER
7

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Personnel Department

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Flexible Benefit Plan Documents

DEPARTMENTAL RECOMMENDATION:

Request Board approve 1) Resolution 2013-_____ entitled " A Resolution of the Board of Supervisors, County of Inyo Amending the County's Flexible Benefit Plan Document" 2) Authorize the Chairperson to sign all plan documents.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This change is being made to the County plan to stay in compliance with the maximum salary reduction amount for for a health care reimbursement account. The maximum salary reduction amount that can be contributed to a health care reimbursement account in any plan year may not exceed $2,500 in 2013.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

No cost associated with this action.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* YES 12.31.12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman 1/7/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 12-31-12

DEPARTMENT HEAD SIGNATURE:

_____ Date:_____

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

RESOLUTION 2013-_____

RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING THE COUNTY'S FLEXIBLE BENEFIT PLAN DOCUMENT

WHEREAS, the County of Inyo maintains the County of Inyo Flexible Benefit Plan ("Plan") for the benefit of certain of its employees; and

WHEREAS, the County of Inyo desires to amend the plan.

NOW, THEREFORE BE IT RESOLVED, that the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

BE IT FURTHER RESOLVED, that the Chairperson of The Board of Supervisors of the County of Inyo is hereby are, authorized and directed to execute the amended Plan on behalf of the County;

PASSED AND ADOPTED this 15th of January 2013 by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Linda Arcularius, Chairperson Inyo County
Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY:_____
Patricia Gunsolley, Assistant

COUNTY OF INYO
FLEXIBLE BENEFIT PLAN

AMENDMENT

WHEREAS, County of Inyo (the "Company") maintains the County of Inyo Flexible Benefit Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, the Company desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended as follows, effective as provided therein:

This Amendment to the Plan is adopted to reflect the provisions of the Patient Protection and Affordable Care Act, the Reconciliation Act (hereinafter both are collectively referred to as "PPACA") and certain other provisions of applicable law and the applicable regulations that are generally effective after December 31, 2009 ("Applicable Law"). This Amendment is intended as good faith compliance with the requirements of the PPACA and Applicable Law and is to be construed in accordance with same. This Amendment and the provisions of Applicable Law shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment, PPACA and Applicable Law.

STANDARD PROVISIONS:

1. No Coverage For Over The Counter Medications Without a Prescription. Effective January 1, 2011, reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses under Code section 105(b) only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin. To the extent provided in the Adoption Agreement, the Company may enter into an agreement with a financial institution to provide a Participant with a debit, credit or other stored value card to provide immediate payment of reimbursements available under Section 4.01 provided that the use of such card complies with IRS Notice 2010-59 and any superseding guidance.

2. **Maximum Salary Reduction Amount for a Health Care Reimbursement Account. The maximum salary reduction amount that can be contributed to a Health Care Reimbursement Account in any Plan Year may not exceed the maximum permitted under Code section 125(i) ($2,500 in 2013).**

3. Qualified Benefits. As of January 1, 2014, the term "Insurance Contract" may not include any qualified health plan (as defined in section 1301(a) of the Patient Protection and Affordable Care Act) offered through an exchange established under section 1311 of such Act unless the Employee's Employer is a qualified employer (as defined in section 1312(f)(2) of the Patient Protection and Affordable Care Act) offering the Employee the opportunity to enroll through such exchange in a qualified health plan in a group market.

4. Coverage for Children up to Age 26. For purposes of Code section 105(b), expenses for a child (as defined in section 152(f)(1)) of the Participant may be covered until his or her 26th birthday although the Plan Administrator may extend coverage until the end of the calendar year in which the child turns age 26.

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5. Election Opportunity for Children Under Age 27. If elected in the optional provisions, a Participant may revoke an election during a period of coverage with respect to a qualified benefits plan (as defined in Treas. Reg. 1.125-4(i)(8)) and make a new election for the remaining portion of the period if, under the facts and circumstances: (i) a child up to age 27 became newly eligible for coverage or eligible for coverage beyond the date on which the child otherwise would have lost coverage; and (ii) the election change corresponds with the change in status that affects eligibility for coverage under a qualified benefits plan.

6. Coverage of Preventative Care without Cost-sharing. In the event the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, the Plan shall comply with the portability requirements of Code section 9801 et. Seq. The Plan Administrator shall only provide a certificate of creditable coverage if the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2. If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care as provided in Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available in the Participant's Health Care Reimbursement Account).

7. Internal and External Claims Procedure for Health Care Reimbursement Account.

(a) Applicability. This Section shall apply for any claim for benefits under the Health Care Reimbursement Account if 1) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and 2) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act.

(b) Effective Date. This Section shall be effective the later of the first plan year beginning after September 23, 2010 or the date the Plan is no longer a grandfathered health plan under the Patient Protection and Affordable Care Act.

(c) Internal Claims Process. The claims requirements of DOL Reg. section 2560.503-1 shall apply as the internal claims process except as provided under DOL Reg. 2590.715-2719, in any superseding guidance and below.

(1) Adverse Benefit Determination. An adverse benefit determination means an adverse benefit determination as defined in DOL Reg. 2560.503-1, as well as any rescission of coverage, as described in DOL Reg. 2590.715-2712(a)(2).

(2) Full and Fair Review. A Claimant must be allowed to review the file and present evidence and testimony as part of the internal appeals process. Claimants must be provided, free of charge, with any new or additional evidence considered relied upon or generated by the Plan in connection with the claim sufficiently in advance of the final adverse benefit determination to give the Claimant a reasonable opportunity to respond prior to that date. The Plan must also meet the conflict of interest requirements under DOL Reg. 2590.715-2712(b)(2)(D).

(3) Notice. A description of available internal and external claims processes and information regarding how to initiate an appeal must be provided. Notices of adverse benefit

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determinations must include the information required under DOL Reg. 2590.715-2719(b)(2)(ii)(E) as applicable. The final notice of internal adverse benefit determination must include a discussion of the decision. Notice must be provided in a linguistically appropriate manner as provided under DOL Reg. 2590.715-2719(e). The Plan must disclose the contact information for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2793.

(4) Deemed Exhaustion of Internal Claims Process. If the Plan fails to strictly adhere to the requirements of DOL Reg. 2590.715-2719(b)(2), the claimant may initiate an external review under Section 6.02(b)(2) or may bring an action under section 502(a) of ERISA.

(d) External Claims Process.

(1) State External Claims Process. If the Adoption Agreement specifies that the Plan is not subject to ERISA and the State external claims process includes at a minimum the consumer protections in the NAIC Uniform Model Act then the plan must comply with the applicable State claims review process.

(2) Federal External Claims Process. The plan must comply with the Federal external claims process of DOL Reg. section 2590.715-2719(d) and any superseding guidance if Subsection **(d)(1)** above is not applicable.

8. Dependent Care Assistance Accounts Limits. The maximum amount of expense that may be contributed/reimbursed in any Plan Year for the Dependent Care Assistance Account is $5,000 ($2,500 if the Participant is married and filing a separate return). The amount payable may also not be greater than the amount of the Participant's earned income or the earned income of his or her spouse. In the case of a spouse who is a student or a qualifying individual, Code section 21(d)(2) shall apply in determining earned income.

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed this _____ day of _____, 2012.

INYO COUNTY:

Signature:_____

Print Name: _____

Title/Position:_____

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INYO COUNTY

FLEXIBLE BENEFIT PLAN

SUMMARY OF MATERIAL MODIFICATIONS

The purpose of this Summary of Material Modifications is to inform you of a change that has been made to the Inyo County Flexible Benefit Plan. This change has affected the information previously provided to you in the Plan's Summary Plan Description. The Summary Plan Description is modified as described below.

Health Care Reimbursement Account

You will be entitled to receive reimbursement from this account for eligible expenses incurred by you, your spouse and dependents, if any. A dependent is generally someone who you may claim as a dependent on your federal tax return and also includes a child who is under the age of 27 through the end of the calendar year. You may receive reimbursement for eligible expenses incurred at a time when you are actively participating in the Plan.

Effective January 1, 2013, the maximum amount you may contribute to your Health Care Reimbursement Account each year is $2,500.

Effective January 1, 2011, medicines or drugs are eligible expenses for reimbursement under your Health Care Reimbursement Account only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin. Eligible expenses for reimbursement under your Health Care Reimbursement Account generally include all medical expenses that you may deduct on your federal income tax return, although health insurance premiums are not an eligible expense for the Health Care Reimbursement Account. All over-the-counter medicine or drug purchases must be substantiated before reimbursements may be made. A receipt accompanied by a copy of the related prescription is sufficient substantiation. Debit cards (if offered) may continue to be used for medical expenses other than over-the-counter medicines or drugs.

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For Clerk's Use Only:
AGENDA NUMBER

8

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Contract with the Echo Group for implementation of electronic client and billing record in the Substance Use Disorders program

DEPARTMENTAL RECOMMENDATION:
Request your Board approve the contract between the County of Inyo and the Echo Group for implementation of ShareCare Alcohol and Other Drug (AOD) clinical software in an amount not to exceed $40,180 for the period of January 1, 2013 to June 30, 2013; and authorize the Chairperson to sign the contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This contract with the ECHO Group is for the specific purpose of implementing the Echo Group's ShareCare AOD software module. We began implementation of an Echo ShareCare product for mental health billing in July 2010. At the same time we also began implementation of an Echo ShareCare product to result in an electronic healthcare record for mental health. This has been a difficult and arduous process with many lessons learned. On July 1, 2012 we became a certified provider for Drug Medi-Cal. We took this step in an attempt to maximize funding for our Substance Use Disorder (SUD) programs. We must be able to bill SUD services electronically in order to access Drug Medi-Cal or other payor sources. We do not currently have this capability. We have elected to separate the implementation of the AOD software module from our ongoing ShareCare maintenance contract in order to spell out in detail the implementation process and in this manner increase our protections in the contract. In the future, we will also be evaluating the new Echo Virtual Healthcare Record (VHR) for implementation as an integrated billing program and associated electronic healthcare record in both Mental Health and the SUD programs. With a stepped approach this fiscal year, we will be more able to evaluate each product and necessary implementation timelines. By next year, we will be able to fully evaluate each product and make a decision how best to move forward with the Echo product. It is our intent to bring one contract before your Board next fiscal year.

ALTERNATIVES:
Your Board could deny approval of this contract. This would result in an inability to produce a claim to draw down Drug Medi-Cal funds. HHS would need to identify a viable alternative and implement.

OTHER AGENCY INVOLVEMENT:
California Department of Health Care Services, Medi-Cal and Medicare programs.

FINANCING:
MHSA IT funds, Medi-Cal Administrative funds and Mental Health Realignment. This expense will be budgeted in Mental Health (045200) in Professional & Specialized Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: YES Date: 12/12/2012
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 12/19/2
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: 12/20/12
INFORMATION SERVICES DIRECTOR:	**INFORMATION SERVICES AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)* Approved: YES Date: 12/17/2012

DEPARTMENT HEAD SIGNATURE: Date: 1-3-13

(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND The Echo Group
FOR THE PROVISION OF Information Technology **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Information Technology services of The Echo Group of Conway, New Hampshire (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $40,180.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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	
Behavioral Health	Department
162 J Grove Street	Street
Bishop, CA 93514	City and State

Contractor:	
The Echo Group	Name
15 Washington Street	Street
Conway, NH 03818	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 The Echo Group
FOR THE PROVISION OF Information Technology **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Debbie Angelico
Signature

Debbie Angelico, CFO
Print or Type Name

Dated: 12/4/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND The Echo Group
FOR THE PROVISION OF Information Technology **SERVICES**

TERM:

FROM: January 1, 2013 **TO:** June 30, 2013

SCOPE OF WORK:

Attached Scope of Work; Exhibit A. 1 Implementation, Training and Conversion Services; Exhibit A. 2 Software Support and Maintenance; Exhibit A. 3 License; Exhibit A. 4 Software Customization; Exhibit A. 5 Travel Expense Reimbursement.

CANCELLATION:
Notwithstanding the terms of Paragraph 14. Cancellation- Maintenance fees will not be refunded to the County in the event County cancels the Agreement without cause. In the event the provision of Paragraph 22. Funding Limitations, apply, prorated maintenance fees will be refunded to the County. In the event Contractor cancels this Agreement for any reason whatsoever, prorated maintenance fees will be refunded to the County.

ASSIGNMENT:
Notwithstanding Paragraph 15 Assignment- County will not unreasonably withhold written consent to assign monies due under this Agreement.

ATTACHMENT A
SCOPE OF WORK

A. **SCOPE OF SERVICES AND DUTIES.**
The services to be provided by CONTRACTOR and the scope of CONTRACTORS duties include the following:

a) **DEFINITIONS**
Capitalized terms used in this Attachment will have the meanings given below or according to the context in which the term is used, as the case may be.

i) "Affiliate" of a party means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. As used in this definition, "control" means actual or equitable ownership of a majority of the voting shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.
ii) "Contract Documents" mean this Master Information System Agreement and any other agreements relating to this Agreement entered into between County and Echo pertaining to information systems services, installation, training, maintenance, customization, conversion services or software licensing; and all exhibits, schedules and attachments to the foregoing.
iii) "License" means the license granted by Echo to County pursuant to Exhibit A.3. of this Agreement.
iv) "Product Documentation" means any then-current manuals, technical materials or on-line help made available to County by Echo under any Contract Document.
v) "Services" means the software development, implementation, training, maintenance, consulting and other professional services provided by Echo pursuant to this Agreement or any of the other Contract Documents.
vi) "Software" means Echo's software products accessible to County under any Contract Document and includes proprietary databases, automated forms, source and/or object code and executable code versions thereof, as well as any associated intellectual property rights.
vii) "Specifications" mean a mutually agreed upon document that describes with particularity the functions to be performed by the Software.

b) **ECHO RESPONSIBILITIES**
Echo will provide the following Services (if and to the extent specified in an exhibit hereto) on the terms and conditions of this Agreement:

i) **Installation, Training and Conversion Services.** Echo will provide the installation, training and conversion services set forth on Exhibit A.1 in consideration for the fees set forth thereon. Additional services for custom programming and training by a written amendment hereto, unless otherwise specified in such amendment, shall be billed at rates current at the time services are provided.

Echo shall coordinate with County's Services Manager(s) to ensure that all tasks, deliverables, goods, services and other work are performed in a timely manner. If County objects to any personnel assigned by Echo to perform services in connection with the Agreement, Echo shall assign other personnel acceptable to County.

Quality of Services. Echo warrants, for the sole benefit of the County, for a period of ninety (90) days commencing when the Services are performed (the "Warranty Period"), that the Services will be performed in a workmanlike manner consistent with industry standards

reasonably applicable to the performance of such Services. If County believes there has been a breach of this warranty, it must notify Echo in writing prior to the expiration of the Warranty Period stating, in reasonable detail the nature of the alleged breach. Without admitting or denying whether the Services have breached the warranties of this Section, Echo may, at its election, re-perform the affected Services or refund the amounts paid by County to Echo on account of such Services; and the parties agree and acknowledge that the foregoing shall represent County's exclusive remedy under this Section.

ii) **Support Services.** Echo will provide County with remote support services ("Support Services") for the Software and the accompanying Product Documentation listed on Exhibit A. 2. under the terms and conditions of this Agreement.

iii) **Grant of License.** Echo grants to County a nonexclusive, nontransferable perpetual license commencing on the Effective Date, to use the Software and accompanying Product Documentation listed in Exhibit A. 3. under the terms and conditions of this Agreement.

(1) **Warranty of Fitness**. Echo warrants, for the sole benefit of the County, that the Software will perform as indicated in the Product Documentation, provided that County performs its covenants and agreements and meets its representations and warranties as provided herein and in the other Contract Documents. Among other things, the County shall install the Software in a manner consistent with applicable specifications, shall follow training instructions with respect to the operation of the Software, and shall observe the operating, security, and data control procedures set forth in the Product Documentation and/or addressed in training and implementation services. Echo agrees to correct or replace, at no charge, any nonconformity of which it receives notice of during the Warranty Period.

(2) **Limitations**. Unless specifically provided in the Contract Documents or in an amendment thereto, the license to the Software provided in this Exhibit A.3. shall not include the right to receive maintenance releases, updates or enhanced versions of the Software. County may not transfer, sub-license, share, resell or lease the Software to any third party or otherwise use the Software as part of a commercial timesharing or service bureau operation or in any other resale capacity. County may use the Product Documentation solely in support of the Software.

(3) **Number of Users.** County is limited to providing the Software only to the number of concurrent users set forth on Exhibit A. 3. County may copy or reproduce the Software for internal back-up and archiving purposes only, and County may copy or reproduce the Product Documentation for internal use by County personnel only.

(4) **Title.** This Agreement does not convey to County title or ownership of the Software or the Product Documentation, but only a right of limited use in accordance with this Agreement. All terms and conditions of this Agreement are material terms of the license granted by this Agreement.

iv) **Software Submissions.** Echo will customize its products to meet the requirements for submission to the states specified on Exhibit A. 4. The customized modifications shall be as described on Exhibit A.4. Unless otherwise set forth on Exhibit A. 4., Echo will not be responsible for making additional modifications as and when such states' requirements change; any such modifications shall be subject to amendment of this Agreement and such additional fees and charges as agreed by the parties.

v) **Confidentiality of Client Records.** In connection with entering into this Agreement, Echo and County will enter into the HIPAA Business Associate Agreement included as Attachment E. Furthermore, Echo and County acknowledge that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received by Echo from County that identifies or otherwise relates to the County's clients, Echo is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and may not use or disclose the information except as permitted or required by this Agreement or by law. Echo agrees to resist any efforts in judicial proceedings to obtain access to client records except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.

Each such exhibit which is completed and identified to this Agreement shall be deemed incorporated into and shall form a part of this Agreement from and after the date thereof, and shall be subject to the general terms and conditions of this Agreement.

c) **COUNTY RESPONSIBILITIES**

i) **Fees.** County agrees to pay Echo and/or authorizes Echo to charge against any applicable retainer the following fees on the terms and conditions set forth in this Agreement.

(1) Installation, Training and Conversion Services Fees. The fees for installation, training and/or conversion services as set forth in Exhibit A.1.

(2) Software Support and Maintenance Fees. The fees for support services as set forth in Exhibit A.2.

(3) License Fees. The fees for the License as set forth in Exhibit A.3.

(4) Software Customization Fees. The fees for Software submissions and related configuration and testing as set forth in Exhibit A.4.

(5) Fees for Additional Work. Except as noted in Exhibits A. 1 - A.5. as applicable, additional fees for services as requested in writing by County, unless otherwise specifically agreed, will be payable by County to Echo on a time and materials basis at Echo's published rates in effect at the time the services are provided.

ii) **Reimbursable Expenses.** County agrees to pay the travel and other expenses in accordance with Echo's standard policy as set forth on Exhibit A.5 (the "Reimbursable Expenses"). All Reimbursable Expenses will be invoiced to County on a monthly basis and are due and payable by County in accordance with the payment terms set forth in this Agreement.

iii) **Invoices.** Echo will submit invoices to County monthly, identifying the fees and Reimbursable Expenses in connection with the services provided by Echo and identifying the specific services provided by Echo to which the fees apply. If applicable, Echo will account in such invoices for charges against County's retainer (if any) during such period. [For any services performed on a time and materials basis, the invoice will also state the total number of hours worked by billable labor category.]

iv) **Terms of Payment.** Echo invoices are due and payable in full within thirty (30) days from the date of the invoice. All fees and Reimbursable Expenses shall be paid in United States Dollars, by check sent to Echo at the address first specified above or by wire transfer of funds to an account designated in writing by Echo.

v) **Interest Due Upon Late Payment.** Invoiced payments not received within thirty (30) days of invoice date shall be deemed late. Echo may add to any late payments an interest charge of one and one-half percent (1 1/2 %) per month compounded monthly, or the maximum rate allowed by law if less; this interest will begin to accrue on the thirty-first (31st) day after the invoice's due date and will accumulate on the outstanding balance until paid in full.

vi) **Payments Late By More Than Ninety (90) Days**. In the event that invoiced payments are not received within ninety (90) days of invoice date, County will, upon receipt in writing of Echo's request to do so, destroy or delete all copies of the Software and Product Documentation. In any such event, Echo shall be entitled, at its election by written notice to County, to declare County in material breach of this Agreement. Notwithstanding the foregoing, County will remain liable and responsible for all payments due under the Contract Documents, including without limitation all accrued fees and Reimbursable Expenses, through date of termination.

vii) **Services Manager**. County will designate one or more "Services Manager(s)" who will be authorized to give or obtain all information, decisions and approvals of County for Echo's Services. **Echo will propose a minimum of two staff members to serve as Echo's Services Manager(s) for this project. The County will have the ability to interview each of the staff members, and will request the Echo staff member to serve as Services Manager for the project, and this request will not be unreasonably denied.**

d) ADDITIONAL COUNTY RESPONSIBILITIES

i) Approvals and Information. County will respond promptly to any Echo request to provide information, approvals, decisions or authorizations that are reasonably necessary for Echo to perform the Services in accordance with the Contract Documents. Echo's request may also describe the course of action Echo intends to follow if it does not receive a timely response from County, which may include suspension of the affected Services. Echo will have the

right to review County's use of the Software for the purpose of verifying the number of concurrent users of the same.

ii) Responsibility for Use and Verification- County is solely responsible for the results of using the Software, hardware, equipment, Services, and other deliverables under the Contract Documents in its business operations. County is also solely responsible for testing and independent verification of such results prior to using them in its business.

iii) County's Failure to Provide Timely Response. If action or inaction by County prevents or delays Echo from performing the Services. Echo shall be entitled to an equitable adjustment in the schedule for performance and any compensation payable for performance of the Services, including any fees and Reimbursable Expenses. In such event, the parties will mutually agree upon an amendment to this Agreement or any exhibit hereto documenting the adjustments.

e) PROPRIETARY RIGHTS

i) County acknowledges that the Software and its Product Documentation constitute valuable trade secrets of Echo, and County agrees not to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software or extract or use any ideas, algorithms or procedures from the Software or Product Documentation for any reason. Except with respect to the license granted under this Agreement, Echo will own all intellectual property rights, title and interest in and to all work products developed by it under the Contract Documents. Notwithstanding the foregoing, Echo shall have no ownership interest in "Protected Health Information," as that term is defined in the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996; such Protected Health Information shall be governed by the provisions of the HIPAA Business Associate Agreement attached hereto as Attachment E.

ii) Possession of Source Code

(1) Source code and technical documentation for the product listed in Exhibit A.3 ('Source Code') will be delivered to County within thirty (30) days of the receipt of a written request under the following conditions:
(a) Declaration of bankruptcy by Echo
(b) Echo ceases support of the product listed in Exhibit A.3.

(2) Echo grants County the nonexclusive, nontransferable right to use a copy of the Source Code on the terms and conditions in this section and in this Agreement.

(3) County may use, modify and reproduce the Source Code only for the purpose of maintaining County's internal Software installation, and not for any other purpose. Without limiting the foregoing, County shall not secure the Source Code to modify or maintain the Software or any other software program for any other entity, or to create new software programs or functions.

(4) County shall maintain the secrecy of the Source Code and shall not disclose it to anyone outside the County. However, the County may allow a third party access to the Source Code for the purpose of maintaining County's internal Software installation, as long as the third party signs an agreement protecting the confidentiality of the Source Code.

(5) Such use of the Source Code would be limited to the licensing rights of the County as governed in this Agreement.

f) LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

i) **Warranty of Fitness.** Echo warrants the fitness of the Software for the purposes set forth in Section A.b)iii)(1) of this Agreement; however Echo makes no other warranties of fitness. Echo makes no warranty of any kind regarding third party software, hardware or equipment and is under no obligation to County with respect to the same.

ii) **Quality of Services.** Echo warrants, for the sole benefit of the County, for a period of ninety (90) days commencing when the Services are performed (the "Warranty Period"), that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If County believes there has been a breach of this warranty, it must notify Echo in writing prior to the expiration of the Warranty Period stating, in reasonable detail the nature of the alleged breach. Without admitting or denying whether the Services have breached the warranties of this Agreement, Echo may, at its election, re-perform the affected Services or refund the amounts paid by County to Echo on account of such Services; and the parties agree and acknowledge that the foregoing shall represent County's exclusive remedy under this Agreement.

iii) **Nonconformity and Correction.** County agrees to notify Echo in writing within 120 days of delivery of the Software of any Nonconformity affecting such Software, describing in reasonable detail such Nonconformity. As used in this Agreement "Nonconformity" means a reproducible condition in the Software that prevents the Software from performing the functions described in the Product Documentation and the Specifications such that the Software does not operate or cannot be used in a production environment. If County delivers to Echo a timely notice of Nonconformity and Echo determines that the items specified in the notice are in fact Nonconformities, Echo will modify the Software to remove the Nonconformity and will provide the modifications to County for testing. Echo's modifications will be made at no additional charge if the Software is being provided at a fixed price. If the Software is being provided on a time and materials basis, Echo's modifications will be made on a time and materials basis unless otherwise agreed in writing. Upon receipt of corrected Software from Echo, County will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Software to confirm that the identified and agreed-upon Nonconformities have been corrected. In the event that any Nonconformity persists through three (3) correction cycles as described herein, then Echo shall refund to County all amounts paid by County with respect to such Software and any affected Services, which shall constitute County's sole remedy in connection with such Nonconformity.

iv) **Insurance Liability and Loss.** Echo's liability for damages of any kind, regardless of the form of action or theory of liability, shall not exceed Echo's insurance coverage. To the extent that a claim is not within Echo's insurance coverage, Echo's liability shall not exceed:

(1) In the event of damages associated with a service or hardware product, the fee paid by County for that service or hardware product under the applicable Exhibit; or

(2) In all other cases, the license fee paid by County for use of the software.

In no event shall Echo be liable under any contract, negligence, strict liability, or other legal or equitable theory for any special, incidental, punitive, exemplary, or excess costs of procurement ("cover cost"), indirect or consequential damages resulting from interruption of use, loss, or corruption of data, lost revenue, losses resulting from system shutdown, failure to accurately transfer, read, or transmit information, failure to update of provide correct information, stolen or misused passwords, system incompatibility or providing incorrect compatibility information, or breaches in system security, whether or not Echo has, or should have had, any knowledge, actual or constructive, of the possibility of such damages, and notwithstanding any failure of essential purpose of any remedy, arising out of or in connection with this agreement.

v) **Noninfringement**. Echo warrants that any original works of authorship provided by Echo pursuant to this Agreement including their use by County in unaltered form, will not, to Echo's knowledge, infringe any third-party copyrights patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America If a third-party brings an action against County making allegations that, if true, would constitute a breach of this warranty then Echo will, at its own expense, defend, indemnify and hold County harmless in such proceeding, and Echo will pay all reasonable settlements, costs, damages and legal fees finally awarded.

vi) **System Acceptance**

(1) System Acceptance shall occur when the entire System has been in production use with live data for all departments and users in full compliance with the Specifications and Requirements for at least sixty (60) continuous days (the "Trial Period") The Trial Period shall begin upon cut-over, after the completion of all End User Trainings.

(2) During the Trial Period, Echo will correct Defects with the System within the time frames established in the Scope of Maintenance Services attached to the Contract at Exhibit A.2. If Echo fails to comply with such time frames, the County shall be entitled to terminate the Contract for default, in addition to any other remedies that may be available under the Contract or at law.

(3) During the Trial Period, the County shall also be entitled to give Echo written Rejection Notices of any failure of the System or any component thereof to fully meet and comply with the Specifications and Requirements which shall be deemed a Defect.

(4) Upon receipt of a Rejection Notice during the Trial Period, Echo shall correct the issue and retesting and acceptance procedures should follow those noted in this Agreement.

vii) **Disclaimer.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY. ECHO MAKES NO WARRANTY OR REPRESENTATION THAT THE USE OF THE SOFTWARE AND/OR PRODUCT DOCUMENTATION WILL ENSURE THE COUNTY'S COMPLIANCE WITH ANY LAWS OR REGULATIONS, WHETHER CURRENT OR PROPOSED OR THAT MAY BECOME EFFECTIVE AT ANY FUTURE DATE.

g) GENERAL

i) **Integration.** The Contract Documents constitute the entire agreement between the parties relative to the licensing and use of the products listed in Exhibit A.3 and supersede all other prior or contemporaneous communications between the parties (whether written or oral) and all other communications relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in County's purchase orders, acknowledgments, shipping instructions, or other forms or in Echo's invoices, that are inconsistent with, or different from, the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.

ii) **No Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy; and no waiver will be effective unless it is in writing and signed by the waiving party.

EXHIBIT A.1
IMPLEMENTATION, TRAINING, AND CONVERSION SERVICES

A. TRAINING & IMPLEMENTATION SERVICES

The County has contracted for the number of hours of training and implementation services specified below. The County may purchase additional hours at the training and implementation rate noted below within one year of the date of this Exhibit A.1. Additional training and implementation hours purchased after this one-year period would be contracted for at the standard rate in effect at that time. Training and implementation hours will be delivered onsite, or remotely by webinar as appropriate and at the County's discretion, and will be billed monthly as incurred, and payment will be due according to the terms established in this Agreement.

Echo will provide a representative with knowledge and skills in both the Software and in the method of training the Software users and will train up to 12 internal local staff at a time. Echo's estimate of training hours reflects one training per topical area. Additional trainings may result in additional costs to the County. The County has the right to videotape trainings received and to reproduce materials provided solely for the use and purposes of training authorized County employees in the use of the Software for authorized purposes.

Training will focus on the following key areas relating to the ShareCare AOD Module, and each training will include an identified list of goals to be accomplished during the training, and will conclude with a review / assessment of progress against these goals.

1. System Administration
2. Client and provider setup and billing process
3. Configuration settings and access of system

Additional training in ShareCare, or related software, may be requested by the County up to the number of training hours included in this agreement that are not specifically used for ShareCare AOD Module implementation training.

Echo will provide a complete set of both end-user and database administrator manuals, if any, at the time of delivery of the software in electronic format. In addition, the following additional documentation will be provided during the course of training and implementation processes. Echo will provide all software documentation in an electronic format so the County can distribute them to County staff and other authorized users of the System:

1. Preliminary project plan
2. Final Project Plan
3. ShareCare Configuration Worksheets
4. ShareCare report samples with definitions
5. ShareCare screen prints of each screen in the application
6. Training Agendas
7. Training Outlines

EXHIBIT A.1
IMPLEMENTATION, TRAINING, AND CONVERSION SERVICES

Echo Provided Service	Number of Hours	Hourly Rate	Total Training & Implementation Cost
AOD Configuration: □ Creation and Setup of the AOD System of Care in ShareCare □ Setup of facilities, programs, associated billing and reporting information □ Medi-Cal billing test and verification with the State	58	$225.00/hr.	$13,050.00
ShareCare™ AOD and other training as approved	70	$225.00/hr.	$15,750.00

B. **CONVERSION SERVICES**

The conversion process from County's legacy system to Echo's AOD Module software includes two test conversions and one final conversion. The County may purchase additional conversion hours at the rate noted below within one year of the date of this Exhibit A.1. Conversion hours purchased after this one-year period would be contracted for at the standard rate in effect at that time. Conversion hours will be billed monthly as incurred, and payment will be due according to the terms established in this Agreement. Please note that Fiscal and Administrative conversion will be limited to the direct table conversion of the following information: client demographics, clinical, client payors, staff listings, self-pay balance forward. It is not intended to cover the conversion of historical service or receivables information.

Type of Data to be Converted	Estimated Number of Hours	Hourly Rate	Total Conversion Cost
CalOMS Data**	40	$225/hr.	$9,000.00

*Includes 20 hours for transition, plus 20 additional hours for consultation with California Department of Alcohol and Drug Programs if linkage to previous form serial numbers is required.

All services provided at the customer site exclude travel costs. Such travel costs are billed separately. See Exhibit A.5. for additional information relating to travel reimbursement.

EXHIBIT A.2
SOFTWARE SUPPORT AND MAINTENANCE

A. SUPPORT SERVICES

a) Echo shall provide telephone support for the Echo products as listed in Exhibit A. 3. Telephone support services will include assistance related to routine questions regarding use of the products, assistance in identifying and verifying the causes or suspected errors or malfunctions in the products, advice on detours for identified errors or malfunctions, where reasonably available, and advice on the best means for correcting operator error. Telephone support does not include Implementation or Training services or the development of new programs by County. Echo will make a good faith effort to respond to County requests for telephone support between the hours of Monday through Friday, and 8:30 a.m. to 5:30 p.m. P.S.T. within two hours, except for Echo holidays.

b) Telephone support specifically excludes any questions arising from:
   i. Modifications to software by persons other than Echo personnel
   ii. Products not listed in Exhibit A.3
   iii. Correction of operator error
   iv. County operating system, telecommunications and/or hardware products
   v. Third-party software products including but not limited to Delphi™, Cold Fusion™, any SQL engines and Crystal Reports ™

c) In the event that the resolution of a support case involves Echo's correction of a County data error, Echo will provide written documentation of the error identified and the script or other method used to correct the data. No data will be adjusted without the prior written consent of authorized County personnel.

d) The County agrees to assume responsibility for installation and maintenance of an Internet connection with a reliable connection speed as identified by Echo to enable access to your hardware configuration for purposes of remote support. An email address is also required for the purpose of upgrades and updates.

e) Echo reserves the right to refuse requests for support made by customers without a current agreement or with a receivable balance due to Echo in excess of thirty (30) days overdue.

f) Priorities and Escalation. Echo prioritizes its support requests and responds to those requests in the following fashion:
   i. A Priority 1 issue begins when the one of the following occur as a result of an Echo system failure to perform in accordance with its Software Documentation:
      (1) County formally reports that the County's system is down and inaccessible to all or a majority of County personnel. This may take the format of an email or other written communication.
      (2) County is unable to produce bills or create charges, or
      (3) County is unable to post payments
      (4) County receives audit findings directly related to a failure of the ShareCare product to produce required documentation and/or billing information in accordance with State of California and/or federal CMS regulations.

ii. These issues will receive immediate attention from support department management and the County's business analyst during the hours specified in paragraph A.a) listed above. Both will coordinate a plan of action as soon as practicable, and will provide regular updates to County personnel on the status and resolution of the issue. The Chief Executive Officer and / or the Director of Engineering will be notified if the issue is not resolved within four hours.

iii. It is understood that at the County's discretion, the County may be entitled to a claim against the maintenance fees paid during the applicable year in the event a Priority 1 issue results in downtime exceeding three business days. Such claim would be calculated as one-fifty-second (1/52) of the annual software support and maintenance fee for each three days that the system is down (no proration) up to the total software support and maintenance fee paid for that specific year.

iv. All other support issues are identified as Priority 2 issues. Each support case under this category is assigned to a Support Department Specialist and if the specialist is unable to provide an immediate resolution to the issue, they will involve other support, quality assurance and development personnel as required.

B. SOFTWARE UPDATES

a) Echo will provide the County with updated, enhanced versions of all Echo products described in Exhibit A. 3. The interval of updates and new features of updates will be at Echo's sole discretion, but will include consideration of all County requests. Funding source or County specific enhancements will be done only at standard Echo rates, as will the cost of incorporating enhancements into funding source or County specific software.

b) Shipment of updates, corrections, or other software by Echo will be by lowest cost carrier. Request by the County for faster shipment will result in all shipping costs being borne by the County.

C. HOSTING SERVICES

a) **Responsibilities**
Echo will maintain application, database, and communications servers adequate for County to operate the software defined in Exhibit A.3. Hosting will include:

i. Installation of all application software defined in Exhibit A.3
ii. Installation of all operating system and communications software necessary on the server to operate the software and number of users defined in Exhibit A.3.
iii. Creation of the initial database necessary for the operation of the application software.
iv. Maintenance of the application database, including indexes, stored procedures and triggers.

v. TCP/IP communications linkages accessible to County via the Internet.
vi. Adequate data storage capacity for application software operation.
vii. Network Monitoring.
viii. A full database back-up will be executed nightly, without interruption of system operation. In addition at least four (4) times during each Echo workday, a complete transaction log back-up will be made. Verification of successfully completed backup processes is included.
ix. Monitoring of key system metrics including: Threshold based monitoring of CPU utilization, file systems space utilization, and memory utilization.
x. Network/firewall monitoring.
xi. Server Redundancy: In order to maximize system availability, server redundancy will be maintained including web server and application server, as well as industry standard RAID data storage configuration. In addition Internet connectivity will have multiple broadband or faster connections.
xii. Security / Encryption: Echo will utilize industry standard digital certificates that provide a minimum of 128-bit encryption through Secure Socket Layer (SSL) technology to manage server-based security of County data and data communications.
xiii. Updates and System Maintenance.
xiv. Database and operating system software will be installed and maintained in operating order.
xv. Echo will provide updated versions of application, database and operating system software at intervals determined by Echo.
xvi. Echo will establish maintenance timeframe windows with County for required updates and general system maintenance that will limit access to the system.

b) County Responsibilities
i. System Support
(1) County shall provide all of the local equipment and operating systems necessary for operation of the products.
(2) County shall install and pay the cost of the high speed communication interface with the Internet with which the products will operate.
(3) From time to time, Echo may need the assistance of the County in diagnosing a support issue. The County will assist Echo in performing diagnostic activities in connection with a request for services under this Agreement.

D. TERM

ShareCare support and maintenance services for the AOD Module become effective on the effective date of this contract. Echo shall provide support and maintenance services from **January 1, 2013 through June 30, 2013**, and then in subsequent one year terms as part of the master support and maintenance contract between Echo and the County. Renewal occurs automatically after each one year term, contingent upon approval by the Inyo County Board of Supervisors and contingent upon approval of budgets in future fiscal years.

E. **REIMBURSEMENT**

EXHIBIT A.2
SOFTWARE SUPPORT AND MAINTENANCE

a) The County will reimburse Echo the support rate in effect as of the support renewal date. Invoicing for such support occurs approximately 60 days prior to its due date, and payment will be due according to the terms established in this Agreement.

b) The support rate is calculated based upon the number of concurrent Echo software licenses as listed in Exhibit A. 3. The rate in effect at the date of this Attachment are as follows:

Echo AOD Module Software	**Number of Users**	**Annual Support/ Hosting Cost**
ShareCare™ Hosting and Support and Maintenance, additional user	1	No Additional Charge

c) Echo will reimburse the County for fines, penalties, and/or billing disallowances that are a direct result of Echo's obligation to perform under the contract.

EXHIBIT A.3
LICENSE

A. LICENSE

County has agreed to purchase the following Echo software products:

Software Product	Number of Concurrent Users	Total Software License Cost
ShareCare™ License for Alcohol and Other Drug (AOD) Program	1	$2,380.00

B. PAYMENT TERMS.

Echo will invoice County for License fees as listed above upon the execution of the Contract.

EXHIBIT A.4
SOFTWARE CUSTOMIZATION

A. **SUBMISSIONS**

The following submissions are available for the software products listed in Exhibit A.3. Those submissions desired by County and included in this Exhibit A.4 have been so indicated. Payment of submission is due upon delivery to County.

Pricing as listed below represents the value of the submission with the specifications as of the date of this Exhibit. County will be responsible for the cost of incorporating specification changes made after this period or any changes requested by the County from the prior version of the applicable submission as of the date of this Exhibit.

State	Submission Name	Submission Cost
California	Standard 837, MediCal claim	No charge
California	Standard 835 Electronic Remittance	No charge
California	CalOMS Data Reporting	No charge

Any changes to these submissions required by the State of California within 6 months of contract signing will be provided at no charge. Any costs incurred after that date as a result of changes to the submissions will be shared among all California ShareCare customers. Echo agrees to work with other California ShareCare users to create a ShareCare California Users Group and agrees to attend meetings with this group on a bimonthly basis at no additional cost to the County. Echo anticipates that future allocation of costs related to California customizations will be performed by the User Group.

EXHIBIT A.5
TRAVEL EXPENSE REIMBURSEMENT

A. CONSIDERATION

Notwithstanding Paragraph 3. B. Travel and per diem, Contractor shall be reimbursed for travel and per diem in the event that additional training or on-site services are requested and approved under separate work order by County while Contractor is providing the services outlined in the Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Gail Zwier, Ph.D., whose title is Behavioral Health Director. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses.

B. POLICY

Echo will make every effort to split travel-related expenses among as many clients as possible and to minimize overall costs. Under no circumstances will the total expenses billed exceed actual expenses incurred. Echo will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at Echo's discretion within these general guidelines.

C. PROCEDURE

a) **Common Carrier Expenses**. Expenses such as plane, train, taxi, bus, rental car, etc. will be reimbursed based on actual expenditure. Plane, train, and rental car expenses must be supported through receipts. Taxi expense may include gratuity. Echo will attempt to schedule lowest possible cost transportation, but such scheduling will be based on Echo's other scheduling requirements and experience with various carriers. First class or business class will not be reimbursed by Echo or billed to clients without prior client approval. Final authority for scheduling is Echo's.

   Echo may utilize reimbursed travel to visit other non-paying clients or for other purposes. The client will not pay any costs over and above those, which would have been incurred, solely for the client.

b) **Meals.** Meals will be charged on a per diem basis. Normally, this will be set at $40.00 per day. Meals charged to hotel rooms will be included based on actual cost and will be excluded from the per diem at the per meal rates described above. Under no circumstances will meals purchased for client staff be billed back to the client.

c) **Rooms.** We permit clients to specify our staff accommodations. Our only requirements are that rooms should be quiet, clean contain telephones and TV, and be as accessible as possible to the work site. When more than one Echo staff person is traveling, we require separate accommodations. The client will be billed for actual expenditures based on hotel receipts.

d) **Mileage**. Clients will be billed at $.50 per mile from Echo's offices, including travel to and from airports. Tolls and parking will be charged in addition.

e) **Staff Time Charges.** Clients will be billed for actual Echo staff time utilized in a given day. Days that are used solely for travel will not be billed to the client for Echo staff time. Staff time used for client-related work on those days will be billed only for time actually used. Days on

which service is provided which include travel time, will be billed for the combined time, up to eight hours. For example, our staff person leaves home at 6:00 a.m. for a 10:00 a.m. session in Philadelphia. He/she leaves at 3:00 a.m. for home. An eight hour day will be charged to the client. All travel related expenses will be charged even on days in which staff time is not.

f) **Multi-Client Expense Allocation**. Echo will make every effort to split travel-related expenses among as many clients as possible. Under no circumstances will the total expenses billed exceed actual expenses incurred. Echo will attempt to charge expenses proportionate to those incurred by each client. All such allocations will be at Echo's discretion.

END OF EXHIBIT A

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND The Echo Group
FOR THE PROVISION OF Information Technology **SERVICES**

TERM:

FROM: January 1, 2013 **TO:** June 30, 2013

SCHEDULE OF FEES:

See Attachment B. 2. Schedule of Fees

ATTACHMENT B. 2
SCHEDULE OF FEES

Product/Service	Quantity	Cost Per	Maximum Contract Amount[1]
ShareCare™ License for Alcohol and Other Drug (AOD) Program	1	Tiered and Discounted	$2,380.00
ShareCare™ Hosting and Support and Maintenance, additional user, Annual Amount	1	Tiered and Discounted	No Additional Charge
AOD Configuration: • Creation and Setup of the AOD System of Care in ShareCare • Setup of facilities, programs, associated billing and reporting information • Medi-Cal billing test and verification with the State	58	$225.00/hr.	$13,050.00
CalOMS transition with the State[2]	40	$225.00/hr.	$9,000.00
Training: ShareCare AOD and other training as approved	70	$225.00/hr.	$15,750.00
		PROPOSAL TOTAL	**$40,180.00[3]**

[1]Any services that exceed the Maximum Contract Amount must be authorized by an Amendment executed by both parties.
[2]Includes 20 hours for transition, plus 20 additional hours for consultation with California Department of Alcohol and Drug Programs if linkage to previous form serial numbers is required.
[3]Contingent upon the availability of funds and approval by the Inyo County Board of Supervisors.

END OF ATTACHMENT B

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND The Echo Group
FOR THE PROVISION OF Information Technology **SERVICES**

TERM:

FROM: January 1, 2013 **TO:** June 30, 2013

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND The Echo Group
FOR THE PROVISION OF Information Technology **SERVICES**

TERM:

FROM: January 1, 2013 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND The Echo Group
FOR THE PROVISION OF Information Technology **SERVICES**

TERM:

FROM: January 1, 2013 **TO:** June 30, 2013

HIPAA Business Associate Agreement

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract") by and between the Inyo County Health and Human Services Behavioral Health division, referred to herein as Covered Entity ("CE"), and The Echo Group, referred to herein as Business Associate ("BA"). This Agreement is effective as of January 1, 2013(the "Agreement Effective Date").

RECITALS

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

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

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

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

1. **Definitions**

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

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

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations

under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

a. **Material Breach**. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

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

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations

concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Assistance in Litigation of Administrative Proceedings**

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

7. **No Third-Party Beneficiaries**

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

8. **Effect on Contract**

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

9. **Interpretation**

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

END OF ATTACHMENT E

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Health & Human Services - ESAAA

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Amendment Number 1 of the Standard Agreement for Contract Number AP-1213-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number 1 to Standard Agreement for Contract Number AP-1213-16, between the County of Inyo and the California Department of Aging, increasing the overall allocation by $11,454, for a total contract amount of $762,332, and authorize the Chairperson to sign the Standard Agreement Amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract amendment provides for the allocation of reconciled One-Time-Only (OTO) Title III and VII funds for the Area Agency on Aging (AAA) FY 2011-12 contract and reallocation of unspent federal funds. It also includes AAA's approved funding transfer requests. This increase will expand/enhance services provided under this Agreement.

The additional $11,454 is as follows: $1,507 for IIIB Supportive Services, $16 for IIIB Ombudsman services, $199 for VIIB Ombudsman services, $1,026 for IIIC1 Congregate Nutrition services, $1,634 for NSIP C1 for congregate meals, $621 for IIIC2 Home Delivered services, $3,316 for NSIP C2 for home delivered meals, $228 for IIID Disease Prevention services, $2,837 for IIIE Family Caregiver services and $70 Title VII Elder Abuse Prevention services. The IIIB Supportive Services, Congregate Nutrition, Home Delivered, and NSIP funds will result in an amendment with the Mono County contract in order for the additional funds to be allocated appropriately between the two counties. Acceptance of these funds will also result in additional funds for the Ombudsman contract.

ALTERNATIVES:

Receipt of this additional funding is contingent upon the execution of this Amendment.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, Legal Services, Ombudsman

FINANCING:

State and Federal dollars. Total amount of this contract is $762,332, and is budgeted as revenue in the ESAAA budget (683000) in the State and Federal revenue object codes. Total federal dollars = $495,223, and total State dollars = $267,109.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/12/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: Yes Date 12/13/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 12/17/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jan Turner Date: 12-17-12

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

EDMUND G. BROWN JR. *Governor*

CALIFORNIA DEPARTMENT OF AGING
1300 National Drive, Suite 200
SACRAMENTO, CA 95834
Internet Home Page: www.aging.ca.gov
TDD Only 1-800-735-2929
FAX Only (916) 928-2500
(916) 419-7531

November 26, 2012

To: County of Inyo

Enclosed are four Standard Agreements for Contract Number AP-1213-16, Amendment 1, in the amount of $ 762,332.00 which increases the contract amount by $ 11,454.00. Any additional documents that need to be submitted with this contract are checked below:

☐ Insurance Certificate or letter of self-insurance for: ☐ General Liability (7/1/2013)
☐ Auto (7/1/2013)
☐ Professional (7/1/2013)

☑ Resolution (True) ☐ No Resolution (False)

☐ No Documents Required

Please sign and return all four copies of the Contract and any additional documents required to:

California Department of Aging
1300 National Drive, Suite 200
Sacramento, CA 95834

If you have any questions, please contact me at (916) 419-7157. Thank you.

Don Fingado
Contract Analyst
California Department of Aging

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To learn more about saving energy, visit the CDA web site at **www.aging.ca.gov**

RECEIVED NOV 30 2012

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
AP-1213-16	1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

   STATE AGENCY'S NAME
   California Department of Aging

   CONTRACTOR'S NAME
   County of Inyo

2. The term of this Agreement is July 1, 2012 through June 30, 2013

3. The maximum amount of this Agreement after this amendment is: **$ 762,332.00** Seven hundred sixty-two thousand three hundred thirty-two and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

   This contract amendment provides for the allocation of reconciled One-Time-Only (OTO) Title III and VII funds from the Area Agency on Aging (AAA) FY 2011-12 contract and reallocation of unspent federal funds. It also includes AAAs' approved funding transfer requests. This increase will expand/enhance services provided under this Agreement.

   Exhibit B, pages 11 and 12, titled Budget Display, amendment 1, is attached and replaces the original Exhibit B, pages 11 and 12, Budget Display.

   The Budget, amendment 1, is hereby incorporated by reference and replaces the original Budget.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* County of Inyo		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 163 May Street BISHOP CA 93514		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Dyanne Macias, Manager, Contracts and Business Services Section		☒ Exempt per: Mello Grunland Older Californians Act
ADDRESS 1300 National Drive, Suite 200, Sacramento, CA 95834		

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
10

FROM: Public Works Department

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Approve Amendment No. 2 to the Contract for engineering services with Eastern Sierra Engineering of Reno, Nevada (ESE).

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Amendment No. 2 to County of Inyo Standard Contract No. 156 between the County of Inyo and ESE for engineering services in an amount not to exceed $21,576.00 for the Sunland Drive Bicycle Lanes Project, increasing the total contract amount from $45,380.00 to $66,956.00;

2. Authorize the chairperson to execute Amendment No. 2, contingent upon obtaining appropriate signatures and upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Public Works Department recently awarded a contract to ESE to provide engineering and environmental services for various Public Works projects on an as-needed basis. ESE is currently providing services under this contract for materials testing services for the Sabrina Road Bridge Replacement Project and for pavement investigation services for the Independence Town Road Rehabilitation Project.

The Public Works Department engineering staff is currently working on the preliminary design of the Sunland Drive Bicycle Lanes Project. The project consists of widening the paved portion of the roadway to accommodate 4-foot wide bicycle lanes on both sides of the roadway. The widened portions of the roadway will be paved with a 2- to 3-inch thick section of hot-mix asphalt, and bicycle lane striping, pavement markings, and roadway signage will be installed.

The Sunland Drive Bicycle Lanes Project is federally funded, therefore, compliance with the National Environmental Policy Act (NEPA), in addition to compliance with the California Environmental Quality Act (CEQA), is required. The California Department of Transportation, who is the lead agency for NEPA compliance, is requiring that cultural resources studies be performed for the project. Based on the history of the area, the presence of both archaeological and historical artifacts are likely within the Sunland Drive project limits. The Public Works Department has requested that ESE provide environmental services for the project, which will consist of preparing an Archaeological Survey Report, a Historic Properties Survey Report, and a CEQA Categorical Exemption. The cost of these services is estimated at $21,576.00.

The Sunland Bicycle Lanes Project is funded through the Transportation Enhancement (TE) program as a bicycle lanes project. The project is 100 percent federally funded, with Toll Credits funding the 11.47 percent match required for the project. Therefore, because funding is available, and no county-funded match is required, the Public Works Department is requesting that the board approve this contract amendment.

ALTERNATIVES: The board could choose not to approve Amendment No. 2 for environmental studies for the project. This is not recommended because the Public Works Department does not have the qualified personnel needed to perform these services. If the board elected not to approve the Amendment, the Public Works Department would need to identify another consultant to perform these services. Additionally, funds for the engineering component of the project will not be released until the environmental component of the project is complete. The state approved an 18-month time extension

for applying for engineering funds, which expires in December 2013. Only one time extension can be approved for any component of the project. Therefore, delays in completing the environmental component may jeopardize funding for both engineering and construction.

OTHER AGENCY INVOLVEMENT:
The auditor's office to make payments to the consultant;
County counsel to review and approve Amendment No. 2;
Caltrans to reimburse the county for project costs as described below.

FINANCING: The project is funded by the federal Transportation Enhancement program (TE), which will reimburse the county for 100 percent of the environmental cost of the project. The project is eligible for Toll Credits, which will fund the 11.47 percent match for the project. Section 1044 of the Intermodal Surface Transportation Efficiency Act permits states to apply the value of certain highway expenditures funded with toll revenues toward the required state match on current federal-aid projects. The TE program will reimburse the county for 88.53 percent of the project and the Toll Credits Program will pay the remaining 11.47 percent match.

The cost of environmental services will be paid through budget unit 034601, State Funded Roads, object code 5737, Sunland Drive Bicycle Lanes. The county will be reimbursed upon submittal of progress invoices for expenditures actually made. The funds will initially be loaned from the road fund, which will then be reimbursed with TE and Toll Credits funds. The cost for environmental services has been included in the Department Budget for 2012/2013.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: Yes Date 1/8/13
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: Yes Date 1/8/13
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) Lyn M. Illingsworth Date: 1/8/13

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE SUNLAND DRIVE RESURFACING AND BICYCLE LANES PROJECT

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eastern Sierra Engineering of Reno, Nevada (hereinafter referred to as "Consultant"), have entered into an Agreement for the Provision of engineering services dated June 15, 2012, on County of Inyo Standard Contract No. 156, for the term from June 15, 2012 to June 15, 2015.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below;

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

County and Consultant hereby amend such Agreement as follows:

2. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed Sixty-Six Thousand, Nine Hundred Fifty-Six Dollars and No Cents ($66,956.00) (hereinafter referred to as "Contract limit").

3. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for environmental services for the Sunland Drive Bicycle Lanes Project as described in Eastern Sierra Engineering's proposal entitled *Environmental Studies, Sunland Drive Bicycle Lanes Project,* dated October 15, 2012, which is included in Attachment A2 to the Contract.

4. Eastern Sierra Engineering's fees for the scope of work described in Attachment B2 to the Contract shall be the fees described in Eastern Sierra Engineering's proposal entitled Environmental *Studies, Sunland Drive Bicycle Lanes/South Bishop Resurfacing Project,* dated October 15, 2012, which is included as Attachment B2 to the Contract.

The effective date of this amendment to the Agreement is January 15, 2013.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE SUNLAND DRIVE RESURFACING AND BICYCLE LANES PROJECT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, 2013.

COUNTY OF INYO

By: _____

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

CONSULTANT

By: _____

Dated: _____

Taxpayer's Identification Number:

_____

ATTACHMENT A2

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE SUNLAND DRIVE RESURFACING AND BICYCLE LANES PROJECT

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCOPE OF WORK:

The scope of work described in the original Contract, dated June 15, 2012, is revised to include additional tasks required for environmental services for the Sunland Drive Resurfacing and Bicycle Lanes Project. The scope of services and estimated fee for these services shall be in general accordance with Eastern Sierra Engineering's proposal entitled *Environmental Studies, Sunland Drive Bicycle Lanes Project,* dated October 15, 2012 which is included in Attachment A2 to this amendment.

EASTERN
SIERRA
ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

October 15, 2012

12.1.36

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

Environmental Studies
Sunland Drive Bicycle Lanes/South Bishop Resurfacing Project

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for Environmental Studies Services for work associated with the Sunland Drive Bicycle Lanes/South Bishop Resurfacing Project located in Bishop, California. This proposal is based on our discussions on 9/12/12 and the Preliminary Environmental Study (PES) Form and Area of Potential Effect provided by Inyo County (County). Panorama Environmental. Inc. (Panorama) will provide the environmental studies for this project as a sub-consultant to ESE. We understand the County will prepare final plans and specifications for the reconstruction/rehabilitation of approximately 3.8 miles of Sunland Drive from the intersection of US Highway 395 to the intersection of West Line Street to be constructed during the 2014 construction season. The design will include the addition of two, four foot wide bicycle lanes on Sunland Drive.

Environmental Studies
It is assumed that the project will qualify for a Categorical Exemption (CatEx) under CEQA. Panorama's scope of work (attached) will include the following tasks:

- Preparation of cultural resources studies as required in the PES
- Preparation of a CEQA CatEx

Fees for ESE's services would be provided on a time and expense basis utilizing the rates shown in the attached Standard Rate Schedule. With the scope outlined above we estimate the fees for our services to be $21,576. The attached Estimated Cost Summary presents a breakdown of our estimate. The actual costs could be higher or lower than presented as they are directly influenced by project scheduling, workmanship and material quality, weather and other factors out of our direct control.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.

Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: Estimated Cost Summary
Eastern Sierra Engineering's Standard Rate Schedule
Panorama Environmental, Inc. Proposal

PANORAMA
ENVIRONMENTAL, INC.

September 27, 2012

Shawn Jenkins
Eastern Sierra Engineering
415 Towne Drive
Reno, Nevada 89521

Subject: Proposal for Bishop and Sunland Drive Pavement Resurfacing Project

Dear Shawn:

Panorama Environmental, Inc. (Panorama), is pleased to provide this proposal for environmental services on the Bishop and Sunland Drive Pavement Resurfacing Project. This proposal confirms our conversations over the last week. We have also spoken with Caltrans to clarify the scope of this effort.

If you have any questions regarding this proposal, please contact me at (650)340-4803.

Sincerely,

Susanne Heim
Project Manager

Enclosures:
Appendix A Scope of Work and Budget
Appendix B Panorama Rate Sheet

APPENDIX A – SCOPE OF WORK AND BUDGET

PANORAMA
ENVIRONMENTAL, INC.

SCOPE OF WORK FOR THE BISHOP AND SUNLAND DRIVE RESURFACING PROJECT

This scope of work has been prepared for the Bishop and Sunland Drive Resurfacing Project, Caltrans project numbers RPL-5948(064) and RPSTPLE-5948(077). Caltrans project number RPL-5948(064) involves widening and rehabilitation of 3.8 miles of Sunland Drive to construct bicycle lanes. Caltrans project number RPSTPLE-5948(077) involves pavement improvements to 3.8 miles of Sunland Drive. Preliminary Environmental Studies Forms (PES) were completed for the project in 2012. The PESs identified the following studies that need to be prepared for this project:

- Noise technical memorandum
- Air quality technical memorandum
- Water quality technical memorandum
- Biological resources (unspecified)
- Cultural resources (Area of Potential Effect (APE map), Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR)

Panorama staffs spoke with Caltrans staff who identified that only the cultural resource work needed to be performed by a consultant and that the noise, air, water quality, and biological resource memorandum's would be prepared by Caltrans in-house staff. Caltrans has already prepared the APE map for the cultural survey work.

It is assumed that the project would qualify for a Categorical Exclusion (CE) with appropriate Technical Studies under NEPA and a Categorical Exemption (CatEx) under CEQA. Panorama's scope of work includes the following tasks:

- Preparation of cultural resource studies as required in the PES (Task 1)
- Preparation of a CEQA CatEx (Task 2)

TASK 1: ARCHAEOLOGICAL SURVEY

Panorama will oversee preparation of an ASR and HPSR according to Caltrans requirements. The documents will be prepared to support the Section 106 process and Caltrans requirements for a CE determination. ASM Affiliates (ASM), will perform the cultural studies and prepare the HPSR and ASR. Draft documents will be submitted to the County for review and comment. Revised documents will be prepared following receipt of County comments and provided to Caltrans for review and comment. Final documents will be prepared upon receipt of Caltrans comments.

APE Map
Caltrans has prepared an APE map for the proposed projects. ASM will use the APE prepared by Caltrans.

ASR
ASM will perform a Class I records search, including a review of site records, survey reports, National and California register listings, and other relevant documents at the California Historical Resources Information System. The record search will be conducted for a ½-mile radius from the centerline of the road. A Class III cultural resources inventory (pedestrian survey) will be conducted within the project APE for the bicycle lands as defined by Caltrans. A field survey is not required for the pavement improvements within the existing roadway. The results of the records search and field work will be summarized and examined in a formal ASR.

HPSR
ASM will prepare an HPSR to document completion of the identification phase, completion of National Register eligibility evaluation of the resources within the project APE, and, if relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. The APE Map and ASR will be attached to the HPSR as supporting documentation.

TASK 2: CEQA

Panorama will prepare a CEQA CatEx Form for the Bishop and Sunland Drive Resurfacing Project. The project is expected to qualify for a CatEx under Article 19 of CEQA Guidelines §15302. Panorama will coordinate with the County regarding CEQA compliance. The CatEx Form will be submitted to the County for review and approval.

BUDGET

ESTIMATED COSTS

Budgets for each task are presented below.

Project Budget	
Task	**Estimated Costs**
Task 1: Cultural Resources	$14,608
Task 2: CEQA	$1,970
TOTAL	**$16,578**

ASSUMPTIONS

- Only an ASR and HPSR would be prepared.
- No in-person meetings are included. Limited phone calls between Panorama, Eastern Sierra Engineering, the County and Caltrans are included as budget allows
- If the technical memorandums cannot be performed by Caltrans in-house, Panorama can prepare them with a scope and budget amendment
- A CatEx from CEQA and a CE with Studies will be the appropriate documents to comply with CEQA and NEPA. If an Initial Study and/or Environmental Assessment is required a scope and budget amendment may be required.

SCHEDULE

A schedule for completion of work is presented below.

Project Schedule	
Task	**Completion from Notice to Proceed**
Task 1: Cultural Resources	4 weeks
Task 2: CEQA	4 weeks

ATTACHMENT B2

AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE SUNLAND DRIVE RESURFACING AND BICYCLE LANES PROJECT

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCHEDULE OF FEES:

Eastern Sierra Engineering's fees for the scope of work described in Attachment A2 to the Contract shall be the fees described in the *Estimated Cost Summary Table* and the *2012 Standard Rates for Technical Services* in Eastern Sierra Engineering's proposal entitled *Environmental Studies, Sunland Drive Bicycle Lanes Project* dated October 15, 2012 which is included as Attachment B2 to Amendment No. 2.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A2, *Scope of Work.*

The fee and hours summary shown in Attachment B2 are estimates of probable costs, and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the consultant. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

Estimated Cost Summary
Environmental Studies
Sunland Drive Bicycle Lanes/South Bishop Resurfacing Project

	ESE Labor			Subconsultant		
Item	Principal Engineer	Senior Engineer	Travel	Panorama	10% mark-up	Total Price
	$ 130/hr	$ 115/hr	$ 70/hr			
Preliminary Engineering Support	4	12				
Environmental Studies	4	8		$ 16,578	$ 1,658	$ 18,236
Total Hours	8	20	0			
Total Cost	**$ 1,040**	**$ 2,300**	**$ -**			**$ 18,236**

Total ESE Labor Cost	$ 3,340
Total Environmental Studies	$ 18,236
Total Estimated Project Cost	**$ 21,576**

EASTERN SIERRA ENGINEERING

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive, Suite A
Reno, NV 89521-9696
www.esengr.com

2012 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	$170.00/hour
Principal Engineer	$130.00/hour
Project Manager	$115.00/hour
Senior Engineer	$115.00/hour
Project Engineer/Designer	$100.00/hour
Staff Engineer/Designer	$95.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	$100.00/hour
Technician/Inspector (Prevailing Wage)	$95.00/hour
Senior Technician/Inspector (Regular Wage)	$85.00/hour
Technician/Inspector (Regular Wage)	$75.00/hour

II. Expenses

A. Expenses

Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	$20.00/each
Pachometer	$7.50
Torque Wrench	$4.00
Skidmore	$7.50
Ultrasonic Equipment	$10.00

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Laboratory Testing

Tests	Unit Price/Test
Index Tests	
Moisture Content (ASTM D2216)	$20.00
Moisture Content and Dry Density	$35.00
Atterberg Limits (ASTM 4318)	$85.00
Particle Size Analysis	
Sieve	$80.00
Minus #200 (ASTM D 1140)	$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	$200.00
Specific Gravity	
Soils (ASTM D 854)	$80.00
Fine Aggregate w/ Absorption (ASTM C128)	$75.00
Coarse Aggregate w/ Absorption (ASTM C 127)	$80.00
Moisture-Density Relations	
Standard Proctor (ASTM D 698)	$165.00
Modified Proctor (ASTM 1557)	$165.00
Compaction Check Point	$55.00
Rock Correction per Test	$75.00
Aggregate Testing	
Clay Lumps and Friable Particles (ASTM C 142)	$75.00
Flat and Elongated	$100.00
Fractured Faces (Nev T 230)	$80.00
Sand Equivalent (ASTM D 2419)	$75.00
Organic Impurities (ASTM C40)	$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	$60.00
Sodium Soundness of Aggregates (ASTM C88)	$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	$130.00
Durability Index, coarse and fine	$160.00
Cleanness	$140.00
Other Testing	
R-Value Untreated Field Sample (ASTM D2844)	$230.00
Concrete Testing	
Compression of Concrete Cylinder (ASTM C39)	$25.00
Compression of Grout Cylinder (UBC 24-28)	$20.00
Compression of Mortar Cylinder (UBC 24-22)	$20.00
Hold Cylinder (cured not tested)	$12.00
Flexural Strength of Concrete Beams (ASTM C78, C293)	$50.00
Concrete Trial Batch	$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition	$100.00
Aggregate Gradation	$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	$75.00
Marshall Stability and Flow (ASTM D1559)	$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	$90.00
Unit Weight of Asphalt Core (ASTM D2726)	$25.00
Hot Mix Asphalt Mix Design	upon request
Swell of Bituminous Mixtures	$150.00
Moisture Content of Asphalt Mixture	$40.00
Effects of Moisture on AC Mixtures (ASTM D4867)	$500.00
Moisture Vapor Susceptibility	$150.00

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	$55.00
H20 Analysis, Chloride, and Sulfate Content	$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for and agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

For Clerk's Use Only:
AGENDA NUMBER

11

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

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

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Board of Supervisors Committee Appointments for calendar year 2013

DEPARTMENTAL RECOMMENDATION: - Request approval of the 2013 Board of Supervisors committee assignments as recommended by Chairperson Supervisor Linda Arcularius.

SUMMARY DISCUSSION: - Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees and commissions upon which the Board of Supervisors has representation. The requirement for Board of Supervisor representation on the various boards, committees and commissions may come from a variety of sources including but not limited to state law, county law, and/or Inyo County Board of Supervisors order. At this time your Board is asked to make the necessary appointments as requested by this year's Chairperson, Supervisor Linda Arcularius.

ALTERNATIVES: Your Board could choose to change any of the recommended appointments.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no expected fiscal impact associated with this request.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 1-3-13
(The Original plus 20 copies of this document are required)

BOARD APPOINTMENTS TO COMMITTEES FOR 2013
ACTIVE and AD HOC COMMITTEES ONLY

Agricultural Resources Advisory Board	Matt Kingsley alt. Rick Pucci
Aviation Advisory Committee Northern	Jeff Griffiths and Rick Pucci
Aviation Advisory Committee Southern	Matt Kingsley and Mark Tillemans
BLM Resource Steering Committee	Matt Kingsley
CSAC (California State Association of Counties)	Jeff Griffiths alt. Rick Pucci
Child Care Planning Council	Mark Tillemans
Child Support Services Regional Oversight Committee	Mark Tillemans
Children and Families First Commission	Mark Tillemans
Children's Services Council	Jeff Griffiths
City of Bishop Liaison Committee	Jeff Griffiths and Rick Pucci
County Service Area No. 2 Advisory Board	Linda Arcularius
Eastern Sierra Area Agency on Aging Advisory Council	Matt Kingsley
Eastern Sierra Committee (COG)	Jeff Griffiths and Linda Arcularius
Eastern Sierra Interagency Visitors Center	Matt Kingsley
Emergency Medical Care Committee	Mark Tillemans
Foster Care Commission	Jeff Griffiths
Financial Advisory Committee	Linda Arcularius and Rick Pucci
Great Basin Unified Air Pollution Control District *	Matt Kingsley and Linda Arcularius
Indian Gaming Local Community Benefit Committee	Rick Pucci and Mark Tillemans
Integrated Solid Waste Management Task Force	Linda Arcularius
Integrated Solid Waste Management Hearing Panel	Mark Tillemans
Inter Agency Committee on Owens Valley Land & Wildlife	Matt Kingsley
Inyo Council for the Arts	Linda Arcularius
Inyo Fish & Wildlife Commission	Rick Pucci
Juvenile Justice Coordinating Team (2000)	Linda Arcularius
Law Library Board of Trustees	Rick Pucci
Local Agency Formation Commission *	Rick Pucci and Jeff Griffiths
Local Transportation Commission *	Rick Pucci and Matt Kingsley
Mental Health Advisory Board	Rick Pucci
National Association of Counties (NACo	Linda Arcularius alt. Rick Pucci
Workforce Investment County (formerly Private Industry Council)	Mark Tillemans
Quadstate Local Government Authority	Matt Kingsley
Random Access Network Board (R.A.N.)	Rick Pucci
Regional Council of Rural Counties (RCRC)	Linda Arcularius alt. Matt Kingsley
Standing Water Committee	Linda Arcularius and Rick Pucci
Yucca Mountain Program Representatives	Matt Kingsley and Linda Arcularius
Community Focused Court Planning Team	Linda Arcularius
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy (2 years appt. beginning 1-18-05) *	Linda Arcularius
Internal Operations Committee (2 Board Members)	Linda Arcularius and Rick Pucci
Western Counties Alliance Board of Directors	Linda Arcularius

For Clerk's Use Only:
AGENDA NUMBER

12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Supervisor Linda Arcularius

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: RCRC's Proposed Revisions to the Draft 2013-14 RCRC Policy Principles

DEPARTMENTAL RECOMMENDATION: - Request review, discussion and possible direction to the Board's RCRC Representative, Supervisor Linda Arcularius, regarding the proposed Revisions to the Draft 2013 RCRC (Regional Council of Rural Counties) Policy Principles.

SUMMARY DISCUSSION: Every two years the RCRC Board of Directors adopts the Policy Principles. These policies help to guide RCRC staff when they review proposed legislation or regulations in order to determine the appropriate position for RCRC to take on the issues identified. The Policy Principles have been amended over the years, and the sitting Board at that time was provided with a copy of the proposed changes. RCRC staff is again recommending changes to the adopted policies. Because of some of the issues being addressed by the changes, I am asking for guidance and direction regarding Inyo County's position on the Platform.

ALTERNATIVES: Your RCRC Delegate awaits your Board's direction regarding the County's position on the Platform.

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) Linda Arcularius Date: 1-9-13
(The Original plus 20 copies of this document are required)

Regional Council of Rural Counties
2013-14 Policy Principles

AGRICULTURE

Agriculture is a major industry for California second only to tourism. With 88,000 farms and ranches, California agriculture is a $37 billion industry that generates $100 billion in related economic activity. California agriculture is a highly adaptable and diverse industry encompassing more than 350 plant and animal commodities that feed the state, the nation, and the world.

Agriculture also plays a number of other vital and diverse roles in the California landscape. California agriculture provides for much needed open space in an ever increasing urban California, national security through the raising of our own fruits and vegetables, meat, poultry and other agricultural products, residual products for biomass to create a clean alternative energy source, science based research and development through major universities, agri-tourism, preservation of habitat, and the reduction of green house gases.

Much of the state's agriculture is rooted in California's rural counties and it is imperative that policies affecting the industry such as water, land use, taxation, and numerous others create an environment that will allow our farmers and ranchers to continue to provide the safest and most nutritious products that feed not only our state but the world, as well as the additional critical benefits of California agriculture.

BIOTECHNOLOGY

Agricultural biotechnology is a collection of scientific techniques that are used to create, improve, or modify plants, animals, and microorganisms. Agricultural crops developed utilizing biotechnologies are often referred to as genetically engineered, genetically modified, or bioengineered. The U.S. is the largest producer of genetically modified crops, one of the largest producers of organic crops, and one of the largest exporters of conventionally-grown, identity preserved crops in the world. Coexistence among the three categories of crops is a distinguishing characteristic of U.S. agriculture, and makes it different from some other parts of the world.

Adventitious Presence. Adventitious presence (AP) is the unintentional, low level presence of transgenic material in seed, grain, or food. Until such time as the U.S. Department of Agriculture (USDA) adopts a comprehensive policy, RCRC supports the practice of local, regional, and state-level stakeholders developing rules, practices, standards (e.g., planning of flowering and harvesting of different crops, grower districts, crop improvements and seed certification associations, seed sourcing standards, and noxious weed standards) that enable coexistence of

specialized or sensitive agricultural products and meet diverse consumer and marketplace demands.

Education. RCRC supports efforts by the food industry to educate consumers about biotechnology, as consumer perception and market acceptance will determine the viability of the technology and the products produced.

Federal Regulation. RCRC supports the rigorous, science-based federal regulation of biotech products. This includes the Food and Drug Administration's broad authority to regulate all foods that are derived from new biotechnology food crops, regulations that require a scientific basis for approval/disapproval of agricultural products both domestic and foreign, the Department of Agriculture's regulation of the movement, importation and field testing of genetically-modified crops, and the Environmental Protection Agency's establishment of limits for the amount of pest-control proteins present in foods derived from new genetically-modified crops.

Labeling. RCRC supports allowing, as a marketing tool, the voluntary labeling of products as not produced utilizing biotechnology if the label statements and/or advertising are not false or misleading, and the labeling and/or advertising meets established federal guidelines or standards, if any.

Research. RCRC supports policies including state funding for our universities that provide research and development of biotechnology techniques in agriculture to improve the productivity and competitiveness of California's agricultural and allied industries.

State Policy. RCRC supports a consistent statewide policy for the use of biotechnology in agriculture.

INSPECTION AND COMPLIANCE

Today's farmers, both large and small, are facing many challenges including pressure from development, scarce resources such as water, a more stringent regulatory environment, and increasing imports of fruits and vegetables with minimal oversight. Agriculture is California's leading industry and the primary economic base for many of the communities of rural California. RCRC is supportive of programs and regulations that assist in preserving: rural lands for agriculture, adequate supplies of resources at reasonable cost, and regulatory enforcement at the local, state, and federal level to help assure a fair and equitable market for our agricultural products.

Inspection and Compliance. RCRC supports funding for the operation of all state and national border inspection stations and monitoring of pesticides and pests in order to assure a safe, fair, and equitable marketplace for California's agricultural industry.

Right to Farm. RCRC supports responsible local right-to-farm ordinances designed to permit and protect the rights of agricultural producers to engage in necessary activities without undue or unreasonable restrictions.

CLIMATE CHANGE

In 2006, California established official state policy on climate change via the California Global Warming Solutions Act of 2006, also known as AB 32. In 2008, California began working on the California Climate Adaptation Strategy (CAS), which addresses the possible effects of climate change and California's strategies to diminish the effects on California's population. While there are scientific uncertainties with respect to the causes and effects of climate change, RCRC recognizes the need to respond to California's climate change policy, while also encouraging reduction of greenhouse gases (GHG) and mitigation of possible climate change effects where cost-effective and technically feasible.

State and Local Agency Coordination. Recognizing that reducing GHG emissions and climate adaptation will require the efforts of multiple state agencies, RCRC supports a coordinated effort between the various state agencies to avoid duplicative rulemaking processes.

RCRC also supports the formation of stakeholder advisory committees to lend practical expertise to state agency working groups during the development of multi-agency regulations and voluntary programs. Because every community has different needs, involvement of a variety of stakeholders, especially local governments, is vital to ensure that the state avoids a "one size fits all" process when adopting regulations and establishing programs to mitigate the effects of climate change.

RCRC also believes that it is the state's responsibility to reach out to rural communities to promote and educate during the development and implementation of statewide GHG emissions reductions measures. When individual rural communities are affected, the state should conduct workshops in those communities to provide opportunities for public input and to take comments on the state's GHG policies.

Land Use Authority. RCRC supports development of technical guidelines by the Office of Planning and Research (OPR) that set specific, quantifiable GHG emissions standards for CEQA and general plan documents.
RCRC believes that the development of state and federal assistance programs to provide data, methods, and financial support to help determine and quantify GHG emissions is vital for local governments to be able to address climate change in CEQA and general plan documents.

RCRC opposes any legal, legislative, or regulatory action which uses climate change policy as a vehicle to restrict or remove local land use authority.

RCRC supports a collaborative process between state and local agencies in the development of all climate change adaptation strategies related to land use decisions. The state should have the responsibility to identify possible strategies for its own agencies' use and for voluntary use by local or regional agencies.

RCRC opposes the inclusion of climate adaptation in the Regional Blueprint Planning Program. Regional bodies have no authority over land use planning decisions, and the inclusion of climate adaptation will only create additional conflict to the already complicated process created by SB 375.

Green Industry. RCRC recognizes the potential for growth of green industry in California, and supports the creation of incentives for those companies to build new operations in areas with the highest rates of unemployment.

Incentive-Based Programs. RCRC supports the development of state programs which offer incentives to entities that voluntarily reduce greenhouse gas (GHG) emissions and implement climate adaptation programs, including grants, loans, offsets, early action credits, and market-based credits trading programs. RCRC believes the state should recognize and offer special incentives to industry sectors that have already made significant GHG emissions reductions. RCRC supports free allocation of credits in market-based systems to smaller entities that may not be able to compete with large entities in an auction-based structure.

Public Health. RCRC supports a strong emphasis by the state on the important role of local and state public health departments in possible climate adaptation strategies. The state should provide fiscal and policy support to public health departments to ensure their ability to expand and evolve to meet the potential needs of a changing climate.

Monitoring and Reporting. RCRC supports the development of GHG monitoring and reporting protocols through an open, transparent public process. RCRC opposes mandatory reporting for sectors that have been shown through the state emissions inventory to represent net GHG sinks.

Regulatory Compliance. Anticipating that the costs for GHG regulatory compliance will be disproportionately high in rural areas of the state, RCRC encourages flexibility for economically disadvantaged and rural areas in state regulatory programs, including exemptions and tiered compliance schedules based on appropriate, regulation-specific parameters. RCRC believes that a state financial assistance program is imperative to enable local agencies to comply with GHG regulations.

GHG Capture and Sequestration. RCRC supports scientific study of the benefits of carbon sequestration and methane gas capture projects. RCRC supports the development of broad, scientifically-based methods of accounting carbon storage in sequestration projects, including agriculture and forestry projects, and methods

of accounting methane gas capture at landfills. RCRC supports programs that offer early action credits and offsets for GHG capture and sequestration projects.

Wildfire Emissions. RCRC strongly supports the development of a comprehensive and cooperative federal and state program to investigate and measure GHG emissions from wildfires as a crucial component in the state's overall climate change strategy. RCRC supports immediate fuels management and fire prevention as a vital component of the state's climate adaptation strategy. Coordination between federal, state, and local agencies is critical to the mitigation of wildfires.

Tribal Gaming Compacts. Recognizing the potential expansion of tribal gaming facilities and anticipating the renewal of current gaming compacts, RCRC encourages the inclusion of greenhouse gas mitigation strategies in all new and renegotiated tribal gaming compacts.

Cap-and-Trade. Recognizing that the cap-and-trade program is proposed to collect millions of dollars in revenue from utilities during the auction process, RCRC supports an equitable distribution of those funds back to ratepayers.

COUNTY OPERATIONS

Although RCRC member counties contain over 48% percent of California's land mass, less than eight and a half percent of California's population resides in these counties. Geography and distance present unique challenges for rural counties providing services. Consequently, requirements imposed by the state on county operations can have a significant or disproportionate impact on rural counties.

CALIFORNIA BUILDING STANDARDS CODES

The California Building Standards Code (CBSC), California Code of Regulations, Title 24, consists of twelve parts. By statute, the CBSC is based upon the newest national model codes published by various independent code-developing bodies and organizations. The CBSC is subject to an administrative rulemaking process administered by the Commission. Every three years, the California Building Standards Commission (Commission) reviews the most recent national model codes during their triennial update cycle of the CBSC. Once adopted by the state, these building standards become the minimum standards for the state. Local jurisdictions have the authority to adopt stricter or alternative standards with the same effect.

New Building Code Standards. With California's diverse geographic and topographical conditions, climate and weather, conditions of general development, and other environmental and economical factors, RCRC supports more flexible local variations to code requirements and their implementation. RCRC supports tailoring regulations and requirements for rural counties to local conditions.

Increased Building Costs. Building costs can be disproportionately higher in rural counties due to geography, low population density, and lack of resources. Bearing the cost of new regulations can be especially burdensome for rural counties. RCRC supports the ability of a local jurisdiction to delay implementation of costly new code requirements in rural areas to allow the availability of the requisite infrastructure to become cost effective and readily available.

ELECTIONS

Election Costs. RCRC supports timely reimbursement of county costs associated with complying with the voting rights provisions of the Help American Vote Act (HAVA). RCRC also supports state reimbursement to counties for special elections called by the Governor.

Electronic Voting Machines. RCRC supports expeditious certification of electronic voting machines by the Secretary of State so that counties will be in compliance with federal and state law. The federal Help Americans Vote Act (HAVA) requires that counties utilize voting machines that allow individuals with disabilities to vote unassisted.

Vote by Mail. Many rural areas of the state have low voter turnout due to physical impediments to voting, including long distances and inclement weather to polling places. Additionally, updating voting machine technology has been costly for many counties, especially as federal and state standards continue to change. Two of California's rural counties (Alpine and Sierra) currently enjoy the ability to conduct all of their elections by mail. RCRC supports expanding the criteria by which counties can conduct all of their elections via all-mail balloting so additional low-population counties have this option. RCRC also supports giving the option to every Board of Supervisors to conduct special elections by mail in order for citizens in rural areas to have more ability to participate and counties to have less administrative costs for conducting special elections.

EMPLOYEES

Ballot Box Budgeting. RCRC opposes local voter initiatives that seek to establish public employee wages and benefits. RCRC also opposes legislative proposals that supersede and interfere with the duties of county supervisors.

Binding Arbitration. RCRC opposes binding arbitration for public employee wage and benefit disputes where no appeals of an arbitrator's final decision is allowed.

Compensation Disclosure. In response to the 2010 scandals involving a number of municipalities, state officials and many local government bodies have been reviewing the practices of compensating local government officials and senior staff. In October 2010, the State Controller launched a website listing compensation information for all California city and county job classifications. RCRC believes that any disclosure process should be transparent and easy-to-understand for the public. RCRC believes that if the state is to impose additional compensation

disclosure requirements, the requirements should be uniform and there should be one single agency for reporting in order to avoid duplication and inconsistencies.

Medical Marijuana in the Workplace. The federal Drug Free Workplace Act of 1998 requires federal grantees and contractors to certify that they maintain a drug-free workplace and inform employees that it is unlawful to use and/or possess a controlled substance (including marijuana as cited in the federal Controlled Substances Act) in the workplace. Failure to adhere to the federal Drug Free Workplace Act could lead to a loss of a variety and extensive amount of federal monies. Absent any change in either the Drug Free Workplace Act or the Controlled Substances Act, RCRC opposes state efforts that would make it unlawful to hire, fire, and/or base a promotion or demotion on a person's status as a user, qualified or otherwise, of medical marijuana. RCRC believes such state efforts compromise a county's position as employers and would lead to extensive litigation by employees that are using marijuana within the confines of state law.

Outsourcing. RCRC opposes limitations on county governments' ability to contract out municipal services to the private sector.

Public Employees Retirement. RCRC supports efforts to reform the CalPERS system that would help protect the long-term solvency of CalPERS and local entities while maintaining competitive pension benefits for county employees.

Workers Compensation. RCRC supports the preservation of reforms enacted to the workers' compensation system in 2004 and 2012 to further reduce premiums, minimize costs, manage claims, and insure that injured workers are properly compensated and are able to return-to-work in a speedy manner.

PUBLIC SAFETY

Adequate and Safe Local Detention Facilities. In many counties, courts have imposed mandatory population caps on the number of inmates being housed or serving time in county detention facilities. In addition, many local detention facilities have exceeded their lifespan and are in need of rehabilitation.

RCRC supports efforts that provide a long-term funding mechanism and/or funding sources that would assist in constructing/rehabilitating local detention facilities that preserve and expand the number of spaces available to hold county inmate populations. Many rural counties may have difficulty meeting possible matching requirements for any new funding mechanisms, therefore, RCRC also supports a local waiver be included for certain county financial hardships.

Certified Unified Program Agencies (CUPAs). RCRC continues to support financial incentives for counties to form Certified Unified Program Agencies (CUPAs). These incentives should include reimbursement of local costs incurred in forming and operating a CUPA so that businesses in rural counties do not pay disproportionately high fees compared to other areas in the State. RCRC also supports the reduction of non-essential reporting by CUPAs and a reduction in state

administrative fees. In the event the State of California retains the administration of a local CUPA, the State should adequately reimburse counties, in a timely manner, for any costs the county incurs providing services during the absence of the CUPA.

Emergency Medical Services.
The State Emergency Medical Services Authority (EMSA) is responsible for establishing standards for the training and scope of practice for emergency medical technicians (EMTs). These standards and regulations are applicable to local governments, agencies, and other organizations that provide this training. State law also provides for the certification of EMTs through local EMS agencies, which are designated by counties. With few exceptions, RCRC counties meet these statutory requirements through participation in Local Emergency Medical Services Agencies (LEMSAs). In most instances, county supervisors serve on LEMSA boards of directors and have an important role in the governance of LEMSA activities. To promote uniformity throughout the state, the EMSA provides an allocation of state General Fund dollars to LEMSAs. RCRC supports adequate and continual state General Fund support for the LEMSAs to ensure uniform levels of emergency medical care are available to residents and non-residents of rural areas. RCRC believes that rural county supervisors must directly participate in any EMSA proposal to restructure LEMSA funding, reconfigure LEMSA membership or implement other major policy changes.

Illegal Drugs – Methamphetamine. The production and use of methamphetamines has reached epidemic proportions. Consequently, counties, especially rural counties, are experiencing a dramatic rise in the cost of law enforcement, environmental cleanup, and treatment and rehabilitation related to methamphetamine use. Additionally, methamphetamine use has a direct effect on safety and quality of life in a community and disproportionately impacts children.

RCRC supports state and federal legislation to: limit the quantities of pseudoephedrine, the main precursor in methamphetamine that can be purchased; restrict purchases to behind the counter; and provide an accountability system to control the sale quantities. Additionally, RCRC supports funding from federal and state sources to help counties combat methamphetamine production and provide services for recovery.

Volunteer Fire Fighting. RCRC strongly supports the right of counties to utilize volunteer fire fighters and volunteer fire departments as the official structural fire protection for any areas within their counties including all State Responsibility Area (SRA) lands as well as any other firefighting duties to which they may be assigned, such as wildland fire protection. RCRC recognizes the importance of volunteer fire fighters and volunteer fire departments and opposes any legislation or changes to regulations that would disadvantage any county that utilizes volunteer units rather than professional units. RCRC supports the current system that enables volunteer fire departments to be created and operated independently, without direct control or oversight from the county. Additionally, RCRC supports

the usage of volunteers as part of a mutual aid system and encourages state and federal fire fighters and land management agencies responsible for fire fighting to recognize local volunteer firefighters as partners. Finally, RCRC will work to ensure that within the context of the SRA fee, those residents covered by volunteer fire departments qualify for any discounts available to those who have local structural fire protection.

ECONOMIC DEVELOPMENT

Improving rural economic development is at the core of many RCRC Policy Principles. Utilizing economic development as a lens through which the organization focuses its advocacy goals and objectives, enables RCRC to be a leader in crafting and changing policy to enhance the rural way of life.

Economic development is encompassed in a broad range of other RCRC ideals including ensuring housing finance options in rural areas; maintaining county control of land use planning; protecting the agriculture and forestry industries from damaging changes in legislation, budgeting or regulations; improving infrastructure such as transportation corridors, telecommunications, and broadband deployment; maintaining and growing tourism; and supporting advances in alternative energy such as biomass, geothermal, and municipal waste based energy.

Film Industry. California's moderate weather, variety of landscapes, scenic beauty, skilled workforce/talent and world-class production facilities draw the interest of filmmakers across the county and around the world. Twenty-one of RCRC's thirty-two member counties maintain film commissions or offices that provide localized support and assistance to filmmakers with detailed location searches and permit process. RCRC supports state and local efforts to promote film-making in rural areas.

Incentives. RCRC supports state and federal incentives as a stimulus to job growth and economic improvement within our communities. However, RCRC supports balancing these types of incentives with the importance of ensuring county revenue from sales and property taxes and preserving a county's right to plan and site new growth and development within its jurisdiction. Additionally, RCRC supports a county's right to maintain maximum flexibility and autonomy over the allotment and expenditure of any incentive dollars.

Military Presence. RCRC recognizes the importance of the defense industry to California's economy generally and in particular to the counties in which bases are located and surrounding counties. Between direct spending and the positive multiplier effect on local businesses through the spending by those military personnel and their families who live in the counties surrounding a military facility, California's military presence accounts for tens of billions in spending and hundreds of thousands of jobs, both military and civilian.

RCRC encourages lawmakers to recognize the impact base reductions or closures will have on the local economies of the small and rural counties that rely upon these bases as a financial driver for their communities.

Technology. As discussed in more detail in other Policy Principles, RCRC supports ensuring that new technologies are available in rural counties to enhance their economic growth. From new biomass, solar, wind, and geothermal power generation facilities to broadband deployment to distance learning and telemedicine, new technologies are critical to the economic health and growth of rural California. RCRC supports policies that are created to make these and other new technologies available and accessible to rural areas.

Tourism. Millions of travelers from around the globe are attracted to rural California's natural beauty, colorful history, and variety of year-round recreational activities. In 2011, tourism generated $102.3 billion in spending in California and directly supported 893,000 jobs. RCRC supports and encourages the promotion of rural California as a travel destination, as well as appropriate funding for the infrastructure and service demands created by the influx of visitors, e.g., emergency medical services systems, highway construction and maintenance, and telecommunications.

Small Business and Entrepreneurialism. Small communities are heavily reliant on small business for local employment, revenue generation, access to goods and services and quality of life. Small businesses and entrepreneurs are a primary source of economic growth and job creation throughout the economy and are of particular importance in rural communities with fewer large employers.

Workforce Investment Act. In 1998, Congress enacted the Workforce Investment Act to assist states with job training and employment investment. In addition to state-level oversight, local individuals (including elected officials such as county supervisors) form local Workforce Investment Boards (WIB) to plan and oversee the workforce investment system at the local level. The local efforts are often reflected in One-Stop Centers which provide – to both employers and potential employees – access to career information, job counseling, job training, education, and other services. Monies used by local workforce investment boards are mainly derived from federal dollars and must be expended under federal guidelines and state statutes.

Rural counties have unique employment situations and factors as compared to other parts of the state. RCRC supports state and federal efforts that preserve as much flexibility as possible to ensure the appropriate employment investment programs match the needs of local employers and employees. RCRC opposes efforts – particularly at the state level – whereby monies are required to be spent on one or more specific employment programs at the expense of others that may be more appropriate in a particular area.

RCRC advocates for policies and programs that enhance and specifically acknowledge and help to overcome the unique challenges facing rural small

businesses and entrepreneurs. In particular, RCRC supports policies and programs to increase access to funding; actions to decrease the burdensome and untimely application processes for state and federal small business grant programs; increased broadband deployment to improve connectivity, networking, the ability to work collaboratively, and to expand potential markets; infrastructure improvements to support job creation and goods movement; rural tourism to increase the customer base; support for innovation to increase opportunity; start-up education and access to technical support, business development, and services to further sustain the development and creation of strong economies in rural communities.

RCRC supports practices that buoy entrepreneurialism, considered by some to be the best hope for building stronger rural economies. RCRC encourages access to funding, entrepreneurial education in rural high schools and community colleges, and policies that enhance local control and development of entrepreneurial efforts. Further, RCRC maintains that coordination of state economic development efforts with local and regional community efforts is the best path to overall success.

RCRC opposes proposals that negatively impact and burden rural small businesses. Streamlining regulations, permitting and licensing requirements, as well as avoidance of excessive costs due to one-size-fits all approaches, are key methodologies to reach this goal. RCRC encourages flexibility for economically disadvantaged and rural areas in state regulatory programs.

EDUCATION

Rural areas face unique challenges in providing access to a high quality education for all students. These challenges include low student density, long distances and challenging geography to access educational facilities, as well as weather and transportation issues. Additionally, there are fewer teachers in rural areas, which results in a limited scope of classes -- including career training courses -- that would allow the youth to stay in their communities. In fact, in RCRC's thirty-two member counties there are only three four-year public universities and only thirteen community college campuses.

Access. RCRC supports continued changes to state policy, allowing for increased access to "concurrent enrollment" (being enrolled in high school and community college classes at the same time) and other alternative types of education such as distance learning for all students. These changes would broaden opportunities available to rural students, such as higher-level math or science classes, that may not be available through their high schools.

Community Colleges. RCRC supports community colleges receiving their full-share of state funding. Community colleges play a key role in educational opportunities in rural counties, particularly in the area of vocational education. RCRC supports stable funding for grant programs that fund job-training programs and changes to current law to allow community colleges to grant bachelor's degrees in certain subject areas.

School Transportation. Home-to-school transportation plays a necessary role in ensuring student safety and accessibility to education. RCRC strongly supports the continued funding of home-to-school transportation and will work to ensure that state reimbursement rates for services in rural areas are sufficient to meet the need. Students in rural areas travel longer distances in more difficult terrain and weather than many of their urban and suburban counterparts, and the funding should reflect these potentially increased costs. RCRC supports restructuring the current system of home-to-school transportation to better allocate this funding based upon need rather than antiquated formulae that no longer reflects the requirements of many districts. Additionally, RCRC supports creating a system of funding that would stabilize the funding or home-to-school transportation.

Use of Technology. RCRC supports the utilization of distance learning to provide increased access to educational opportunities in rural areas. Professors, licensed instructors and credentialed teachers that communicate with pupils via interactive television, online courses and other appropriate means of technology have the ability to significantly broaden opportunities for students in our rural areas and throughout California.

ENERGY

California continues to face challenges to ensuring adequate electricity supply and to meeting its renewable portfolio standard goals. Rural counties support the use of alternative and renewable sources of energy, including solar, wind, biomass, hydroelectric, and geothermal. Rural counties also support increased incentives and a streamlined permitting system to encourage the development of new generation facilities.

Additionally, RCRC acknowledges that an increased focus on clean energy, energy efficiency programs, and the development of new forms of energy generation at the state and federal levels create an opportunity for new jobs and economic development in rural areas.

Biomass. RCRC supports incentives that would encourage biomass-to-energy usage, including the creation of more opportunities for biomass co-generation in rural counties through state and federal legislative and regulatory changes. RCRC supports the continued operation of existing biomass facilities. RCRC supports the use of forest as well as agricultural biomass at conversion facilities. RCRC supports having forest materials removed from timber and scrublands and being put to their highest and best use, and where possible, any revenues derived from this removal being used to offset the cost of biomass utilization. Further, RCRC supports the broadest possible definition of biomass for use in any renewable energy standard at the state or federal levels. The definition should include material taken from any source, including public lands. RCRC supports a full life cycle analysis when determining the air quality standards for biomass power generation plants.

Land Use Authority. RCRC supports the ongoing recognition by state and federal agencies of a county or other local government's authority to exercise land use authority over commercial-scale energy projects, whether renewable or traditional, and the related infrastructure including the issuance of conditional use permits and other discretionary actions. Additionally, RCRC supports clarification of existing law to eliminate confusion relating to the jurisdiction of the California Energy Commission and the jurisdiction of local governments over non-thermal power plants.

Nuclear Power. Nuclear power should be considered part of the solution for improving California's ability to generate reliable, affordable, and clean energy, so as to benefit California's consumers, the economy, and the environment.

Rebates and Tax Exemptions. RCRC supports and recognizes the importance of state incentives in the placement of new renewable power generation facilities. However, these incentives should not be given at the detriment of county or other local government revenue streams. A county's ability to tax commercial-scale renewable energy projects must be preserved.

Renewable Portfolio Standard. RCRC supports recognition of hydroelectric power as a component under the renewable portfolio standard. Large hydropower generation should be recognized as a renewable energy source.

Additionally, RCRC supports a broad definition of renewable biomass that includes all types of plant-based material removed from all sources including agricultural lands and all timber lands regardless of private or public ownership. RCRC also supports inclusion of the utilization of municipal waste as a qualified source of renewable energy in any renewable portfolio standard.

Pacific Forest and Watershed Lands Stewardship Council (Stewardship Council). RCRC supports the implementation of the Land Conservation Plan (LCP) in accordance with the terms of the Settlement Agreement and the associated Stipulation. Protections for counties should include a requirement that the totality of dispositions in each affected county be tax neutral for that county.

Transmission Corridors. California has adopted energy policies that require substantial increases in the generation of electricity from renewable energy resources. Implementation of these policies will require extensive improvements to California's electric transmission infrastructure. While RCRC supports planning for future transmission needs, RCRC opposes the preemption of local land use authority in connection with state or federal designation of transmission corridors.

ENVIRONMENTAL QUALITY

State regulatory agencies often develop programs based on a "one-size-fits-all" approach that fails to recognize realities in different locations of the state.

Environmental quality compliance costs can be disproportionately high in rural counties because of geography, low population density, and fewer available resources. Bearing the cost of these regulations can be especially burdensome for rural counties.

RCRC strives to reduce or prevent unnecessary regulatory requirements while promoting practical and cost effective environmental quality practices that reflect the actual threat to the environment. RCRC supports prioritizing environmental inspections, compliance reporting, and regulatory enforcement activities that are consistent with the need for environmental protection and the preservation of public health.

AIR QUALITY

Air District Boards. RCRC supports the establishment of policy by local air district boards. RCRC opposes the placement of state appointees on local air district boards.

Emission Standards. RCRC supports extending the compliance date in rural counties for retrofitting diesel engines in public fleets and off-road equipment. RCRC supports exemptions for rural counties that do not have the resources to meet regulatory requirements and encourages financial assistance from the State Air Resources Board to foster compliance. RCRC supports tailoring regulations to address the quantity of emissions actually generated in rural counties.

Land Use Authority. RCRC opposes any new statewide air quality standards that restrict counties' land use authority.

ENVIRONMENTAL IMPACT ASSESSMENT

California Environmental Quality Act (CEQA). RCRC supports efforts to streamline the CEQA process to strengthen the certainty of required timelines. RCRC opposes limiting or reducing the authority provided to lead agencies under CEQA. RCRC supports facilitation of early agency and public participation in the CEQA process to allow the lead agency and project proponents to more fully address environmental concerns resulting from a proposed project and to facilitate preparation of a legally adequate environmental document. RCRC supports legislation that limits the circumstances under which a challenge for noncompliance with CEQA can be filed, eliminates awarding of attorney's fees to the plaintiff in CEQA challenges, and specifies that a lead agency does not have a duty to consider, evaluate or respond to comments received after the expiration of the public review period.

National Environmental Policy Act (NEPA). RCRC supports a reassessment of NEPA and efforts to streamline and improve NEPA. RCRC supports an expedited NEPA analyses process for categories of projects where experience demonstrates that such projects do not result in a significant impact to the environment. RCRC also supports increasing opportunities for local involvement and changes that provide greater weight to local comments.

Regulatory Reform. RCRC supports federal and state agency review of all existing and proposed regulations, as well as quasi-regulatory actions such as permits, policies, and guidance documents. Federal and state regulatory agencies should consider the costs and benefits associated with public and private sector compliance, as well as the cumulative impact of all existing and proposed regulations and quasi-regulatory actions on regulated entities. RCRC supports changes to the law that would require more in-depth analysis of the fiscal impact of new regulations and reduce the overall financial impact threshold before such fiscal analysis is required for all new regulatory actions.

WASTE MANAGEMENT AND RECYCLING

Disposal Bans. RCRC supports advance statewide planning for convenient identification and recovery of all materials and products prior to banning from California landfill disposal or requiring separate handling or processing. RCRC maintains that manufacturers and retailers must actively contribute to establish programs to cover the costs for disposal, recycling, special handling, and/or any public education required for their end-of-life products, before any such disposal bans are implemented.

Extended Producer Responsibility. RCRC supports producer responsibility for financing and arranging the collection and recycling of their products at end-of-life. Producer responsibility removes the financial burden from local governments and makes recycling become a cost of doing business. Placing the responsibility with manufacturers/retailers will additionally provide incentive for products to be redesigned in a manner to eliminate or reduce their impact and to increase their recyclability. RCRC prefers producer responsibility through product take-back by the manufacturers/retailers. RCRC will consider the reasonable use of Advanced Recycling Fees and Advanced Disposal Fees.

Electronic and Universal Waste. RCRC supports the proper disposal of electronic and universal waste through programs that place the cost of compliance on manufacturers and consumers rather than on county-operated landfills or waste management programs.

Jurisdictional Compliance. RCRC supports using program-based criteria to determine jurisdictional compliance with statutory waste diversion requirements that incorporate rural considerations. RCRC opposes numerical justifications on program implementation that do not include rural considerations.

Incentives. RCRC favors the use of "incentive-based" policies to promote local waste diversion activities and to encourage regulatory compliance at publicly operated solid waste facilities, rather than the threat of state-imposed financial penalties. Where appropriate, rural considerations should be incorporated into these policies to properly reflect the costs commiserate with the effort to regulate rural sites.

Incentive Funding. Recognizing that the costs for solid waste regulatory compliance are disproportionately high in rural areas of the state, RCRC supports the continuation and expansion of grant programs and funds that provide needed financial assistance to implement and maintain local waste diversion activities and to support community-based household hazardous waste management programs.

Local Control. RCRC opposes any loss of local land use control with respect to the siting and environmental review of new solid waste collection, disposal, and processing facilities.

Permitting. RCRC supports "tiered" solid waste facility permitting and operating requirements with reduced administrative and operational requirements that are commensurate with the limited environmental and public health risks associated with small-volume facility operation in low-density population areas.

Increasing Diversion/Decreasing Disposal Mandates. State law requires municipalities to divert at least 50% of the solid waste generated in their jurisdiction. The California Department of Resources Recycling and Recovery, (CalRecycle) which enforces this mandate, allows some rural counties flexibility in meeting these mandates through either a 'Rural Reduction in diversion requirements' or compliance through a 'Good Faith Effort.' Recently-enacted legislation now establishes a statewide goal of 75% of solid waste to be reduced, recycled, or composted. As the state works to the 75% statewide goal, RCRC believes municipalities should be given additional tools that allow them to assist in achieving the new statewide diversion goals. Furthermore, RCRC believes the State should reach these goals without additional local requirements. Such tools should include, but are not limited to, extended producer responsibility, an easing of the permitting restrictions for organic waste processes and other solid waste activities, model program guidelines, and increased funding.

Financing State Solid Waste Disposal Programs. State law requires that $1.40 be collected for every ton of solid waste disposed in a California-permitted landfill, commonly referred to as the 'Tipping Fee.' Proceeds from the current $1.40 tipping fee are deposited into the Integrated Waste Management Account (IWMA) and used by CalRecycle to enforce solid waste laws and provide grants to municipal jurisdictions to assist in the management of many solid waste products. As solid waste disposal decreases, the fund potential decreases and will not be able to sustain CalRecycle programs into the future. CalRecycle and other agencies with enforcement authority over solid waste facilities are turning to their fee authority to augment decreasing IWMA funds. RCRC supports a reasonable increase in the Tipping Fee as a preferred alternative to additional new state agency inspection/enforcement program fees and as part of a comprehensive effort to identify a stable and equitable funding source to assist counties in complying with solid waste management programs. RCRC does not support an increase in the Tipping Fee or other funding mechanisms for projects and programs that are not part of a direct effort to manage and reduce the amount of solid waste.

Alternative Daily Cover. State and federal law require that the working face of landfills be covered at the end of each working day with dirt, tarps, or "alternative daily cover (ADC)", such as shredded automobile fluff or green waste. For many rural counties, green waste is the preferred ADC. As part of the calculation in determining a counties diversion rate, counties can use the recycled green waste for landfill cover and count this amount into their diversion rate. RCRC strongly supports preserving the use of green waste materials for ADC as a viable reuse option and that ADC not be considered disposal.

FEDERAL AFFAIRS

Many actions taken by the federal government – both in Congress and within the Administrative agencies -- have a direct impact on rural areas, especially those counties in California that contain large amounts of federal land. RCRC is committed to working with members of Congress and our Agency partners to develop legislative and regulatory policy that complements local and state policy, funds vital county and state programs, and does not preempt local and state authority.

Budget. RCRC supports the timely passage of the federal budget. Many county and state programs rely on federal funds to survive, including monies for health and social services, infrastructure, environment, public safety, and education. Long extensions and delays in the budget process cause unpredictability for these vital programs and local and state officials are responsible for trying to fill the funding gaps.

Infrastructure. RCRC supports continued federal commitments and funding for the nation's infrastructure, including housing, transportation, water, telecommunications, and natural resources. In particular, RCRC strongly supports the continued commitment of the federal government to reimburse rural counties for the loss of revenue – tax and resource generated – on federally held lands located in our counties. The continued reauthorization of full funding of the Secure Rural Schools and Community Self Determination Act and the Payment in Lieu of Taxes (PILT) program is vital to rural economies.

In addition, federal laws that govern and fund vital county programs and services such as the Surface Transportation Act, Federal Aviation Administration Act, the Farm bill, Water Resources Development Act (WRDA), the State Children's Health Insurance Program (SCHIP), the Patient Protection and Affordable Care Act (PPACA), the Workforce Investment Act, the Telecommunications Act, annual appropriations bills, and other ongoing federal programs are critical to the continuance of a vibrant rural way of life.

Natural Resources. RCRC supports the development of a long term comprehensive federal and state strategy to manage our federal lands to actively prevent wildfire and promote multiple-use land designations. RCRC will work

closely with the United States Forest Service (USFS) as they continue to create and implement the Cohesive Strategy for addressing these issues. Additionally, RCRC supports efforts to streamline and modernize the Endangered Species Act.

Relationship with Public Lands Management Agencies. RCRC represents counties that have regulatory and public trust responsibilities over the natural resources in their jurisdictions. In a number of our counties, the federal government manages well over half of the land mass. RCRC supports a strong relationship with the federal government to integrate county policy into federal land management decisions to better balance conservation with economic strength and quality of life.

RCRC supports local government involvement in public land use planning decisions at the earliest possible time in order to facilitate the best possible working relationship and outcome for any decision. RCRC supports the strengthening of coordination efforts by public land management agencies to engage counties earlier and in a more meaningful manner in planning decisions made on public lands within the respective counties. RCRC supports a true government to government role for county officials in the development of land use planning decisions for public lands within their jurisdictions. Plans for public land management should be as consistent as possible with local land use plans. When it is not possible to bring disparate plans together, the land management agencies should provide an explanation as to why the final plan needed to follow a divergent path from the local land use plans.

Additionally, RCRC encourages state agencies working with federal land use agencies to work to enhance the relationship between federal land use agencies and local governments within California, and encourages the use of tools such as the Memorandum of Agreement between CSAC, RCRC, BLM, and USFS, or cooperating agency status when appropriate to the needs of the county, to achieve better communication between all involved agencies, and to improve outcomes for rural communities.

HEALTH AND HUMAN SERVICES

FISCAL PARTICIPATION

Rural counties have various levels of fiscal responsibility for health and human services programs. For example, the County Medical Services Program (CMSP) is fully-funded by the member counties primarily through realignment revenue. The counties share fiscal responsibility with the state and/or federal government for a number of services and programs, such as California Children's Services (CCS). Often the county role is an administrative function that should be fully reimbursed by the state and/or federal government, and program costs should be cost neutral or negligible.

County Medical Services Program. RCRC supports the continuation of the County Medical Services Program (CMSP) beyond the January 1, 2014 start date of implementation of health reform. RCRC recognizes that counties will be left with responsibility over a residual population of those currently served by CMSP even after the shift of those newly eligible for Medicaid and Medi-Cal. RCRC will work to preserve the integrity of the structure of the CMSP program and to ensure adequate funding is allocated to it to meet the needs of that residual population.

Realignment. RCRC supports local flexibility in the administration and implementation of programs funded by realignment. RCRC acknowledges that some realigned programs may be better administered and funded at the state level and supports an evaluation of such potential transfers.

RCRC also supports full and prompt reimbursement of the state and/or federal share of social services, mental health, public health, and indigent medical care program costs. RCRC believes that the state should assume cost increases associated with state-imposed program changes and expansions, as well as federal maintenance of effort mandates.

Funding Reductions. RCRC opposes state and/or federal funding reductions that shift responsibility for services, administration or fiscal support to the rural counties.

Human Services Funding Deficit/Cost of Doing Business. RCRC supports prompt and complete reimbursement of county costs associated with county administration of state, federal, or shared state/ federal social services and health programs.

Nutrition Programs. RCRC supports appropriate changes to state law that would enable California to draw down the full federal funding available for low- or no-cost nutrition programs including Cal Fresh (formerly food stamps) and the school lunch program.

HEALTH CARE

It is important that the medical and public health services available in rural counties meet the needs of the residents and provide appropriate and accessible care. Due to geographic isolation and limited infrastructure availability, attracting and retaining health care providers in rural counties can be difficult. Rural areas are unable to utilize economies of scale to decrease costs and depressed economic conditions lead to large publicly-funded populations with low provider reimbursement rates, making recruitment and retention of health care providers difficult in rural areas. With implementation of federal health care reform looming, the state and federal government must work with rural counties to develop strategies to ensure better access to medical services for these critically underserved California residents.

Access to Health Care. RCRC acknowledges that health insurance coverage, whether public or private, does not guarantee access to care. RCRC supports incentives and programs which train, recruit, and retain health and mental health care professionals to provide services in rural areas. To this end, RCRC encourages cooperation and communication between state agencies, offices, departments, and boards, as well as the Legislature, federal agencies and rural health advocacy organizations to affect this ultimate goal.

RCRC also supports policies that require private and public health plans to offer comprehensive, affordable care to rural county residents and establish reimbursement parity between rural medical providers and those in other areas of the state. RCRC encourages cooperation between providers, insurers, appropriate state departments, CalPERS and other stakeholders in the rural health community to develop incentives and guidelines for health insurance coverage in rural areas.

Health Professionals. RCRC supports innovative programs and financial incentives to increase the number of medical professionals in rural areas. Scholarships and loan assistance are proven incentives that encourage health professionals to practice in rural counties and become active community members. Additionally, RCRC strongly supports a change to state law to permit hospitals to directly hire physicians, a step which would greatly enhanced access to physicians for rural patrients.

Innovation. RCRC supports and encourages the inclusion of rural counties in pilot projects and innovative approaches within new and existing health, mental health, public health, and social services programs.

MICRA. RCRC strongly supports the current MICRA law and will work to maintain its integrity in the face of challenges by those who would weaken its provisions. RCRC recognizes that any threat to MICRA would be costly for all Californians, but particularly harmful to rural areas where medical access is the most limited already. Any significant increase in medical liability insurance rates threatens existing MICRA protections, and thereby reduces access to healthcare to patients in rural and underserved areas.

Public Health Services. RCRC supports adequate and appropriate state and/or federal funding for public health services, including those unique to rural areas. These include, but are not limited to: environmental health, public health nursing, bioterrorism/pandemic flu planning, county public health laboratories, and the prevention and control of infectious disease

Release of State Prison Inmates. RCRC opposes proposals that allow the state prison system to establish release policies for inmates in need of medical, mental health, substance abuse, or social services without commensurate local funding, consistent/ appropriate discharge planning, coordination/ cooperation with county staff, and assurance of local treatment capacity.

Rural Hospitals. RCRC supports state and federal efforts to finance and fully staff rural hospital operations, including capital and seismic-retrofitting needs. RCRC also supports proposals that allow rural hospitals to directly employ physicians, thereby increasing access to providers.

Technology. RCRC supports state and federal funding for programs that promote quality medical education and treatment in rural areas through the use of technology. Telemedicine and technology-based medical education can provide residents of rural areas with opportunities for medical care that would not otherwise be available without extensive travel and additional cost.

HEALTH CARE REFORM

In March 2010, President Obama signed into law the Patient Protection and Affordable Care Act (H.R. 3590) and the Health Care and Education Affordability Reconciliation Act of 2010 (H.R. 4872) – setting in motion the largest restructuring of our nation's health care system in several decades. Since that time, we have moved from a discussion of federal health reform proposals to actual implementation at the federal, state and local levels. The various provisions of the law have scattered effective dates spanning the next several years.

RCRC recognizes that the cost of health care and health insurance has more than doubled in the last ten years, while the ability of individuals and businesses to afford medical coverage is shrinking with the current economic downturn. RCRC also recognizes that the delivery of health care services in rural areas faces a particular set of challenges that must be addressed in any health care reform implementation.

Access and Outreach. RCRC strongly encourages state and federal implementers of health reform to focus resources and effort into ensuring access to providers in rural areas, and instigating outreach efforts to increase the pool of medical professionals in those underserved areas prior to the full scale implementation of health care reform in 2014.

County Funds. RCRC supports proposals that safeguard realignment and other county funding streams. Counties currently fund health care services to the medically indigent, currently managed in most RCRC counties by CMSP. RCRC recognizes that plans to provide health insurance to the medically indigent could reduce the counties cost of care, but some responsibilities may remain under Welfare and Institutions Code Section 17000. Any strategy that requires a county share of health insurance expansion costs must be predicated on verified savings and recognize any residual responsibilities. Likewise, health care coverage expansion must not increase the scope of Section 17000.

Health Plan Coverage Areas. For any health care reform policy to be successful, health insurance plans must be required to include rural California in their

coverage areas and must be required to contract with local, accessible medical providers for care delivery.

Medical Personnel. Any health insurance expansion plan must provide a corollary approach that expands the number and variety of health professionals in rural areas, as well as support rural hospitals and clinics.

Multi-County Administration. RCRC supports policies that provide counties with flexibility to administer their programs jointly with other counties. If Section 17000 is not repealed, health reform implementation plans must protect the authority and adequate funding mechanisms of the County Medical Services Program (CMSP).

Small Business. RCRC opposes strategies that negatively impact small businesses in rural areas. Often small businesses are the cornerstone of rural economies. The imposition of excessive fees or health insurance requirements on small businesses has the potential to destroy local industry and commerce, and thus deprive rural areas of jobs and services.

INFANTS, CHILDREN AND YOUTH

RCRC recognizes the need to dedicate time, talent and resources for services to infants, children and youth. This is a critical investment in the future of rural counties. Therefore, children's welfare programs must have appropriate levels of funding and staff. Moreover, to avoid a cost-shift to the rural counties, these programs also must provide a sufficient funding base for both administration and direct services at the local level.

Program Simplification. RCRC supports the simplification of program enrollment processes, the integration of children/youth services, and the closure of the gaps between the stand-alone programs.

Local First 5 Commissions. RCRC supports efforts that sustain the local First 5 Commissions' focus on the prenatal-to-five age groups and protect the California Children and Families Act (Proposition 10) revenue sources for this distinct purpose. RCRC opposes any proposal that would restrict the authority of local First 5 Commissions to determine and approve all local Proposition 10 funding distributions.

Foster Youth. RCRC supports programs that assist our foster youth with housing, employment, medical care and education assistance as they transition to emancipation.

Child Welfare Services. RCRC opposes funding cuts to the array of local child welfare services to at-risk infants, children, and youth. RCRC supports local flexibility in the administration of these programs to allow for situations unique to rural counties.

Medical Workforce. RCRC supports workforce training, recruitment and retention programs for pediatricians, pediatric dentists, pediatric anesthesiologists, child psychologists, and other specialty care for children in rural areas.

Health Coverage for Low-Income Children. RCRC supports state and/or federally-funded outreach to enroll children and youth in Medi-Cal and the Healthy Families Program, California's version of the federal State Children's Health Insurance Program (SCHIP).

State and Federal Funds. RCRC supports efforts to maximize federal funding for programs that serve low-income and/or vulnerable children and youth, specifically Medi-Cal and the Healthy Families program. Both draw down a considerable federal match, stretching California's scarce resources.

INFRASTRUCTURE

Counties are responsible for planning for future growth and property development, management of natural resources, and the provision of public services. Consequently, counties have and must retain the primary responsibility for land use and development decisions. With increased development, counties are responsible for increased needs including public services and infrastructure. Funding for infrastructure from state and federal sources must be retained and increased. RCRC believes that state requirements for general plan adoption should be limited to major planning issues and should be used to ensure procedural uniformity.

Housing is an important element of economic development. However, the need for new housing units at the lower income levels exceeds the number of new units for which financing and subsidies are available. Therefore, additional funding is necessary to increase production of lower income housing units. Further, a greater emphasis at the state level should be placed on obtaining financing and enabling production, rather than undertaking and satisfying extensive planning requirements at the local level in housing element law.

In addition to housing, properly maintained roads are vital to the safety of the driving public, the movement of goods, economic development, and quality of life in rural counties. The state must increase highway funding in rural areas because sufficient funding has not been available to preserve and maintain the existing secondary and local road network. California's infrastructure is deteriorating, in some places to the point where public safety, mobility, and viability are threatened.

HOUSING FINANCE

Home Ownership. RCRC supports state and federal laws to help increase opportunities for home ownership, including allowing local housing agencies the ability to offer financing to a broader range of individuals through higher median income standards and increased purchase price limits.

Partnership Opportunities. RCRC supports changes to real estate lending laws to provide the CRHMFA Homebuyers Fund with greater opportunities to partner with private and governmental mortgage lenders.

Rural Emphasis. RCRC supports state and federal housing finance programs that recognize the unique aspects of the rural housing market and earmark funds for distribution to rural areas.

LAND USE PLANNING

Land use authority is the jurisdiction of local government. While California as a whole is approximately 50% publicly owned land and 50% privately owned land, many rural counties have a substantially higher percentage of publicly owned land, with one county having less than 2% privately owned land within its boundaries. It is imperative that local government retain land use authority in order to provide the appropriate mix of development within each community. RCRC is opposed to any policy that would infringe on this authority.

Eminent Domain. RCRC supports the authority of local governments to plan for and oversee development in their jurisdictions. RCRC supports the authority of counties to utilize the tools available to manage growth, including eminent domain. The decision to condemn property is a public policy decision for elected officials, not a legal issue. Exercising eminent domain by taking private property and transferring it for purposes of private gain or use is not supported by RCRC.

Regional Housing Needs Allocations. The regional housing needs allocation (RHNA) process should take into consideration the lack of residential infrastructure and other special considerations of rural communities. RCRC supports the transfer of assigned housing needs allocations between a county and a consenting city (ies), requiring notice to the allocating entity upon agreement between the jurisdictions.

Regional Planning. RCRC supports coordinated regional planning between local agencies to address regional impacts of growth, including transportation and other infrastructure, air quality, housing, resource production and protection, and public services. RCRC opposes land use authority being transferred to regional agencies without the consent of the local jurisdictions.

Land Use Planning. RCRC believes any changes to the state land use planning policies and process should be done within the existing planning framework and not by creating an additional layer of law or regulation, which threatens local land use authority. RCRC opposes any state attempt to preempt local planning policies, processes and decisions, and the imposition of new programs and responsibilities without funding.

Housing Elements. RCRC believes the existing five year review of housing elements is adequate and does not need to be incorporated into the housing element annual report. RCRC supports the continued recognition that local jurisdictions are

not responsible for housing production, but must plan for its share of housing needs. Therefore, if a jurisdiction has a certified housing element, it should not be economically penalized for not meeting housing production goals.

Housing Element Self-Certification. RCRC supports simplifying the housing element process by allowing counties to self-certify housing elements.

Incentives. RCRC will be proactive to ensure incentive funds are available to rural counties and local jurisdictions. RCRC supports the priority for planning funds to go to local jurisdictions, which can assign the funding and planning function to another regional agency. RCRC recognizes that infrastructure funds for local improvements are a key component to smart growth and will be proactive to ensure rural county access to these monies.

RCRC supports reevaluating the existing requirement that small counties adopt a housing element before receiving federal CDBG and HOME grants. This requirement currently does not apply to larger counties.

Land Acquisitions. RCRC supports working with agricultural interests, environmentalists, and federal and state officials to develop long-term solutions to mitigate the impacts of large land acquisitions in rural counties.

Prevailing Wage for Public Works. RCRC supports changes to the methodology for determining the prevailing wage to allow consideration for the differences between urban and rural areas. Prevailing wages appropriate for large urban areas can result in a significant increase in labor costs for public works projects in rural areas.

Smart Growth. The development of any smart growth principles should incorporate the realities of rural communities and preserve local autonomy over land use. RCRC supports smart growth principles on a scale appropriate to the local communities.

State Agency Coordination. State agencies should notify potentially impacted counties of actions that may affect land use prior to initiation of the proposed action and provide an opportunity for local engagement. State agencies should coordinate their actions with affected counties and with existing local, state, and federal land use plans.

Surface Mining and Reclamation. RCRC opposes efforts to limit or reduce the authority of counties under the State Mining and Reclamation Act (SMARA).

Wildlife Corridors. Consideration of identified wildlife corridors should be provided in the development approval process to reduce the impacts of wildlife displacement. The identification of wildlife corridors should not result in regulatory impacts on private landowners.

TRANSPORTATION

Aviation Funding. RCRC supports continuation of state subsidies for general aviation airports in rural counties. These funds help defray operational and capital costs at these small rural facilities. Additionally, RCRC supports reauthorization of and increased funding for federal aviation programs that encourage and enable rural commercial air service. Without these subsidies many areas of California would not be connected to the national air travel system.

Development Planning. RCRC opposes the use of state transportation funds as an incentive or reward for adoption of prescribed land use principles and development plans by local governments. RCRC also opposes the diversion of dedicated transportation funds for housing and development purposes.

Federal Surface Transportation Act. RCRC supports the timely reauthorization of the federal transportation authorizing legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), which is due to expire in 2014. RCRC strongly supports a surface transportation policy focused on preservation and maintenance of the existing highway system, including the secondary or rural highway network. In California, the secondary highway network serves as a connector to urban centers, a farm to market route and a path to our natural tourism areas. RCRC supports increasing the overall funding level for the next federal surface transportation bill to better meet the growing infrastructure needs of the nation.

RCRC supports an equitable distribution of federal transportation funds to California to better reflect the amount of taxes our citizens contribute to the national program. Additionally, RCRC encourage federal and state transportation policy-makers to recognize and prioritize the infrastructure and safety needs of rural areas, including funding for bridges and rural high risk roads.

RCRC supports the creation of a National Freight program to target funds to projects to help the movement of products throughout California and the nation. However, any such program must recognize the rural areas of the state and require funding be spent on the farm to market connectors and the roads that serve as alternatives to the Interstate system for large volume freight traffic.

Transportation Funding. RCRC supports the retention of a dedicated funding source at the local, state, and federal level for transportation programs. Annual revenues must be predictable to enable rational long-term planning at the local, regional and state level. To that end, in the effort to implement MAP 21, RCRC supports a continuation of program funding distribution status quo for 2013 to ensure already-identified projects – prioritized by local and regional planning agencies – continue and specifically bridge repair/replacement has a secured source of funding. For 2014 and beyond, RCRC supports distribution formulas that recognize a statewide transportation network which includes rural highways, roads and bridges.

LOCAL GOVERNMENT FINANCING

With voter approval of Proposition 1A in 2003, local government property tax revenue is no longer to be taken by the state. Proposition 1A was a major step in protecting local government revenues. However, counties need additional funding if they are to fulfill their state-mandated and traditional roles.

Financial actions taken by the State Legislature and the Governor have direct impacts on California's rural counties. Many rural counties rely on special state assistance, including but not limited to, law enforcement, emergency medical services, environmental health, and small airfields. RCRC is committed to working with all members of the Legislature and the Governor to ensure that the budget process maintains these vital services when these services are difficult to maintain solely on local revenues.

Agricultural Commissioners. RCRC supports a level of funding sufficient to implement the mandated pesticide use enforcement programs conducted by County Agricultural Commissioners. We oppose continuing the program without sufficient funding.

Bond Funds. RCRC supports the efficient and effective use of state bond funds and the maximization of federal funds. RCRC supports geographically equitable distribution of bond funds, accountability for bond fund expenditures, and the incorporation of input from local officials when spending priorities are determined. RCRC supports funding formulas that establish a reasonable minimum amount rather than an amount based on population.

Cooperative Wildlife Services. RCRC supports restoration of state matching funds for county participation in federal Cooperative Wildlife Services programs, which bring greater scientific knowledge and efficiency to local wildlife management programs.

Disaster Funding. The State General Fund has been the traditional source to fund CAL FIRE, Cal EMA, and other disaster-related agencies. In recent years, there have been proposals to provide additional revenues and/or lower the obligations of the State General Fund, including, most recently an SRA fee to fund CAL FIRE.

RCRC supports a new revenue stream that ~~are~~ is broad-based geographically, reflecting the fact that the activities of statewide disaster agencies benefit all Californians; CAL FIRE and other state emergency response agencies respond to all types of disasters including fire, floods, earthquakes, hazard materials spills, and terrorism, as well as vehicular and medical responses in Local Responsibility Areas, State Responsibility Areas and Federal lands. However, any new disaster management fee/tax must be in lieu of the existing SRA fee, not in addition to, and must include the unequivocal repeal of the SRA fee when the new revenue stream is created.

Counties should not be in the role of administering and/or collecting new revenues; however, in the event counties are required to perform an administrative/collection function, counties must receive full cost-recovery. With the addition of any new revenue sources, portions should be permanently dedicated for disaster prevention activities at the local level.

RCRC supports full funding of disaster relief for all eligible counties. Any changes to the structure of, or eligibility for, disaster assistance from the state must be feasible, both financially and from a staffing perspective, for all counties, even the smallest, least populous, and most rural counties in California. RCRC opposes any changes to, or limitations upon, the eligibility for receipt of the local portion of the mandatory state share of disaster costs. RCRC opposes tying county land use processes and decision-making to disaster relief funding.

Any changes to the current system of enhanced reimbursement for disaster funding that require changes to a county general plan should be tied to the timing of each county's regular update of its general plan, rather than to a specific date. If eligibility for enhanced reimbursement is to be an incentive for good planning and prevention, a program of self-certification must determine proof of such, rather than through costly on-site visits. As to fire disaster specifically, RCRC opposes any requirement for enhanced reimbursement for fire disaster that mandates a central countywide fire authority or classifies volunteer or tribal firefighters differently than professional firefighters.

RCRC supports the continuation of federal disaster assistance to states and counties, and encourages federal lawmakers to consider the impacts of any changes to the existing funding mechanism on small, rural counties with low population, minimal staff and fiscal resources, and aging or non-existent infrastructure.

Homicide Trial Funding. RCRC supports continued state funding of the extraordinary costs of major homicide trials in small counties to ensure that such counties will not face bankruptcy.

2011 Realignment

- In 2011, the Legislature and the Brown Administration enacted a comprehensive realignment of criminal justice programs and services to counties as well as realigned the funding of a variety of health and human services programs. Funding for the realignment scheme is currently set in statute through a dedication of 1.065% of the state portion of the sales tax rate and a limited amount of vehicle license fee revenues. The realigning of the health and human services programs started in the beginning of the 2011-12 fiscal year while the criminal justice realignment – via AB 109 – took effect on October 1, 2011. While RCRC did not endorse the 2011 realignment, RCRC supports the enactment of a variety of constitutional protections which will continue dedicated funding for the costs of meeting these new demands. Such protections should include:

- continuous appropriation of funds to counties;
- enhanced realignment program/services must be accompanied by commensurate state/federal monies;
- state shall assume the cost of any changes made by the federal government to programs subject to 2011 Realignment;
- state shall assume the costs when a federal court or administrative proceeding results in monetary penalties and/or increased costs against a county for performing the administration of 2011 Realigned programs;
- If the revenues that currently fund realignment are reduced/cease to be operative, the state is required to provide replacement revenues that are equal to or greater than otherwise would have been provided. If the state fails to provide the appropriate amounts, the State Controller shall transfer the appropriate amount of money to counties on a monthly basis. These payments should have priority over other state obligations.

RCRC also supports the continuation of dedicated state revenue streams for local law enforcement programs which are now incorporated into the 2011 Realignment scheme, including the Rural and Small County Law Enforcement Program, the Citizens Option for Public Safety and the Juvenile Justice Crime Prevention Act. These programs are currently funded primarily through a portion of vehicle license fee revenues and RCRC opposes any redirection of these vehicle license fee monies unless a replacement revenue stream is provided.

Municipal Bankruptcy. In 1949, California finalized the procedures for allowing municipalities to access federal bankruptcy laws (Chapter 9). California is one of eight states that have enacted authorizing statutes with unrestricted access to the Chapter 9 process. Only one county in California (the County of Orange in 1994) has filed under Chapter 9 since the creation of this option. RCRC believes that there is no need to deviate from the current, long-established policy of unrestricted access to the Chapter 9 process. RCRC opposes efforts that interfere, inhibit or delay a county's ability to seek bankruptcy protection in order to best manage their fiscal affairs. RCRC believes that any state interference jeopardizes a county's ability to avoid bankruptcy and/or impedes the ability of a county to continue providing the services required under state and federal law.

State Crime Laboratories. Most rural counties rely on forensic crime laboratories operated by the state Department of Justice to assist in investigations and prosecutions. In order to provide uniform quality and consistent forensic services, the Legislature established these laboratories for use by municipalities. RCRC opposes efforts to impose and implement a fee schedule for counties when using these laboratories.

Off-Highway Vehicles. RCRC supports the collaborative efforts of the OHV stakeholders' roundtable to resolve contentious issues. RCRC opposes the requirement for a local match in the Off-Highway Vehicles grant program.

Payments-in-Lieu of Taxes. RCRC strongly supports the reauthorization and continuance of full funding of the federal Payments-in-Lieu of Taxes (PILT) program to help counties offset the loss of property taxes from public land ownership. RCRC strongly supports full funding and payment to counties each budget year for the state PILT program administered by the California Department of Fish and Game (DFG). RCRC also supports payment in full of the arrearages due to counties by the DFG for the state PILT program.

Federal Payments to Schools and County Roads. In 2000, Congress enacted the Secure Rural Schools & Community Self-Determination Act. The Act was created to provide a guaranteed payment option to counties and schools located in forested areas in light of dramatic reductions in monies derived from timber harvesting on national forest lands. Proceeds provide rural counties and school districts with funding for a number of services including road maintenance and day-to-day school operations. The Act has been reauthorized several times and various reauthorization Acts include a "ramp down" of payments to local jurisdictions.

RCRC supports the timely reauthorization of the Secure Rural Schools Act. RCRC recognizes that the 2000 law was not a permanent federal funding source for counties and schools districts, but rather a temporary funding scheme to assist in an economic transition due to declining federal timber harvesting receipts. However, stakeholders, in coordination with the Administration and Congress, have yet to agree on an alternative, permanent funding source – consistent with historic payment levels – to support counties and schools with national forest lands. Therefore, RCRC supports reauthorization of the Act and aims to preserve funding levels which are adequate and reflect the federal government's commitment to rural communities. RCRC continues to support the development of creative permanent funding solutions into the future.

Proposition 36. RCRC supports adequate state funding for Proposition 36 programs at the county level and flexibility in using these funds to provide drug treatment services for non-violent drug offenders.

Resource-Based Fees. RCRC opposes the use of resource-based fees to balance the state budget. With such a large percentage of the state's natural resources located in our member counties, the citizens of rural counties can be unduly impacted by fees based upon those resources. As these resources benefit the state and the public at-large it is appropriate that the General Fund provide some level of support for resource related programs. The current practice of eliminating or reducing General Fund support for these programs and the resulting increased reliance on user fees, places an unfair and inequitable burden on rural communities.

State Budget. RCRC supports the timely adoption of a truly balanced annual state budget. Many county programs rely on state and federal pass-through funds to survive, including monies for health and social services, infrastructure, environment, public safety, and transportation. Long delays in the budget process

create an unpredictable fiscal situation for counties and make it difficult for counties to manage and budget.

Transient Occupancy Taxes. RCRC recognizes that the Transient Occupancy Tax is an important local government revenue stream for many tourism-dependent rural counties. In 2008, RCRC Counties collected $238.4 million in Transient Occupancy Taxes (TOT), providing a critical source of flexible local funds. Therefore, RCRC strongly opposes any efforts to exempt any taxable lodging sites or travel booking services/agents from the collection and payment of local TOT.

User-Based Fees and Assessments. RCRC opposes the expenditure of user-based fees and assessments to finance general or special benefit programs that are not directly related to the service for which the fee or assessment was initially established.

Unfunded Mandates. RCRC supports reforming the mandate reimbursement process to make it more reliable and timely for counties.

Williamson Act. RCRC supports reinstatement of state subvention funding to counties to provide compensation for reduced property taxes on lands that have Williamson Act contracts.

Williamson Act subventions were a significant contributor to the General Fund of many rural county~~y~~ies ~~coffers~~. This revenue represented as much as 15 percent of some rural county budgets and provid~~inged~~ counties with one of their few sources of discretionary dollars for essential public services many of which are delivered on behalf of the state ~~important health and safety programs~~.

For over forty years, the state funding of the Williamson Act had proved to be one of the state's most effective on the ground programs for encouraging the preservation of existing farmland, open space and habitat in California.

RCRC will continue to work with agricultural, environmental and local governmental organizations to explore state funding and other sources sustainable funding as well as potential changes to the program itself.

MILITARY BASE CLOSURES

While the defense industry remains a critical economic industry in California behind tourism and agriculture, Department of Defense (DoD) in California has declined $3.2 billion (11%) while rising $60 billion (42%) in all states in the aftermath of the base closures. DoD spending in California is currently about $26 billion with a workforce of nearly 200,000, including military and civilian personnel. There are 26 bases in California today.

During the four previous rounds of base closures, California lost 24 bases representing 25% of the bases closed nationwide. Additionally California lost nearly 100,000 jobs while the other 49 states combined lost approximately 80,000 jobs. These base closures resulted in an estimated loss of $9.6 billion in annual revenues for California.

Five RCRC member counties house military facilities: Imperial County – El Centro Naval Air Facility; Inyo County – China Lake NWC, Lassen County – Sierra Army Depot; Mono County – Marine Corps Mountain Warfare Training Center; and, Yuba County – Beale Air Force Base. Although the majority of military facilities are not located in RCRC member counties, the effects of their closure would potentially impact nearby RCRC counties. Some of the possible impacts of base closures on surrounding local communities include the loss of property taxes and sales taxes.

Base Reuse. RCRC supports incentives for economic reuses that are developed in coordination with the impacted local government(s) should any facilities close.

Disproportionate. RCRC believes consideration should be given to the disproportionate contribution local communities in California have already made to the streamlining of the military's base infrastructure. California shouldered a disproportionate burden of closures during previous BRAC rounds, suffering a 60% cut in net personnel despite housing only 15% of the nation's military personnel.

Economic Impact. RCRC believes strong consideration should be given to the economic impact of closures on existing communities in the vicinity of military installations and supports legislative efforts to provide state and federal economic assistance to areas that suffer because of such base closures or realignments.

Geographic Capacity. RCRC supports consideration of the importance of geographic capacity to accept future missions and their operating, research, design, testing, and evaluation requirements. Rural areas of the state provide access to large areas of operational airspace and land that will be a key to future military operational and training requirements.

Inactive Status. RCRC opposes the retention of facilities in an inactive status; this has a significant negative impact on the local community due to its inability to realize job creation through economic reuse of the site. Additionally, it delays the necessary cleanup of potential contamination prior to transition to any future use. Temporary deactivation does not generate any state and local revenues and would be blight on the surrounding communities.

Placement. RCRC supports the placement of out-of-state realignments at existing California military facilities.

Retention. RCRC supports retention of military bases in California to be operated in the most cost-effective and beneficial manner to the state and the people of the United States.

Toxic Cleanup. RCRC supports the swift cleanup of any toxic materials from bases that have already been closed in previous BRAC rounds to enable their economic reuse prior to any further base closures in California. Delayed base cleanup can delay property transfers and reuse, hurt the economic revitalization of nearby communities, harm the environment or public health, and increase environmental risks.

NATIVE AMERICAN AFFAIRS

The expansion of Indian Gaming and other businesses on tribal lands has made an impact on rural counties beyond the boundaries of tribal lands. The compacts adopted under the Davis Administration failed to require environmental review and mitigation of the effect of such projects, and failed to establish guidelines for county jurisdiction over health and safety issues or require payment by tribes for their fair share of the cost of local government services. Moreover, compacts entered into by the Schwarzenegger Administration have been overturned in the courts, when they disallowed direct payments from tribes to the state General Fund. RCRC supports efforts to either amend existing compacts or establish new compacts to require each tribe to negotiate with the appropriate county government on the impacts of business projects and impose binding arbitration on the tribe and county if they cannot agree on the terms of a mutually beneficial agreement.

Fee-to-Trust. Many tribes are attempting to acquire land outside of their current trust lands and are seeking that additional land be placed into federal trust in order to secure the ability to develop businesses. Recent case law (Carcieri) has invalidated many fee-to-trust transactions. RCRC opposes any "quick fix" legislation that would re-validate the current fee-to-trust system without reforming the current process to better accommodate the interests and concerns of local governments in the region of the fee-to-trust application. RCRC opposes the shift of land from fee-to-trust without community input.

Agreements. RCRC supports the requirement for judicially enforceable agreements between tribes and local jurisdictions.

Construction and Expansion. RCRC supports requiring tribal governments that seek to construct or expand a casino or other business that would impact off-reservation land to obtain the approval of the local jurisdiction.

Local Business Equality. Recognizing the current revenue generation and potential expansion of tribal lands and businesses, RCRC encourages equal enforcement of all appropriate tax laws and requirements on tribal businesses, in order to ensure a level playing field for local businesses and to ensure fairness in revenue generation within the county.

Mandatory Mitigation. RCRC supports a requirement that future Indian Gaming compacts provide for full mitigation of local impacts including

infrastructure load and local law enforcement issues from gaming. Mitigation should be provided through either the Indian Gaming Special Distribution Fund or through a judicially enforceable agreement between local jurisdictions and tribes. RCRC supports full funding of the Indian Gaming Special Distribution Fund or alternative funding source for full funding of local mitigation to provide badly-needed revenues to the counties and local governments affected by tribal gaming.

Tribal Fire Fighting. RCRC strongly supports the right of counties to utilize contracts or other agreements with tribal fire fighters and tribal fire departments as the official structural fire protection for any areas within their counties including State Responsibility Area (SRA) lands as well as any other firefighting duties such as wildland protection. RCRC recognizes the importance of tribal fire fighters and tribal fire departments and opposes any legislation or changes to regulations that would disadvantage any county that utilizes agreements with tribal firefighting entities, rather than other types of firefighting units. Additionally, RCRC supports the usage of tribal fire departments as part of a mutual aid system, where appropriate, and encourages all other entities responsible for fire fighting to recognize tribal firefighters as partners.

Tribal Gaming Compacts. Recognizing the potential expansion of tribal gaming facilities and anticipating the renewal of current gaming compacts, RCRC encourages the inclusion of greenhouse gas mitigation strategies in all new and renegotiated tribal gaming compacts.

NATURAL RESOURCES

RCRC member counties cover nearly half of California's total land mass. RCRC represents local governments that have regulatory and public trust responsibilities over the lands, surface waters, groundwater resources, fish and wildlife, mining, and overall environmental quality within their respective jurisdictions.

RCRC member counties stretch from the northern border with Oregon to the southeast border with Mexico, from the Central Valley to the Sierra, and from the coast to California's wine country. Although these rural areas are abundant in natural resources and agriculture, most of the State's population lives in the urban coastal areas and below the Tehachapi Mountains.

Rural counties support conservation of natural resources. Abundant natural resources are a key component of the history, economic base, and culture of California's rural counties. A strong working relationship between counties and public land managers is crucial for rural counties that rely heavily on a resource-based economy. RCRC will continue its ongoing efforts to create a better working relationship between member counties and the federal agencies that manage lands within member counties.

ENDANGERED SPECIES

Endangered Species Protection. RCRC supports efforts to streamline and modernize the state and federal Endangered Species Acts, and the state's Fully Protected Species Act. RCRC supports a more comprehensive and integrated approach, as opposed to a single-species approach, in order to help balance species protection with the economic and social consequences that may result from such protection, including compliance costs. RCRC supports increased public collaboration throughout the development of "reasonable and prudent" measures during the Endangered Species Act consultation, NEPA and CEQA processes.

Federal and State regulatory agencies should adhere to the highest professional scientific standards to justify their biological conclusions and recommendations. The resulting scientific conclusions and recommendations should be subject to independent scientific peer review.

On the state level, RCRC does not support changes to the existing responsibilities of the Department of Fish and Wildlife and the Fish and Game Commission.

FOREST MANAGEMENT

Fire Prevention. RCRC supports community-focused fire prevention policies that balance environmental protection with the preservation of life and property. RCRC supports finding solutions that will better protect our communities and the environment from the catastrophic effects of wildfire, including detriments to air and water quality, loss of habitat, forced evacuations, and other devastating environmental and societal losses.

RCRC supports realistic policy and regulatory reforms that could lead to better mitigation of wildfires on federal, state and private lands. RCRC encourages an increase in state and federal financial resources being put toward prevention either in grants to aid local agencies in the management of forestlands, including preparation of fire management plans for WUI areas and implementation of fuel reduction programs; or in direct dollars spent towards "on-the-ground" projects.

RCRC will seek new and non-traditional partners with whom to collaborate on solutions to the ever-increasing threat of wildfires to our rural communities specifically, and to California as a whole.

Fire Protection and Prevention Decision-Making. RCRC supports active outreach on the part of state and federal land managers to engage counties and local government officials in decisions regarding fire prevention and protection activities on federal lands that may affect the health and/or safety of residents or visitors of the surrounding communities.

Community Wildfire Protection Plans. RCRC supports local collaboration between fire services, civic leaders, community citizens, and other stakeholders to develop community wildfire protection plans (CWPPs). CWPPs should include

broad-based approaches to fire prevention on federal, state, and private neighboring lands. CWPPs, when fully implemented, should provide a step in the right direction towards mitigating the destructive effects of wildfires.

Oak Woodlands. RCRC supports the conservation of oak woodlands but strongly believes that local planning authorities should control the protection of oak woodlands in areas of oak woodland scarcity, not the state through legislative mandate.

Sierra Nevada Framework. RCRC supports the administrative review process of the Sierra Nevada Framework. RCRC supports managing the Sierra Nevada national forests to increase the presence of native tree species, reduce fire-prone vegetation, and decrease forest density. RCRC supports prioritization of fuel reduction projects in wildland/urban interface areas, municipal watersheds, and areas prone to insect and disease infestation.

~~**Structural Fire Protection.** RCRC supports CAL FIRE's continued commitment to maintaining the practice and policy of providing structural fire protection in State Responsibility Areas and encourages the state to work with local governments to motivate the United States Forest Service to adopt practices and policies providing structural fire protection in Federal Responsibility Areas. RCRC supports CAL FIRE's efforts to ensure that the United States Forest Service provides the appropriate level of structural fire protection for all structures located on State Responsibility Area lands that have been "swapped" with Federal Responsibility Area lands within California.~~

Federal Fire Fighting. RCRC urges the United States Forest Service (USFS) to work with local governments, local fire agencies, and CAL FIRE, to adopt a strategy that is similar to, and equally comprehensive as, CAL FIRE's stated mission of protecting resources, lives, and property on any California lands subject to a balance of acres swap between CAL FIRE and USFS.

Timber Harvesting on Private Lands. RCRC opposes additional requirements that would further increase the cost of Timber Harvesting Plans (THP's) or make the approval process more onerous. Additional THP costs and/or a more onerous process would result in a potential increase in fire and insect and disease risks, thereby further jeopardizing rural communities that are located near private forestlands. RCRC supports efforts to reduce or streamline the regulations on private forest owners.

LAND CONSERVATION

Conservation Easements. RCRC supports a broader use of state funded limited term conservation easements as opposed to permanent easements. Although federal government programs provide funding for term easements, the state's current policy prevents full utilization of this funding option.

Invasive Species. RCRC supports state and federal funding to increase public awareness of invasive species as well as to facilitate their removal and reduce harmful economic and environmental impacts that result from the spread of these species, such as the degradation of agriculture, water quality and water supply issues, and increased wildfire danger.

Land Acquisition. RCRC believes the following key factors must be considered in any conservation acquisition: protection of property rights, willing buyer/willing seller, local land use authority, and the maintenance of productive working landscapes consistent with local land use plans. Any local government that may be impacted should be notified when a conservation acquisition, in either fee title or an easement, is being considered.

Special Land Use Designation. RCRC supports multiple-use land designations for national forests and other federal lands. Where special land-use consideration is desirable, RCRC supports a five criteria evaluation: 1) designations must be supported by local governments, 2) the permissive tools of land management must be capable of preserving and protecting the landscape's natural features in perpetuity, including protection from wildfire and disease and insect epidemic, 3) designations must be generally consistent with historical and present uses, 4) designations must contribute to the future anticipated demand for national forest and federal land uses, and 5) a balance of diverse uses must be maintained within a reasonable geographic vicinity.

State Owned Land. The current state land acquisition system needs reform. A key element of that reform must include a thorough analysis of existing holdings based upon criteria that is developed in accordance with each agency's mission, goals and available resources. Current state holdings should be analyzed and measured against those criteria to determine whether it is appropriate that those properties be in state ownership.

STATE CORRECTIONS SYSTEM

Facing a federal court order to reduce the prison population, the Legislature and Brown Administration enacted a comprehensive realignment of the criminal justice system that has many felons now serving their sentences under local supervision. Despite this realignment, California's current prison system remains overcrowded. The facilities that comprise the state prison system were designed for nearly 100,000. Many expect that further work needs to done for the State to comply with the federal court order which requires the population to be 137.5% of capacity (a target level of approximately 110,000).

Mitigation for the Expansion of Existing Prisons. Several prisons located in rural counties face proposed expansion. Specifically, the following prisons, located in RCRC counties, are slated for some type of expansion: Mule Creek in Amador County; Pelican Bay in Del Norte County; Centinela and Calipatria in Imperial County; High Desert in Lassen County; Sierra Conservation Center in Tuolumne

County. RCRC supports requiring that the State and the Department mitigate the local impacts of a new prison facility or the expansion of an existing one. In addressing these mitigation needs, the State and the Department must work with the affected counties and their Boards of Supervisors. The scope of issues for mitigation should include impacts to water services, wastewater treatment/storage/disposal, transportation, health care services, education, fire protection and law enforcement.

Early Release. RCRC is very concerned about any effort to reduce the current prison population (which, due to realignment, now contains the most violent and serious offenders) by granting 'Early Release' to offenders. If the Legislature is to sanction early release, RCRC believes additional state resources should be provided to local governments in anticipation of increased law enforcement costs and a variety of social services demands.

Legal Costs. RCRC supports State funding for counties' district attorneys and public defenders for the cost of prosecuting/defending serious/violent felonies that have allegedly been committed at state prison facilities. RCRC also encourages the Legislature to provide counties where there is a significant state prison population additional resources to address the costs of detaining persons awaiting trial for crimes allegedly committed while in state prison.

Social Services. RCRC believes social services, mental health, and other health programs for state prison inmate parolees that remain under state supervision should be provided and funded by the State. The State should also provide full funding for social services provided to inmate families.

TELECOMMUNICATIONS

RCRC supports the deployment of new technology in California and the equitable regulatory treatment of all forms of telecommunications services. RCRC strongly encourages both the federal and state government to focus telecommunications policies on deployment to rural areas. The state and federal government must ensure that legislative and regulatory schemes to promote deployment and competition should protect both consumers and local government authority.

Access. The state and federal government should require or provide incentives for build-out that encourage investment in all communities and neighborhoods, especially hard to reach rural areas. Incentive-based approaches, including grant funding, would help support the deployment of new technology in underserved and un-served rural areas of California.

Broadband Deployment. RCRC supports federal and state efforts to achieve 100 percent broadband deployment in the United States. Federal and state grant funds, and other incentive programs, should be targeted to projects for deployment to unserved areas, and the expansion of service, including the development of redundant systems, in underserved areas. Both the Federal and state government

should recognize the difficulty rural governments and rural providers may encounter in financially contributing to a high match requirement for deployment projects. Grant programs should allow local governments, directly and through public-private partnerships, to be an eligible applicant, and should include a waiver option to increase the federal or state contribution for projects that reach rural locales.

Customer Service. Customer Service Standards should be locally regulated with local complaint resolution. Standards should meet or exceed standards set forth by the Federal Communications Commission (FCC).

Emergency Systems. RCRC recognizes the importance of communication between public safety personnel during emergency situations, and supports the establishment of a dedicated, nationwide interoperable public safety broadband network. Additionally, all telecommunication providers should be required to observe long standing emergency notification protocols for both the national Emergency Alert System and local emergency announcements.

Public, Educational, and Governmental Programming (PEG) and Institutional Networks (INET). All communications service providers should provide, carry, and support (for both capital and operations expenses) Public, Educational, and Governmental (PEG) channels. Additionally, providers should continue the commitment to provide INET services to public facilities, such as government buildings and libraries to help connect local governmental services.

Revenue Protection. Any new franchise scheme (federal or state) must be revenue neutral for all counties. Local franchise fees, taxes, permit fees, etc. must be incorporated into any new franchise financing arrangement.

Rights-of-way. Counties must maintain control of the local rights-of-way and continue to manage access to local streets and sidewalks.

VETERANS' AFFAIRS

RCRC believes that all veterans should be recognized for their service to our county. RCRC supports ensuring that the full panoply of services for veterans is available to those who are residents of rural counties. Access to retirement housing, military healthcare, employment after discharge, and community reintegration are all issues affecting our veterans in rural areas. Several forms of specialized military training, including firefighting and law enforcement duties have high value in civilian life, but current law often does not fully recognize that training. These special skills are highly-valuable to rural areas where it is difficult to recruit and retain, and expensive to license those licensed professionals.

RCRC supports changes to the law that would allow specialized training completed during military service to qualify as training for non-military employment, where

appropriate, to better speed re-integration of the veterans into the communities and to grant rural counties a pool of well-trained individuals to fill needed roles in the community such as firefighting and law-enforcement without needing to bear the cost of duplicative state-mandated training. RCRC supports full funding for state veterans programs, especially those that draw down a federal match. Additionally, RCRC supports county efforts to have full flexibility in creating opportunities and giving assistance to veterans in their communities, such as low or no-cost permitting.

WATER

Nearly 75 percent of California's available water originates in the northern one-third of the state (north of Sacramento), while over 75 percent of the demand occurs in the southern two-thirds of the state. Much of the available runoff eventually flows into the Sacramento and San Joaquin rivers. Both of these rivers flow through the Central Valley and meet in the Delta.

State Water Plan (SWP). The State Water Plan (Bulletin 160) has become a strategic planning document that describes the role of State government and the growing role of California's regions in managing the state's water resources. RCRC has been an active participant in the ongoing development of the State Water Plan Update as a member of the Public Advisory Committee, and is currently participating in that same capacity during the development of the 2013 Update. It is important to ensure that the rural county/local government perspective is taken into consideration during the development of the State Water Plan policy recommendations.

Water Infrastructure. RCRC supports all cost effective means of increasing California's water supply that are consistent with these Policy Principles. RCRC supports significant new state and federal investment in our statewide infrastructure to help increase regional self-sufficiency for all regions of the state. New water storage gives water managers the flexibility needed to meet multiple needs and provide vital reserves in drier years. Reliance solely on the reallocation of existing supplies to address water supply shortages would potentially be short-sighted in that serious legal conflicts could ensue. Primary reliance on demand reduction would also be short-sighted as doing so could cause serious economic impacts without increasing the statewide water supply. RCRC supports the development of additional proposed surface storage projects if they are determined to be both feasible and economical.

Water Infrastructure Financing. RCRC supports the "beneficiary pays" principle, meaning that beneficiaries who directly benefit from a specific project or program should pay for their proportional share of the costs of the project or program. Costs should not be shifted to those that do not benefit. "Public benefits," benefits that are public in nature, should be funded by state and federal sources. "Affordability" should be factored into the determination of the proportional share of the costs. State and federal sources of funding should, for example, fund all or a

significant share of the proportional costs for disadvantaged and/or low income communities.

BAY-DELTA

The Sacramento-San Joaquin Bay-Delta (Bay-Delta) is the heart of the state's surface water delivery system and supplies drinking water to 25 million people. This water is vital to the state's trillion dollar economy. The Bay-Delta Estuary is also home to 750 plant and animal species, and supports 80 percent of the state's commercial salmon fisheries.

Various activities are ongoing with respect to the Bay-Delta, including the development of the Bay-Delta Conservation Plan (BDCP), the Delta Stewardship Council's Delta Plan, and the State Water Resources Control Board's Bay-Delta Plan.

Bay-Delta Conservation Plan. The intent in developing a Bay-Delta Conservation Plan (BDCP) is to meet the requirements of the Federal Endangered Species Act (FESA), the California Endangered Species Act (CESA), and/or NCCP Act to allow for the Delta-export operations of the Central Valley Project (CVP) and the State Water Project (SWP) to proceed within a stable regulatory framework.

"Activities" that would be covered by the BDCP include conveyance elements of the SWP and the CVP, maintenance and facility improvements of the SWP and CVP, project operational activities, and projects designed to improve salinity conditions.

Conveyance. RCRC recognizes that the Bay-Delta is an important economic and environmental resource benefiting all of California. It is RCRC's intent to work with all interested parties toward a successful resolution to the Bay-Delta's complex problems.

Assurances/Water Rights/Area of Origin. Programs or facilities implemented or constructed to improve Delta conditions, such as the Delta Plan or BDCP, must not result in redirection of unmitigated, adverse impacts to the counties and watershed of origin. Acceptable assurances must be provided to upstream water right and water entitlement holders. State and federal agencies must adhere to State water rights law, including State law relating to water rights priorities and area of origin and watershed of origin protections.

Delta Flows. The Department of Water Resources should continue to be responsible for meeting its obligations for flow-related water quality objectives as required by Decision 1641. The BDCP should acknowledge that the parties to the BDCP have full responsibility to satisfy any flow obligations required by the State Water Resources Control Board to mitigate for impacts caused by BDCP implementation.

Fees/Taxes. The south of the Delta exporters have agreed to pay for the cost of Delta conveyance which is appropriate as they will directly benefit. Implementation

of a Bay-Delta HCP and/or NCCP will be very costly. The BDCP should lay out in detail how it will be financed, the benefits that the parties to the BDCP will receive, and any benefits that the public is expected to receive and pay for. Costs should be apportioned on the basis of benefits received. Public trust and other public benefits should be paid for by general obligation (GO) bond proceeds and/or state and federal general tax revenues. RCRC opposes general fee authority for any administrative entity, including the Delta Stewardship Council.

Geographic Scope. The geographic scope of the HCP and/or NCCP must be limited to the Bay-Delta as defined in Section 12220 of the California Water Code.

Mitigation. Areas upstream from the Bay-Delta shall not be required to mitigate impacts to the Bay-Delta that have been caused by the construction and operation of the SWP and CVP.

Term 91. Term 91 limits diversions when the SWP and the CVP are contributing water from their stored water to meet water quality standards and other environmental objectives in the Delta. State and/or federal agencies should not apply regulatory authority, such as Term 91, to senior water-right holders or water users relying on area of origin water rights.

Water Rights. Water rights and water supplies of upstream communities should not be adversely impacted by the construction, operation or management of new water conveyance facilities.

Water Supply Reliability. New projects will be needed to meet current and future water supply needs in the areas of origin as well as throughout the rest of the state. State policy should support the development of local surface and groundwater storage projects and other local programs to assure water supply reliability statewide.

California Water Commission. The California Water Commission (Commission) will be responsible for allocating the $3 billion in funding for statewide water system operational improvements currently contained in the 2014 water bond. The Commission is also required by statute to quantify the public benefits of storage. RCRC will continue to closely monitor the activities of the Commission, and engage as needed on issues of importance to member counties.

Delta Stewardship Council. The Delta Stewardship Council (Council) is charged with adopting and overseeing the implementation of a comprehensive management plan for the Sacramento-San Joaquin Delta. RCRC will continue to closely monitor the activities of the Council, and engage in the implementation of the Delta Plan as needed on issues of importance to member counties.

FLOOD CONTROL AND MANAGEMENT

The Department of Water Resources (DWR) is the lead agency for FloodSAFE California – a program to improve integrated flood management statewide with a

significant emphasis on the Central Valley and the Delta. Integrated flood management addresses both aspects of flood risk: taking actions to reduce the frequency and severity of floods, and taking steps to reduce or mitigate the damages caused when floods happen.

Agencies at every level of government have some responsibility for flood control and management, and construction costs are shared among federal, state, and local agencies. Eliminating unacceptable risks of flood damage statewide will take decades and require significant resources.

One of the key issues facing local government is the issue of development in flood prone areas.

Central Valley Flood Protection Plan (CVFPP). Implementation of the CVFPP will be conducted through the Department of Water Resources' (DWR) Regional Flood Management Planning efforts. RCRC supports the development of plans that will present the local agencies' and public's perspectives of flood management, and contain a prioritized list of feasible projects that need to be implemented to reduce flood risks in each region.

Development in Flood Prone Areas/Floodplain Mapping. RCRC supports federal funding for and the continued updating of FEMA maps, supplemented by state maps, to assist local governments in better understanding the flood risks from reasonably foreseeable flooding.

Flood Control Subvention Program. RCRC opposes the reduction or elimination of the state share of local flood control subventions. RCRC supports full funding of subvention payments and the reimbursement of past unpaid subventions to local government and local agencies.

Funding. RCRC supports significant new state and federal investment in our statewide flood control infrastructure, including funding from the State General Fund and the issuance of General Obligation or Revenue Bonds, before the state attempts to impose cost sharing fees/taxes on those who live and work behind levees.

Land Use Authority. RCRC opposes state preemption of local land use authority. Land use decisions must remain at the local level.

WATER QUALITY

Enforcement. Regulatory water quality enforcement actions should be focused on achieving compliance as opposed to the imposition of punitive financial penalties that serve only to make it more difficult for local agencies to achieve compliance. RCRC supports mandatory minimum penalty relief for small and disadvantaged communities.

Non-Point Source Discharges. RCRC supports flexible, cost-effective approaches to monitoring water quality, and scientific evaluation of water quality impacts from agricultural discharge and storm water runoff. Management measures to address non-point sources of pollution should be based on technically and economically feasible control measures.

Onsite Wastewater Systems. RCRC opposes new regulatory requirements that restrict the use of onsite wastewater systems unless there is scientific evidence that such restrictions are needed to provide meaningful benefits to water quality.

Safe Drinking Water Act/Clean Water Act. RCRC supports efforts to streamline and modernize the Federal Safe Drinking Water Act and the Federal Clean Water Act (CWA).

Total Maximum Daily Loads (TMDL's). RCRC supports the integration of the TMDL process with a local watershed approach to water quality improvement, combined with sustainable levels of state and federal funding and/or technical assistance. RCRC opposes an exemption from CEQA for TMDL's. The CEQA process is very important as part of the decision making process in order that potential adverse impacts that may result from TMDL implementation be considered and disclosed.

Wastewater Discharges. RCRC supports the review of existing water quality objectives and beneficial use designations in an effort to reduce costly discharge monitoring and permit compliance requirements that do not provide significant improvement in receiving water quality. Where feasible, RCRC encourages the use of wastewater to preserve potable water for beneficial uses.

Water Boards Governance. RCRC supports the loosening of federal restrictions that limit the ability of locally elected governmental officials to serve on Regional Water Quality Control Boards because of income restrictions associated with the fact that local jurisdictions are required to have Water Board-approved discharge permits (the "10% Rule"). The 10% Rule has been a major stumbling block for city and county representatives who wish to serve on the regional water boards.

On the state level, RCRC supports elimination of procedural barriers that limit the ability of local government (and other stakeholders) to meaningfully access decision-makers and that make it difficult to obtain full and fair hearings on all matters before Regional Water Quality Control Boards.

Water Treatment Systems. RCRC supports continued funding assistance for small and economically disadvantaged communities, especially in rural areas, to upgrade water and wastewater treatment systems. Water quality and wastewater discharge regulations are becoming more stringent and will continue to require substantial new investment in water treatment facilities.

Watershed Management. RCRC supports local community-based collaborative watershed management planning and implementation as a means to enhance and protect water quality and other natural resources.

Wetlands. The State Water Resources Control Board (State Water Board) has previously addressed the "gaps" in wetlands protection resulting from the 2001 U.S. Supreme Court decision in Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers (SWANCC) with the adoption of general waste discharge requirements for minor discharges to non-federal waters in 2004. The State Water Board is proposing the adoption of a phased policy to protect wetlands and riparian areas which would expand the definition of "wetlands" beyond that of the federal definition and established Corps standards; and, expand wetland regulation to include wetland-related functions, riparian areas, and riparian area-related functions as well as all perennial, intermittent, and ephemeral watercourses. RCRC is concerned with the proposed expansion of wetlands regulation and will continue to participate in the policy development discussions.

WATER SUPPLY

RCRC believes that the state should take the lead role in planning and implementing those features of the state's water infrastructure than can only be met through statewide efforts. RCRC supports pursuing water supply and reclamation funding at the federal level as part of a broader Western Water measure that also contains a watershed component.

Groundwater. RCRC supports the management of groundwater at the local level. The effective and efficient management of water quality and supply for beneficial uses is best managed by local jurisdictions. RCRC supports adequate state and federal technical and financial assistance for local agencies in order to either remediate groundwater overdraft or maintain groundwater levels at a safe yield. California's groundwater resources are diverse and one-size-fits-all state mandates should be avoided. RCRC supports the adoption of county ordinances to protect groundwater against overdraft from out-of-county exports.

Integrated Regional Water Management. RCRC supports state and federal funding assistance to regions so they can leverage local dollars to develop and implement Integrated Regional Water Management Plans. Integrated regional water management will play an important role in meeting the state's water needs and aid regional self-sufficiency. RCRC supports the development of Integrated Regional Water Management Plans (IRWMPs) through a public, grass-roots planning process that includes all interested stakeholders, especially when developing the IRWMPs goals, objectives, and evaluation criteria. IRWMPs should provide access to State funding for water and wastewater projects that benefit disadvantaged communities and small rural communities.

Seawater and Brackish Water Desalination. RCRC supports seawater and brackish groundwater desalination where it is a viable option. Additionally, RCRC supports the streamlining of the approval process for these projects, and state and

federal funding for needed research. Seawater and brackish water desalination projects have the potential to play an important role in the state's water supply mix, and to help realize the overall goal of water self-sufficiency for all regions of the state. This benefits the state as a whole and helps protect water areas of origin.

Urban Water Conservation/Agricultural Water Use Efficiency. State and local urban water conservation and agricultural water use efficiency programs should be flexible and incentive-based. The term "water conservation" is used to mean any reduction in applied water use and "water use efficiency" is used to mean using water more efficiently to reduce demand for a given set of beneficial uses. To be successful, urban water conservation and agricultural water use efficiency programs should be designed and implemented by locally-elected officials. Local officials are in the best position to determine what activities and/or actions are locally cost-effective. Implementation of urban water conservation and agricultural water use efficiency programs must be consistent with existing state law that protects against loss of water rights for conserved water (Water Code Section 1011.)

Water Recycling. RCRC supports increased utilization of recycled water and continued state and federal support through appropriate technical and financial assistance. Recycled water increases the available water supply, reduces the demand for freshwater supplies, reduces wastewater discharges into rivers, creeks, bays, and estuaries and increases regional self-sufficiency. Water that is developed through recycling should be credited toward local water use reduction goals.

WATER TRANSFERS

RCRC generally supports locally-approved short-term water transfers between willing buyers and willing sellers as one way to meet short-term needs and maximize existing resources. Long-term transfers that involve permanent fallowing/retirement of non-drainage impacted agricultural lands or provide for the substitution of groundwater for transferred surface water should be designed with consideration of how the transfer might affect third parties and the social and economic conditions in the county. Support of the local community is key. Water transfer revenues should be used to provide local benefits, such as: flood protection, water supply, water conservation, water quality, maintenance of low water costs for local water users, and environmental enhancement

Transfers involving the permanent fallowing/retirement of agricultural lands should include a monitoring program to track changes within the region and a third-party action plan. Groundwater substitution transfers should include a groundwater monitoring and reporting program and a third-party action plan.

Water Rights. RCRC supports the existing water right and water right priority system. The vested water rights of water users must be inviolate. Water rights established by state law and state laws relating to use of water should be respected by federal agencies.

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Request to hire a Social Worker in the Adult Social Services division.

DEPARTMENTAL RECOMMENDATION:

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

A. the availability of funding for this requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
B. where internal candidates meet the qualifications for the position, the vacancies could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply; and
C. approve the hiring of one Social Worker, either a I at Range 61 ($3,345-$4,062), or a II at Range 64 ($3,590-$4,363), contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Adult Social Services division, which provides Adult Protective Services (APS), In Home Supportive Services (IHSS), and investigations of referrals for LPS Conservatorships, has received a resignation letter from a social worker, who will be moving out of the area. This will leave a vacancy in our Adult Social Service division.

The position being vacated primarily provides coverage of our APS program, which is charged with investigating and managing reports of abuse/neglect of our elder and dependent adult population, as well as the LPS Conservatorship investigations and case management functions. These functions not only provide a needed safety net for two very vulnerable populations, but also ensure that an effective continuum of services is available of our aging and disabled population. In addition, the position carries a small caseload of IHSS clients, providing initial assessment and annual reassessment services to the eligible clients.

The position will be vacated by a Social Worker I, however the Merit System Services (MSS), State Personnel System, reviewed the position duties and responsibilities within the last year and classified the position at a Social Worker I or II level. Therefore, HHS is respectfully requesting authorization to fill the vacancy with either a Social Worker I or II.

ALTERNATIVES:

Denying this request would result in the existing staff absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on behalf of elder and dependent adults due to increased workloads.

OTHER AGENCY INVOLVEMENT:

Superior Court, Inyo County Senior Program, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department and District Attorney.

FINANCING:

State and Federal funding, along with Social Services Realignment and 2011 Realignment funds will pay for this position. There is funding in Social Services (055800) in salaries and benefits for this requested position. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ 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: 12/19/12
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: 12/17/12 Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 1-3-13

For Clerk's Use Only:
AGENDA NUMBER

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator and Auditor-Controller

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Budget Amendment for MuniServices, LLC Sales Tax Audit Services

DEPARTMENTAL RECOMMENDATION

Request Board recognize $3,645 in additional revenue from the State Board of Equalization to pay MuniServices invoice for quarterly Sales and Use Tax Audit services by amending the Fiscal Year 2012-2013 County Budget as follows: Increase revenue and expense in the General Revenue and Expenditures budget (#011900), by increasing Sales Tax, revenue code 4062 by $3,645, and increasing appropriations in the Professional and Special Services object code (#5265) Professional Services by $3,645. (4/5's vote required)

SUMMARY DISCUSSION

On September 27, 2011, the Board approved an agreement with MuniServices, LLC for the provision of Sales and Use Tax and Audit Services to detect and correct point of sale distribution errors, and thereby generate sales tax revenue for the County which would not otherwise be realized due to the allocation errors. The agreement provides MuniServices a fee of 25% of the amount of sales and use tax it recovers on behalf of the County each quarter. Because the amount of money that MuniServices will recover for the County in any Quarter or Fiscal Year varies wildly, and cannot be accurately forecast, funds are not budgeted in advance to pay the MuniServices fee. Rather, a budget amendment, such as that being requested today, is employed to recognize additional sales tax revenue (generated by MuniServices) in the amount of the fee owed to MuniServices.

MuniServices has recovered $14,580.71 for Inyo County by correcting point of sale distribution errors for the tax Quarter ending June 30, 2012. Accordingly, MuniServices is entitled to an earned fee of $3,645.18. The requested budget amendment will provide a means of making this payment to MuniServices. The remainder of the sales and use tax revenue recovered by MuniServices for the Quarter ending June 20, 2012 ($10,935.71) will not be recognized in the Budget, unless needed later, and will therefore accrue to Fund Balance in the General Fund and be available for use in next year's Budget.

Overall, MuniServices Sales Tax and Use Tax Audit Services has resulted in a correction of 15 accounts, and produced more than $77,704 of new revenue for Inyo County. According to MuniServices, based on its experience with other California cities and counties, the actual results achieved (absent audit adjustments and fund transfer reallocations) will result in Inyo County being able to expect to continue to receive approximately $58,286 per year of ongoing sales tax revenue from the corrected accounts that would not otherwise be realized.

ALTERNATIVES

Your Board could choose to deny this request, however, this is not recommended as it will require paying the MuniServices invoice from funds appropriated for other purposes in the Budget.

OTHER AGENCY INVOLVEMENT

Working with County Departments, MuniServices reviews and identifies sales and use tax reporting allocations from the State Board of Equalization.

FINANCING

The tax audit service fees for MuniServices are paid out of the General Revenue and Expenditures Budget #011900, Object Code #5265 Professional Services, only when its efforts on behalf of the County result in increased revenues to the County.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 1/10/13
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:
(Not to be signed until all approvals are received) _____ Date: 01-10-2013

Invoice

MUNISERVICES

MuniServices, LLC
7625 N. Palm Avenue
Suite #108
Fresno, CA 93711 USA

Invoice Number: 0000029253
Invoice Date: 10/31/2012
Invoice Due Date: 11/30/2012
Customer Number: INYOCO-CA001
Internal Number:
Customer P.O.:
Terms: Net 30 Days

County of Inyo
Mr. Kevin Carunchio
PO Drawer N
224 N. Edwards Street
Independence, CA 93526

Item Code	Description	Amount
SUTA - SERVICE - CA	Sales and Use Tax SUTA Services for the tax quarter ending June 30, 2012.	3,645.18

Net Invoice	3,645.18
Invoice Total:	3,645.18

Please contact the MuniServices Billing Department at (559) 271-6946, or e-mail billing@MuniServices.com should you have any questions or comments.

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Public Works

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Shoshone Modular Buildings Improvement Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board approve the specifications for Shoshone Modular Buildings Improvement Project; and
2. Authorize the Interim Public Works Director to advertise and bid the Project; and
3. Authorize the Interim Public Works Director to award the project if the bids are within the project budget, and sign all contract documents, contingent upon the appropriate signatures being obtained; and
4. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law, but not to exceed $27,975.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In approximately 1991 the Sheriff's Department purchased 2 modular homes to house resident deputies in Shoshone. These building were constructed to Housing and Community Development standards (HCD), which allow installation of single pane windows and reduced wall thickness insulation among other construction cost saving measures. The roofs on these building have been losing composition shingles for a number of years and have exceeded their useful life. They are beyond reasonable repair.

The Public Works Department is requesting approval of plans and specifications to improve these two modular homes. The improvements would include the replacement of the existing windows in the buildings as they currently are single pane glass and are subject to infiltration and greater heat gain or loss. In addition, the roofing would be replaced with materials that are California Title 24 compliant as a Cool Roof system. This type of roofing should reduce the costs for cooling the buildings. The proposed dual pane windows are also considered energy saving measure. They will include Low-E glazing and much more air tight frames to reduce air infiltration. The work proposed in this agenda item will address several major building envelope issues. Other building envelope issues that will not be addressed are the wall or ceiling insulation.

The Public Works Department recommends that your Board approve the specifications for the installation of building improvement measures because it will reduce utility costs and a new roof will protect the buildings and the contents.

Your Board should be aware that there was a high priority placed on the repair of these buildings during the recent Budget Hearings.

ALTERNATIVES:

Not approve the plans, specifications, advertisement and award of the project. This is not recommended because funding been budgeted for the work and improvements have been identified as a project priority.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans, specifications and bid package.
County Counsel for review of the contracts and this agenda item
Auditor for the payment of all invoices.
The Sheriffs' Department, the Sheriff Deputies occupy the modular homes

FINANCING:

The funds for this project will be provided through the Deferred Maintenance Budget 011501, Object Code ~~5191~~, Maintenance of Structures.
5640 RC

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/31/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: Yes Date 1/7/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: NA Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 1-7-12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
17

FROM: Road Department

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Roadeater Workshop

DEPARTMENTAL RECOMMENDATIONS:

1. Hold a workshop to discuss the "Roadeater" flooding disaster of August 2012

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Road Department would like to present a workshop to discuss the status of the roads that were affected by the August 2012 thunderstorms. Since the "Proclamation of Local Emergency" was declared, there has been a decision by Governor Jerry Brown not to sign a Governor's Proclamation. The Road Department would like to discuss how the county moves forward on the repair of these roads. This discussion would include costs, the ability of the Road Department to fix certain roads and other related issues.

ALTERNATIVES:

The Board could elect not to have the workshop. This is not recommended as this discussion is crucial to how the Road Department handles this disaster and potentially how it may handle these types of disasters in the future.

OTHER AGENCY INVOLVEMENT:

County Administrator's Office
County Counsel

FINANCING:

None required.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 1/9/13

For Clerk's Use Only:
AGENDA NUMBER

18

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

SUMMARY DISCUSSION: The Inyo National Forest is working on updating the Inyo National Forest Plan.[1] County staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

Background

The U.S. Forest Service completed an update to the Forest Planning Rule in 2012. The County of Inyo participated extensively in developing the rule; input from the County was incorporated into the rule, including a requirement that the Forest Service coordinate with local government.

The Inyo National Forest has been selected as one of the first of eight forests nation-wide to be an early adopter of the new Rule; three of the "early adopters" are in Forest Service Region 5 in California – the Inyo, Sequoia, and Sierra National Forests. Forest Service staff reports that the planning effort will comply with both the 1982 and 2012 planning rules in case the 2012 rule is invalidated through litigation. Due to dissimilarities in the rules for latter phases of Plan revision, this may become more cumbersome as the process proceeds.

Inyo National Forest Plan Update/Revision

Forest Service staff is embarking on updating the Inyo National Forest Plan. The Plan was approved in 1988 and includes numerous amendments, errata, and other modifications; due to its age and format, it is anticipated that a substantial revision and reformat will be necessary. Forest Service staff expect that the updated Plan will be more policy-oriented than the existing plan, providing broad policy guidance for management of the Forest, but less physical prescription for specific areas.

A team approach between the local and Region 5 Forest Service offices is being undertaken to provide in-house technical expertise to the local office and prepare the Plan Update/Revision. A core team in the regional office has been assembled to provide oversight, direction, and assistance for the forests in Region 5, including an economist, ecologist, social scientist, and a technical editor. The Center for Collaborative Policy (CCP) is assisting the Forest Service in its public outreach.

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1 Refer to http://inyoplanning.org/InyoNationalForest.htm for more information about the County's participation in the Plan Update/Revision.

With the assistance of CCP, the Forest Service prepared and circulated for public review a draft Collaboration and Communication Plan for the Plan Update in the fall. A final C&C Plan is expected in the next several weeks. Work on the assessment phase is beginning now, which is expected to be completed by the end of this year. Following, the Forest Service will work on the Plan Update/Revision and Environmental Impact Statement, with a Record of Decision expected several years in the future.

Coordination

Staff has met with Forest Service staff roughly twice a month since the early fall for purposes of coordination and has been reporting back to the Board. Attachment 1 includes the agendas for the two meetings that have occurred since the last update for the Board. Staff will report on the discussions that took place during these meetings. Inyo National Forest Supervisor Ed Armenta has prepared the Contract for Success included in Attachment 2, which is provided for the Board's information.

Per the Board's direction, staff has been working with the Forest Service to develop an agreement regarding the mechanics of coordination. Previously, the Board deferred deciding whether to name the agreement a Memorandum of Understanding/Agreement or a Cooperating Agency Agreement. The former could be based upon a regional Memorandum of Agreement (MOA) entered into between the Forest Service, Bureau of Land Management, and the California State Association of Counties. The County of Inyo and the Forest Service also worked on a Memorandum of Understanding several years ago that could be utilized as a template. A Cooperating Agency Agreement is an arrangement defined by the National Environmental Policy Act that affords specific benefits and responsibilities, and can also be the basis for the agreement.

The County's core staff team and the local Forest Service staff is close to finalizing the terms of a draft agreement, and hopes to begin broader internal staff review shortly. The current form of the agreement is based on a cooperating agency agreement; if the Board feels strongly that an alternate format should be utilized, it would be helpful for staff to convey this to the Forest Service.

Sierra Cascades Dialog[2]

The Forest Service has conducted a series of Dialogs with the assistance of CCP over the last several years to discuss a range of issues affecting national forests in the Sierra Nevada and the Cascades and people who live, work, and recreate there. The Dialogs have focused on the future of the national forests, providing opportunities for learning, shared meaning, aligned actions, and understanding different perspectives. The next Dialog is scheduled for January 24 and 25 in Sacramento, with opportunities to participate in Bishop. The Board may discuss attendance at this meeting.

Staff has arranged an introductory meeting with the Regional Forest Service core team late in the day on January 25 following the Sierra Cascades Dialog. Staff seeks the Board's input regarding any issues to be discussed at the meeting, and if any Supervisors wish to attend or participate via conference call.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

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[2] Refer to http://www.cce.csus.edu/conferences/ccp/scds10/index.htm for more information concerning the Dialogs.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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

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

Joshua Hart Date: 1/9/13

Attachments

1. Previous Agendas
2. Contract for Success

Agenda
Inyo National Forest/Inyo County Coordination Meeting
Inyo National Forest Plan Update
December 19, 2012, 10:00 a.m., Forest Service Bishop Office

I. Intro (1 min)

II. General Update (5 min)

III. Bioregional Assessment (5 min)

IV. Schedule (5 min)

V. Substantive Issues for Agreement (70 min)

VI. Collaboration and Communication Plan – Next Steps (5 min)

VII. Mtg. w/ Regional Team and Sierra Cascade Dialogue (5 min)

VIII. Next Meeting – January 2 – reschedule? (1 min)

IX. Confidentiality Review (2 min)

X. Wrap up (1 min)

Attachment 1

Agenda
Inyo National Forest/Inyo County Coordination Meeting
Inyo National Forest Plan Update
January 9, 2013, 10:30 a.m., Forest Service Bishop Office

I. Intro (1 min)

II. General Update (5 min)

III. Bioregional Assessment (5 min)

IV. Mtg. w/ Regional Team and Sierra Cascade Dialogue (5 min)

V. Collaboration and Communication Plan – Next Steps (5 min)

VI. Schedule (5 min)

VII. Substantive Issues for Agreement (30 min)

VIII. Agreement - Next Steps (10 min)

IX. Assessment – How do we begin, start review? (10 min)

X. Next Meeting – January 16 – reschedule/cancel? (5 min)

XI. Confidentiality Review (2 min)

XII. Wrap up (1 min)

Inyo National Forest
Forest Plan Revision Contract for Success
October 2012

Purpose

The Inyo National Forest will be revising its Land and Resource Management Plan (Forest Plan or plan) by 2016 according to the provisions of the National Forest System Land Management Planning Rule (36 CFR 219). The 2012 Planning Rule provides a 3-step framework for revising a plan: an assessment of resource conditions and trends (36 CFR 219.6); revising the plan (36 CFR 219.7 and 219.13); and monitoring (36 CFR 219.12). These three phases of the framework are complementary and may overlap.

This agreement provides my vision and expectations for the forest plan revision process, including roles and responsibilities of the interdisciplinary team, timelines, scope, and budget.

Organizational Structure

The 2012 Planning Rule identifies the **Forest Supervisor** as the Responsible Official for developing and approving the revised Forest Plan. As the Responsible Official, I have the authority and responsibility to manage the plan revision process, including determining the scope, methods, forum, and timing of public participation opportunities (36 CFR 219.4(a)); determining the scope, scale, and timing of the assessment (36 CFR 219.6); and approving the revised Forest Plan (36 CFR 219.14).

Along with the forest supervisors for other forests engaged in plan revision and several regional directors, I am a member of the **Regional Steering Committee** established to provide leadership, guidance, and direction in support of forest assessments and plan revisions in the Pacific Southwest Region. The committee is responsible for guiding the work of the regional planning team and for the oversight of the regional revision process, collaboration and communication strategies, expectations, and the resolution of issues both internally and externally.

For efficiency and consistency, the Regional Office has formed a **Regional Planning Team** composed of an Ecologist, Social Scientist, Economist, and Writer-Editor. Ron Pugh, Deputy Director of Ecosystem Planning, has been assigned to serve as interim **Regional Planning Team Leader** until the position is filled permanently. While we are continuing to work with the Regional Office to define roles and responsibilities, the expectation is that the Regional Planning Team will be writing the bioregional and forest-level assessments, environmental impact statements, and forest plans for the Inyo and other forests in the region engaged in plan revision.

As described more below, I have identified an **interdisciplinary team** (IDT) and an **IDT leader**. The IDT members will prepare the assessment, revised plan, and plan monitoring program (36 CFR 219.5(b)). The IDT Leader will manage the work of

the team to ensure compliance with the NEPA, 2012 Planning Rule, and other applicable direction. Our interdisciplinary team includes several members of the Regional Planning Team: the Ecologist, Social Scientist, and Economist. While located at the Regional Office in Vallejo, these team members are key members of our interdisciplinary team.

Under the guidance of the IDT leader, IDT members will participate as assigned in the **assessment topic teams** formed by the Regional Office to facilitate discussion between regional and forest staff on the various chapters of the assessment.

I have also established a **Forest Steering Committee** comprised of the Recreation Staff Officer, Resource Staff Officer, Public Affairs Officer, Deputy District Ranger for the Mammoth and Mono Lake Ranger Districts, Administrative Officer, and IDT Leader. The Steering Committee will provide leadership, oversight, and accountability during revision of the forest plan by identifying next steps, issues, and decision points relating to staffing, funding, public involvement, and project timelines.

Leadership Intent

Leadership is critical to the success of the planning process. While forest plan revision is our highest priority, I understand that incorporating this major planning effort into our program of work represents a considerable challenge given our limited staffing. It is my responsibility to work with the Regional Steering Committee, Forest Leadership Team, and Forest Steering Committee to identify and balance program of work priorities, and provide clear direction to staff as to my expectations.

While I bear the ultimate responsibility for the success of plan revision, I expect my staff to act as leaders too. These expectations include:

- Members of the Interdisciplinary Team will identify problems as they arise and work with the Forest Team Leader to resolve them at the lowest organizational level possible.
- The Forest Team Leader will coordinate with the Regional Team Leader to resolve issues that are not limited to the Inyo, and to manage work between the forest and regional planning teams.
- Issues and problems that cannot be resolved by working with the Team Leader will be brought to the Forest Steering Committee. As with the interdisciplinary team, I expect the Steering Committee to resolve problems at the lowest organizational level possible. When issues require my input and direction, the Steering Committee will identify possible solutions to the problem for my consideration.
- When issues are brought to me for consideration, I will determine whether to resolve the concerns myself, engage the Forest Leadership Team in their resolution, or elevate the issues to the Regional Steering Committee.

Commitment to Collaboration

The 2012 Planning Rule provides opportunity for public participation in all phases of forest planning (36 CFR § 219.4 (a)), and defines collaboration as a process through which "*...people with diverse interests share knowledge, ideas, and resources while working together in an inclusive and cooperative manner toward a common purpose...*" (36 CFR 219.19). Furthermore, I will honor the government-to-government relationship between federally recognized Indian Tribes and the Federal government and invite the participation of States, counties, and other local governments as cooperating agencies.

I have been working with the Center for Collaborative Policy and interested stakeholders to develop a Communication and Collaboration Plan to guide the collaborative process for Forest Plan revision. Using the Inyo National Forest Communication and Collaboration Plan (expected completion date November 2012), and the Region 5 Collaboration Guide (v. 2.0 or later), I will design and implement a fair, open, and inclusive collaborative process throughout all phases of the planning framework.

Staff and Roles

I have established an interdisciplinary team (IDT) to prepare the assessment, revised plan, and plan monitoring program (36 CFR 219.5(b)). As shown in the table below, the IDT is comprised of core and extended team members, and will be supported by other forest staff as assigned. The IDT leader will manage the work of the team to ensure compliance with NEPA, the 2012 Planning Rule, coordination with the Regional Office, and other applicable direction.

Core IDT: Core IDT members will be integrally involved in all phases of the plan revision process, including preparation of the assessment, development of plan components, and analysis of effects of the proposed plan. In addition to representing their assigned discipline(s), core team members will provide input on other aspects of the revision process, including content and design of work products and public collaboration.

Extended IDT: Like the core team members, extended IDT members will represent their assigned discipline(s) in the preparation of the assessment, development of plan components, and analysis of effects of the proposed plan. While plan revision is still their highest priority, the time commitment for extended team members is generally expected to be less than that of core team members.

Support Staff: Support staff identified in the table below will support the work of the core and extended team members by gathering data, summarizing existing information, preparing analysis, etc. Time commitment will vary widely, depending on the assigned tasks. Additional support staff members are expected to be identified as we learn more about the scope and scale of the project.

Team membership and time commitment will be adjusted in response to changes in project scope or issues identified during the planning process.

To ensure consistent communication and high productivity, the IDT leader will be establishing a standing IDT meeting schedule for core and extended IDT members. I expect all IDT members to prioritize attendance of the standing meetings, and to avoid scheduling other meetings and appointments during the regularly scheduled meeting time to the extent practicable. Forest plan revision will be the highest priority for all team members.

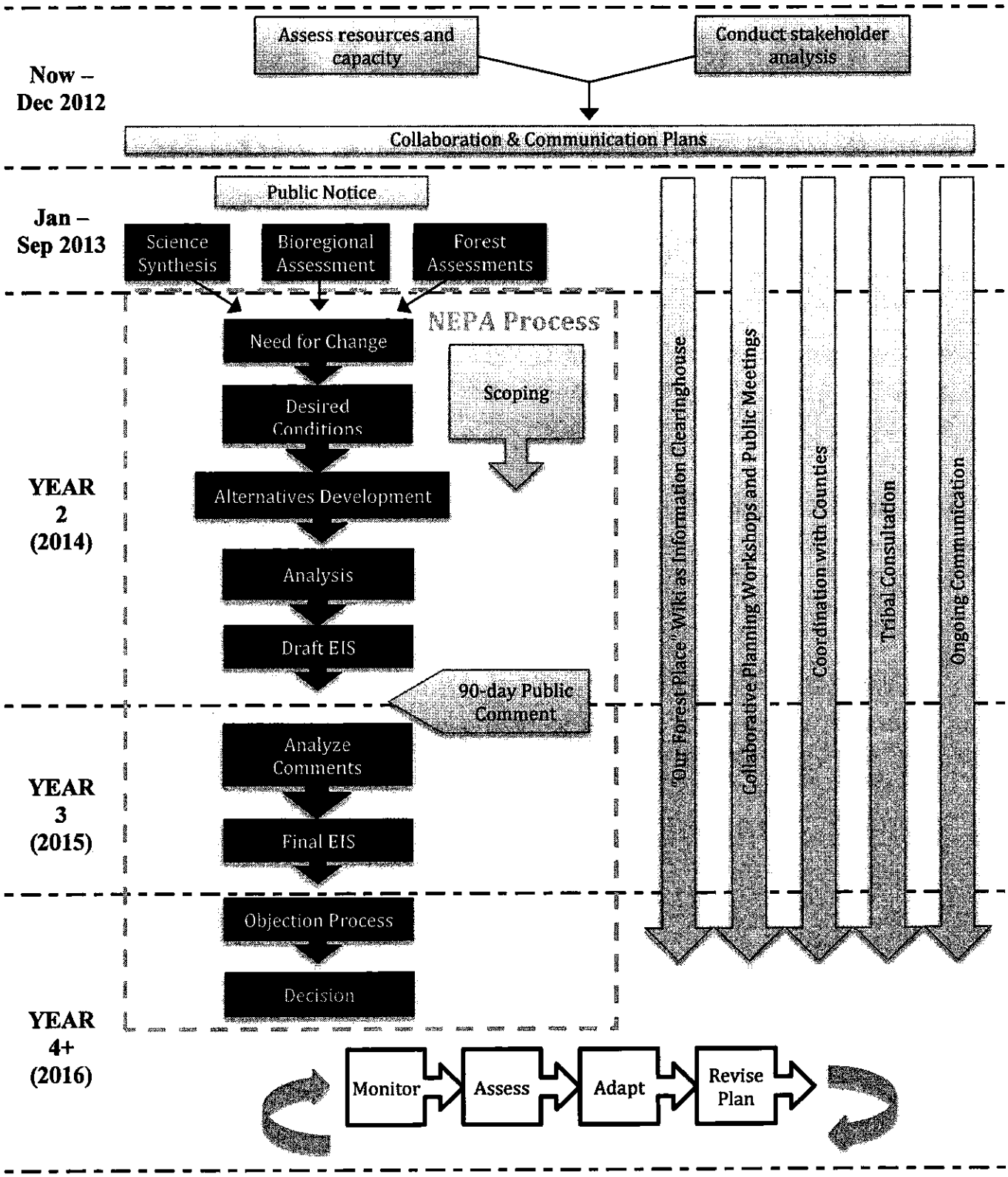
Team Representative	Discipline / Resource	Approx. Time Commitment (FTEs)	Support Staff
CORE TEAM			
Susan Joyce	IDT leader	0.75	TBD
Recreation Planner, GS-12 - New position	Designated Areas (Wilderness, WSR, Geological Areas, Scenic Areas, Scenic Byways, etc.)	0.4	Marty Hornick, Katy Rich, Jeff Novak, Adrienne Dunfee, Margie Derose
	Recreation Opportunities and Settings, Recreation Facilities	0.4	Marty Hornick, Katy Rich, Jeff Novak,
Ecologist, GS-11/12 (Kathleen Nelson, interim)	Ecology	0.35	Jo Ann Fites-Kaufmann (RO)
Erin Noesser	Physical sciences: Water, Soils, Air	0.45	TBD
Michele Slaton	GIS Specialist	0.45	TBD
	Carbon assessment	0.06	TBD
Nancy Upham	Collaboration	0.5	TBD
EXTENDED TEAM			
Margie Derose	Minerals (coal, oil, gas, geothermal, etc.)	0.2	TBD
Adrienne Dunfee	Infrastructure (roads, facilities)	0.09	Nora Gamino, Rec. Planner, Kim Forkner, April Barron or Brianna Goehring
Sheila Irons	Land Status	0.08	TBD
	Infrastructure (dams, lands special uses)	0.08	TBD
	Energy (hydropower, wind, solar)	0.09	Michele
Karla Hawley (RO)	Writer-Editor	TBD	TBD
Dale Johnson	Timber, Forest Vegetation, Fuels	0.2	TBD

Team Representative	Discipline / Resource	Approx. Time Commitment (FTEs)	Support Staff
	Energy (biomass)	0.09	TBD
Sarah Johnston	Cultural Resources & Uses	0.06	Bob Foxworth
	Tribal Areas and Consultation	0.1	TBD
Sonja Lin (RO)	Social Science	TBD	TBD
Mark Metcalf (RO)	Economics	TBD	TBD
Leeann Murphy	Terrestrial Wildlife	0.33	Richard Perloff
Kathleen Nelson	Rare Plants and Weeds	0.3	TBD
	Designated Areas (RNAs, SIAs, Botanical Areas, Zoological Areas)	0.06	TBD
Lisa Sims	Aquatic Wildlife	0.27	TBD
	Range	0.1	Brianna Goehring or April Barron, as assigned
Alan Taylor	Fire	0.1	TBD

Timeline and Milestones

The revision of the forest plan will be completed by 2016. In order to meet that deadline, I have identified the following process milestones. It is my expectation that by meeting the six key milestones we will position ourselves for success.

Milestone	Expected Completion Date
1. Informal notice to begin the assessment	Winter 2013
2. Availability of the assessment report	Fall 2013 (September)
3. Notice to begin plan revision/Notice to prepare EIS (typically combined)	February 2014
4. Notice of proposed plan and DEIS	February 2015
5. Notice of objection period with revised plan prior to approval and FEIS	September 2016
6. Notice of plan approval	December 2016


Now – Dec 2012
Assess resources and capacity
Conduct stakeholder analysis
Collaboration & Communication Plans
Jan – Sep 2013
Public Notice
Science Synthesis
Bioregional Assessment
Forest Assessments
NEPA Process
Need for Change
Scoping
Desired Conditions
YEAR 2 (2014)
Alternatives Development
Analysis
Draft EIS
90-day Public Comment
YEAR 3 (2015)
Analyze Comments
Final EIS
Objection Process
Decision
YEAR 4+ (2016)
Monitor
Assess
Adapt
Revise Plan
Our Forest Place Wiki as Information Clearinghouse
Collaborative Planning Workshops and Public Meetings
Coordination with Counties
Tribal Consultation
Ongoing Communication

Funding

The WO has proposed to provide a total of $2 million in NFIM and NFPN funding, per forest, to support the 4-year plan revision process. In Region 5, some of the forest funding will be used to support the members of the Regional Planning Team and other needs as determined by the Regional Steering Committee.

On the forest, core and extended IDT members will be funded to the extent possible with NFIM or NFPN funds provided to the forest for that purpose. At this time, it is expected that support team members will be largely funded out of their regular BLIs. Refer to WorkPlan for a current project work plan.

Planning Year		Funding to R5 (per forest)	Funding to Forest
1st Year	2013	$600k NFIM	$250k NFIM, other BLIs TBD
2nd Year	2014	$500k NFPN	TBD
3rd Year	2015	$500k NFPN	TBD
4th Year	2016	$400k NFPN	TBD

Managing Expectations

Given the limitations on funding, time, and staff, the scope and scale of the assessment and the revised plan will need to be carefully managed in order to complete the revision process by 2016. Two key principles will underscore all phases of the revision process, and will help us manage internal and external expectations:

> **Use existing information and data:** We will need to make good use of the best available scientific information we have. While we will identify information gaps during the assessment phase, opportunities to collect new data as part of plan revision are expected to be very limited.
>
> **Relevancy to plan revision:** At all times, we need to consider how a particular task, assignment, or body of information will relate to the development of integrated resource management direction to provide for ecosystem services and multiple uses for the Inyo National Forest. All that we do—during the assessment, revision, and monitoring phases—will need to be closely tied to the ultimate goal of developing revised plan components for integrated resource management.

In closing, I'll say that forest plan revision is an exciting challenge, and I am and will remain committed to making it a success. However, I recognize incorporating this major planning effort into our program of work represents a considerable challenge given our limited staffing and funding. Your health and well-being is of utmost importance to me, and I am prepared to make difficult decisions about project timelines—including those established for forest plan revision—in order to protect

your health. It is my responsibility to help you balance your workload with your home life, and I take that responsibility very seriously.

/s/ Edward E. Armenta
EDWARD E. ARMENTA
Forest Supervisor

Date: 10/31/2012

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 9:30 a.m. ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrative Officer

FOR THE BOARD MEETING OF: January 15, 2012

SUBJECT: Inyo County Film Commissioner Services

DEPARTMENTAL RECOMMENDATION:

Request Board consider the Request for Proposals for the provision of Inyo County Film Commissioner Services, and alternatives, and provide direction to staff.

SUMMARY DISCUSSION:

Your Board is being asked to consider the Request for Proposals for the provision of Film Commissioner Services (Attachment A), and other alternatives described below, and provide direction to staff.

Background

The County has contracted with Chris Langley, as a sole source provider, for Film Commissioner Services since Fiscal Year 2007-2008. This followed an extensive review of the Inyo County Film Commission by the Board of Supervisors in June 2007 (see Attachment B). Mr. Langley's most recent contract with the County expired last June.

On November 8, 2011, the Board of Supervisors considered ratifying and approving a contract for Film Commissioner Services, with Mr. Langley, for the period July 1, 2011 through June 30, 2012 in an amount not to exceed $40,000. The Board elected to ratify and approve the contract, in a prorated amount, for the period July 1, 2011, through January 31, 2012, and directed staff to prepare a Request For Proposals (RFP) for Film Commissioner Services. Subsequently, on January 17, 2012, the Board amended the Film Commissioner agreement to extend the term of the contract to March 31, 2012. The Board, again, amended the Film Commissioner agreement to extend the term of the contract to May 31, 2012, to allow additional time to prepare and circulate the RFP, evaluate resulting proposals, and award a new Film Commissioner Services contract without incurring a significant lapse in film commissioner services. Ultimately, the term of Mr. Langley's contract was extended through June 30, 2012. Mr. Langley was reminded in June that his contract was expiring at the end of the month.

The circumstances that delayed preparation and circulation of the RFP, and necessitated extending the Film Commissioner Agreement last spring – namely staff vacancies and competing priorities demanding more immediate attention from staff – have continued to persist. I take full responsibility for the decisions regarding my office's priorities, and the resulting delay in securing Film Commissioner services.

The Request For Proposals for Inyo County Film Commissioner Services is now complete, and being presented to your Board today for review. It is neither customary nor required that an RFP be approved by the Board of Supervisors prior to its circulation. The County Purchasing Policy charges the CAO and County Counsel with that responsibility. However, I believe that recent circumstances and the history of the Inyo County Film Commission, recounted below, make it appropriate that your Board be afforded an opportunity to provide input regarding the RFP, as well as the alternatives described later in this report.

History

While local citizens have always participated in, and promoted Inyo County's role as a premier filming destination, the County's role in supporting and directly funding commercial filming and photography (beyond issuing permits for the use of County buildings, parks and roads) is a relatively recent phenomenon. During the past 10-years, the County has employed a variety of mechanisms for supporting the film industry, and its role in promoting the region as a filming destination has evolved.

In the late 1990's, the California Film Commission requested that the County of Inyo designate a single entity to represent the entire county in the California Film Commission's "Film Liaisons In California, Statewide" (FLICS) Program. Any city or county or public governmental agency located in California with jurisdiction over filming in its geographic area can participate in the FLICS partnership. To do so, the public entity must delegate, by resolution, a local film office or commission within its jurisdiction to be its "FLICS Designee." The FLICS Designee can be an office, organization, or non-profit enterprise.

Prior to this time, Jim Vanko of Mammoth Mountain Location Service in the north, and the Lone Pine Chamber of Commerce in the south, represented Inyo County to the California Film Commission. In response to the California Film Commission's request for a single point of contact, several other individuals and entities approached the Board of Supervisors to express their interest in serving as the County's liaison to the state Film Commission.

On June 1, 1999, the Inyo County board of Supervisors adopted Resolution No. 99-30 (Attachment C) designating:

> *The Inyo County Administrator, or his designee, as Inyo County's liaison to the California Film Commission and FLICS, until such time as the Board of Supervisors designates another entity.*

Subsequently, the County Administrator, as authorized by Resolution No. 99-30, designated the Lone Pine Chamber of Commerce as the Film Commission Liaison Office for Inyo County. A copy of the letter conferring the designation is included as Attachment D.

In making the designation, the CAO placed conditions on the designation that required the Lone Pine Chamber of Commerce to:

1. Contact the State to obtain the necessary paperwork for this change, and submit it to his office for review;
2. Communicate this designation to all other Chambers of Commerce;

3. Work closely with the other Chambers of Commerce to promote the film industry in the County;
4. Understand that no funding will be provided from the County for any activity as a result of this designation; and,
5. Provide a report to the County Administrator's office every six months on the activity of the film industry in the County.

Based on published reports, the Lone Pine Chamber of Commerce assigned Diane Taylor to first head the Film Commission Liaison Office (which publicly represented itself as the Inyo County Film Commission) and, within a year of its designation, produced a 70-page film resource guide and represented the County at the Locations Global Expo, an annual movie locations trade show. Later, in early 2002, representatives from the Lone Pine Chamber of Commerce approached Chris Langley to represent the Film Commission Liaison Office.

During the County's Fiscal Year 2002-2003 Budget Hearings, Mr. Langley made a presentation regarding his activities as Film Commission Liaison and his future plans for the Film Commission Liaison Office. As a result, the Board of Supervisors voted to increase the amount of the Advertising County Resources Program grant to the Lone Pine Chamber of Commerce by $10,000 to supplement the Chamber's support for Mr. Langley's efforts. However, there is no indication that the Board intended this additional contribution of $10,000 to relieve the Lone Pine Chamber of Commerce of its obligation – agreed to as part of the County's original designation of the Chamber as the Film Commission Liaison Office in April 2000 – to fund the Film Commission Liaison Office without relying on additional County funding.

The Lone Pine Chamber of Commerce received this supplemental funding in Fiscal Year 2002-2003 and Fiscal Year 2003-2004 in the form of an increase in the amount of its Advertising County Resources Program grant. Beginning in Fiscal Year 2004-2005, the County started providing this money to the Chamber through a separate Advertising County Resources Program contract, and the amount of the Chamber's primary ACR Program contract was decreased accordingly. In subsequent years, until contracting directly with Mr. Langley in Fiscal Year 2007-2008, the County executed two (2) Advertising County Resources Program contracts with the Lone Pine Chamber of Commerce: one for the Chamber's work as the County's Film Commission Liaison Office; and, one to support the Chamber's broader work.

The Board of Supervisors' review and consideration of options regarding the Inyo County Film Commission in June 2007 was the result of concerns expressed during the preceding year about the County's need to reduce Advertising County Resources Program funding, including reducing the funding for the Lone Pine Chamber of Commerce's administration of the Film Commission Liaison Office. Although the $10,000 per year that the County began providing to the Chamber for Film Commission activities in Fiscal Year 2002-2003 was never intended to entirely fund the Film Commission Liaison Office, the Lone Pine Chamber of Commerce indicated that it could not adequately provide these services for the $6,000 in County funding it received in Fiscal Year 2006-2007. This led the County to begin considering a Film Commission Fee. Since any fee structure has to be based on the cost of providing services, the Board of Supervisors was asked to consider the scope of work the Film Commission had been performing or the Board wanted the Film Commissioner to perform; the cost associated with providing the level of work; and, formalizing the scope of work beyond Resolution No. 99-30 and the letter designating the Lone Pine Chamber of Commerce as the Film Commission Liaison Office.

In examining the scope of work the County wanted the Film Commission to perform, the Board reviewed requirements and recommended activities for film commissions the California Film Commission developed as part of its "Film Liaisons In California, Statewide" (FLICS) Program. These guidelines specify the responsibilities the County must perform to maintain a formal relationship between the Inyo County Film Commission and the California Film Commission. In addition, the Board reviewed specific marketing opportunities and strategies the Film Commission could undertake, beyond its responsibilities to the FLICS Program, to attract even more production companies to the area. These potential marketing components and the California Film Commission guidelines can be reviewed in greater detail in the June 5, 2007 Agenda Request Form (Attachment B).

The possible mechanisms for providing the desired Film Commission services were also reviewed. These included the existing model (whereby the Lone Pine Chamber of Commerce was designated as the County's Film Commission Liaison Office); contracting for film commissioner services; providing film commissioner services in-house; and, additionally, the possible creation of an actual, appointed Film Advisory Commission, or an ad-hoc advisory group. Again, these options are described and analyzed in further detail in the June 5, 2007 staff report (Attachment B).

After discussing these and other considerations on June 5, 2007, the Board of Supervisors decided to contract directly for film commissioner services, and directed that a sole source contract with Mr. Langley be prepared for providing these services. The original amount of Mr. Langley's contract was $50,250 per year; including a $2,575 per month stipend, $4,050 for travel and per diem expenses, and $15,300 for marketing activities. Subsequently, based on actual costs, the annual contract amounts were reduced to $50,000 in Fiscal Year 2008-2009, and $40,000 per year in fiscal years 2009-2010, 2010-2011, and 2011-2012 – all still providing for a $2,575 per month, or $30,900 per year fee to the Film Commissioner.

Additionally, for Fiscal Year 2011-2012, the Film Commissioner contract was modified to require:

- Require contact information for the Office of the County Administrator be included in all marketing and resource materials produced by the Film Commissioner and the Office of the County Administrator be identified in these materials as the venue where members of the film industry and members of the community can register compliments or complaints regarding Film Commissioner services;
- Restricts the contractor's use of the Film Commissioner title to official capacities;
- Require the Film Commissioner, when acting in his official capacity, to adhere to the established policies of the County; and,
- Prohibiting the Film Commissioner from soliciting or accepting fees or donations for providing Film Commissioner services, or on behalf of other organizations or entities.

Proposed RFP for Film Commissioner Services

The proposed RFP incorporates requirements to fulfill the same roles and responsibilities specified in the scopes of work contained in recent Film Commissioner contracts, based on Board of Supervisors direction since 2007, and including marketing activities and California Film Commission requirements and recommendations. The RFP also provides for the Film Commissioner to continue to assist in the development and any subsequent administration of an Inyo County Film Permit for filming on non-County properties. Additionally, the RFP contemplates contract amendments to provide for liquidated damages to ensure contract requirements are adhered to, including the timely submission of reports

from the Film Commissioner. Your Board may wish to consider modifications to the scope of services and responsibilities being secured through the RFP.

One such modification might be to provide that the RFP process could result in awarding multiple Film Commission Liaison contracts to ensure greater coverage and representation across the County.

Similarly, your Board may want to provide alternate direction regarding the proposed term of the contract (currently 22-months).

The RFP currently proposes that responses will be evaluated and ranked by staff using specific, weighted evaluation criteria, the top-rated respondent or respondents will be negotiated with, and the resulting contract or contracts will be recommended to your Board for approval. While your Board will also retain ultimate authority for selecting a contractor or contractors to serve as Film Commissioner (assuming the contract will exceed $10,000) your Board may desire to take a more active role in the process of reviewing proposals and selecting a contractor. This could include:

A. Designating a sub-committee, or meeting as the full Board to review and rank proposals; or
B. Appointing a combination of staff and/or private citizens and business owners to serve as the review committee;
C. Participating in a double-blind selection process whereby, to ensure neutrality in selecting a contractor, the RFP will be modified to:
    a. Have each member of the review committee assign a score of 1 to 25 points (with 25 points being the highest score possible) for each of the evaluation criteria.
    b. The individual evaluation forms completed by each member of the review committee will be placed in an envelope that will be sealed and provided to the Inyo County Auditor-Controller.
    c. Subsequently, during open session of a regular meeting of the Board of Supervisors, your Board will be asked to assign a weight factor to each of the criteria identified above. The weight factor for each criteria will be represented as a percent, and the sum of all weight factors will total 100%.
    d. Only after your Board approves the weight factors, the Auditor-Controller will, for each proposal, average the individual scores awarded by the members of the review panel for each criteria, and then apply the weight factor approved by your Board to the average score for each criteria. The Auditor-Controller will then tally the resulting total points awarded for each proposal and announce the results to the Board of Supervisors.
    e. Inyo County will commence contract negotiations, including finalizing the Scope of Work and associated Fee Schedule, with the respondent receiving the highest ranking.

ALTERNATIVES:

In addition considering modifications to the RFP, and directing staff to proceed with issuance of the RFP, your Board could:

1. Direct staff not to issue the RFP and prepare a sole source contract for Film Commissioner Services with Chris Langley, making sole source findings similar to those described in the June 5, 2007 staff report (Attachment B). If your Board provides this direction, it is requested that you specify a term for the contract and indicate whether the contract is to be ratified to a

start date anytime back to July 1, 2012. Please note that a letter in support of Mr. Langley has been received from Mr. Robert W. Sigman, former President & CEO of Republic Pictures, dated January 6, 2013, and is included with this report as Attachment E.

2. Direct staff to suspend the RFP process and, informally, inquire if other individuals and/or entities are interested in serving as the County's liaison to the state Film Commission under terms similar to those provided to the Lone Pine Chamber of Commerce in April, 2000 (e.g., at no cost to the County).

3. Direct staff to suspend the RFP process and determine if the Lone Pine Chamber of Commerce and/or Bishop Chamber of Commerce are interested in serving as the County's Film Commission Liaison Office, or as Film Commission Liaison Offices for the northern and southern parts of the County, for $10,000 a year (similar to the Lone Pine Chamber of Commerce getting $10,000 a year between 2002 and 2007) or a specific, marketing-only budget.

4. Direct staff to suspend the RFP process and explore the development of a regional film commission comprised (and funded) by multiple public agencies with jurisdiction over and/or whom benefit from commercial filming (e.g., Mono County, Town of Mammoth Lakes, City of Bishop, Los Angeles Department of Water and Power, U.S. Bureau of Land Management, U.S. Forest Serve, California State Lands Commission, etc.)

5. Direct staff not to issue the RFP and take no further action. Pursuant to Resolution No. 99-30 the Inyo County Administrator, or his designee, will serve as Inyo County's liaison to the California Film Commission and FLICS.

6. Rescind Resolution 99-30 and take no further action. This alternative is not recommended because it will result in the County not having a designated FLICS designee. The film industry also represents an important part of our county's cultural heritage, and promoting Inyo County as a location for filming provides a benefit to the County and its residents and businesses, and is something the County should promote. In addition to directly benefiting the bottom line of local businesses, as well as residents that may be employed by, or provide services to photographers and film crews, the County itself receives tax revenue from the goods and services provided by local businesses.

7. Provide staff with other direction including, possibly, some combination of the above alternatives.

OTHER AGENCY INVOLVEMENT:

The Film Commissioner can serve as a liaison with and between the film industry; the State California Film Commission; other local governments, County departments, Los Angeles Department of Water and Power, U.S. Bureau of Land Management, U.S. Forest Serve, California State Lands Commission, etc.).

County Counsel has reviewed the RFP and his comments have been incorporated in the draft being presented for consideration today.

FINANCING:

The Fiscal Year 2012-2013 County Budget includes $40,000 for Film Commission services. This money is provided from the General Fund. The County is not mandated to designate a liaison to the California Film Commission and, at a time when County departments continue to operate with bare bone appropriations and are asked to delete vacant staff positions or, at the very least, delay filling vacant positions – thereby, in effect, asking staff to do more with less – your Board may wish to evaluate the County's ability to continue funding the Film Commission program at the same high levels it has in the past.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 01-09-2013

ATTACHMENT A

County of Inyo Request For Proposals
Film Commissioner Services

COUNTY OF INYO

REQUEST FOR PROPOSALS

For

Film Commissioner Services

Deadline for Submission: February 15, 2013

County of Inyo
Office of the County Administrator
P.O. Box N / 224 N. Edwards Street
Independence, California 93526

REQUEST FOR PROPOSALS

The County of Inyo, through the Office of the County Administrator, seeks to obtain the services of an individual, organization, or firm with demonstrated experience to effectively serve as the County's Film Commissioner.

I. PROJECT DESCRIPTION/BACKGROUND

Encompassing more than 10,000 square miles, Inyo County features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, water, and movie making histories.

Located less than three-hours from Los Angeles, Inyo County has provided the ideal locations for hundreds of motion pictures, television shows, commercials, and print advertisements, as well as countless amateur endeavors similar in nature. The County's rich film history is celebrated daily at the acclaimed Beverly and Jim Rogers Lone Pine Film History Museum, and annually during the Lone Pine Film Festival, entering its 24th year. Synonymous with the westerns, Inyo County has been the home away from home for some of the genre's biggest names, including Gene Autry, Hopalong Cassidy, John Ford, Budd Boetticher, Randolph Scott, Sam Peckinpah, and John Wayne. However, the county has also served as the setting for non-western blockbusters including Gunga Din, High Sierra, Tremors, Star Trek V and Star Trek Generations, Gladiator, Iron Man and, most recently, Django Unchained, as well as stars such as Brad Pitt, Kevin Bacon, Robert Downey Jr., and Russell Crowe . . . to name a few.

Since at least the 1990s, the County of Inyo has formally relied on individuals and organizations to promote the county as a location for commercial filming. Beginning in 2000, the Lone Pine Chamber of Commerce was designated as the County's Film Commission Liaison Office, and in 2002, the County began paying the Lone Pine Chamber of Commerce $10,000 per year to perform this function. In 2007, the County rescinded its designation of the Lone Pine Chamber of Commerce as the Film Commission Liaison Office and began relying on an independent contractor to provide Film Commissioner services on behalf of the County. In 2011, the Board of Supervisors determined that these services should be procured through a formal solicitation of proposals instead of awarding a sole source contract.

As part of its annual budget process, and as its fiscal circumstances permit, the County endeavors to provide funding to market specific attributes of Inyo County and the County as a whole and, in doing so, supplement the on-going marketing activities of individual business enterprises, the chambers of commerce (working independently and in concert), other public agencies, non-profit organizations, and regional collaborations. **In recent County Budgets, including the Fiscal Year 2012-2013 County Budget, the Board of Supervisors has appropriated up to $40,000 per year for film commissioner services.**

In soliciting proposals for the provision of Film Commissioner services, the County seeks to get the highest level of professional service possible for the lowest possible cost. The County recognizes that the amount of funding it has available for the project may govern the scope and nature of the Film Commissioner services and additional marketing activities that are proposed. However, while the Minimum Scope of Work required by this RFP is significant, prospective respondents are informed that the Minimum Scope of Work identified below is representative of the Scope of Work for which the County has successfully entered into professional services contracts during the past four (4) years.

It is the intent of the County to evaluate all proposals received in response to this RFP from responsible applicants. To be considered, one (1) Printed Original and three (3) Printed Copies of the Proposal must be received prior to the close of business on February 15, 2013, at the

County of Inyo
Office of the County Administrator – Film Commissioner RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, <u>not</u> the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

All proposals received by the submittal deadline will be reviewed by a committee of County staff to evaluate each respondent's proposal relative to completeness, experience, scope of work, budget, value, and ability to contract.

Inyo County reserves the right to reject all proposals received in response to this RFP. The County is also reserving the right to negotiate with multiple respondents and, possibly, recommend the Board of Supervisors award multiple contracts for Film Commissioner services. All contracts over $10,000 are subject to approval by the Inyo County Board of Supervisors.

The term of the contract will be for a minimum of 22-months (March 1, 2013 through December 31, 2014), contingent on the approval of future County Budgets. The term may, subsequently, be extended in two-year increments, at the sole discretion of the Board of Supervisors.

II. MINIMUM SCOPE OF WORK

In requesting and evaluating proposals for Film Commissioner services, the County of Inyo intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most advantageous and cost-effective means of attracting and supporting commercial filming in the county, including all of its many sub-regions. In preparing their proposals, respondents are encouraged to recognize the financial resources the County has

appropriated for the project, and demonstrate how these resources will be leveraged for maximum results.

At a minimum, the Contractor selected to provide Film Commissioner services will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission, and ensure the County's continued participation in the California Film Commission's *Film Liaisons In California, Statewide* (FLICS) Program. These duties include, but are not limited to:

A. Actively working to attract film production into all areas of the County;
B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry; and,
C. Serving as a liaison between the film industry and the County and the community, including public and private landowners and other public agencies in the region.

In carrying out these duties, the Contractor shall regularly and routinely publicize contact information for the Office of the County Adminstrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services. At a minimum, this information shall be included in the local crew lists, production guide, and resources database that the Contractor is required to develop, maintain, and distribute (in paper and electronic form acceptable to the County), and on any web site the Contractor develops, maintains, or operates in conjunction.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices;
- Stay informed on production issues in Inyo County communities and convey this information to producers;
- Serve as an experienced trouble shooter for producers and the communities in which they work;
- Know how to secure permission to film on a variety of properties within the County;
- Be familiar with potential filming locations within the County;
- Remain sensitive to the needs of the communities within the County;

- Never solicit or accept fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements;

- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
  - ✓ location scouting assistance;
  - ✓ referral and liaison services with industry facilities and services;
  - ✓ liaison services to and among communities, production companies, and government agencies;
  - ✓ augmented outreach; and,
  - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission;

- Provide film liaison and location services, including photography of locations;

- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters;

- Act as a liaison between production companies and all levels of government, including the facilitation of permitting;

- Network with regional and state organizations related to filming;

- Only use the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain; and,

- Refrain from taking positions or engaging in activities, in an official capacity, contrary to the established polices of the County of Inyo or which might otherwise bring discredit to the County.

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists in written and electronic form;
2. Develop, maintain, and distribute a local resources database, including photography of locations throughout all regions of the County, in written and electronic form;
3. Develop, maintain and distribute a current local production guide in written and electronic form; and,
4. Create and have published at least four (4) articles for the local and/or national and/or international media.

With regard to the crew lists, resources database, and production guide noted above, the Contractor will be required to provide it in an electronic format acceptable to the County. In addition, if the material is to be hosted on a web site, the web site must be developed using software approved by the Inyo County Information Services Director.

Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and answering machine or service, and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:
    a. a physical mailing address or Post Office Box;
    b. a cellular telephone;
    c. an e-mail account; and,
    d. an internet-based photo hosting service
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, as directed during the course of this contract, the Contractor may be required to research and work with County staff to evaluate and make a recommendation to the Inyo County Board of Supervisors regarding the feasibility of modifying the County's film permit requirements, including the levying of fees to support the Inyo County Film Commission.

If the County's film permit requirements are modified, the Contractor will be expected to implement and administer the County film permit process for non-County facilities and properties, as directed. If adopted, implementation and administration of the modified film permit may include but not be limited to:

- Publicizing the need for a County film permit;
- Determining the applicability of the County film permit requirements and associated fee schedule to specific filming activities;
- Ensuring all filming activities subject to the film permit requirements apply for a County film permit;

- Working with film permit applicants to ascertain the information necessary for the Film Commissioner to prepare a film permit, including the appropriate(s) fee for the filming activity in question, for submission to the County;
- Promptly notifying the County office responsible for finalizing film permits when a film permit has been prepared for submission; and,
- Preparing a monthly compilation of all film permits prepared by the Film Commissioner, to be submitted to the County with the Contractor's monthly invoice for payment of services.

Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Adminstrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.

2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.

3. Within 60-days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction and posting to a County web site. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.

4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.

5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services;

6. Make at least two (2) Verbal Reports a year, once in April and once in October, to the Board of Supervisors during the course of this contract. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda.

7. In addition to the two (2) Verbal Reports required in item 5 above, the Contractor shall prepare and present, in person, two (2) Written Reports a year to the Board of Supervisors. The Written Reports shall be submitted to the County Administrator, to be agendized for an upcoming Board of Supervisors' meeting, no later than June 1st and December 1st of each year during the term of the Agreement for the provision of Film Commissioner Services. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than November 1st in lieu of the December 1st deadline. At a minimum, the Written Reports must include:

    a. A summary of the Contractor's activities and accomplishments relative to carrying-out the duties and responsibilities of Inyo County Film Commissioner;

    b. A tally, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner) since execution of the Agreement or since submittal of the last Written Report of:
        i. production requests received by the Contractor;
        ii. production contacts initiated by the Contractor; and,
        iii. (if applicable) County Film Permits prepared by the Contractor;

    c. Identification and itemization, by category, of all productions filmed in Inyo County since execution of the Agreement or since submittal of the last Written Report. For each production identified, the Contractor shall provide their best estimate as to:
        i. The number of out-of-county personnel involved in the production;
        ii. The number of hotel/motel room nights encumbered by the production, and the estimated value;
        iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed; and,
        iv. The number and types of local businesses providing goods or services to the production, and the estimated aggregate value of the goods or services;

d. Discussion of specific marketing efforts including copies of tear sheets, copies of web-pages, identification of events attended, and, photos of any Contractor exhibits or displays at attended events;

e. Copies of the current local crew list, current local production guide, and current local resources database, including photography of locations throughout all regions of the County; and,

f. Copies of all Contractor-generated articles published since the last written report.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities. Any specific, supplemental marketing activities, must be identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services. Separately compensated marketing activities may include but are not limited to:

1. Develop and maintain an interactive Inyo County Film Commission web-site. In developing and maintaining any web-site, the Contractor must:
    a. Register Inyo County as the owner of the domain name for the web site, and provide the County's Information Services Director with the information necessary to maintain the registration;
    b. Develop the web site using software specified by the County's Information Services Director;
    c. Host the web site on a server to specified or approved by the County's Information Services Director and to which the County's Information Services staff has access; and,
    d. Provide back-up electronic copies of all web site content to the Information Services Director. Electronic copies of all subsequent updates to the web site must be transmitted to the County's Information Services Director within 14-days of implementation.

Payment for website services performed by the Contractor is dependent on the Contractor's adherence to these requirements.

2. Attend appropriate industry events, and maintain a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission web-site, domain name, artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
B. Become the property of the County of Inyo.

III. PROPOSAL REQUIREMENTS

The response to this RFP must contain the following sections:

I. **Introduction.** The Introduction should be a description, not to exceed three (3) single-sided pages that introduces the respondent and:
   i. Demonstrates the respondent's overall experience providing Film Commissioner-related, or film liaison-related services to the commercial filming industry; and
   ii. Indicates the respondent's likely ability to successfully perform the Scope of Work described in Section II of this RFP.

II. **Respondent's Scope of Work.** The Scope of Work section of the proposal should describe the specific approaches and mechanics of how the respondent intends to fulfill the Scope of Work described in Section II of this RFP. The Scope of Work is not to exceed seven (7) pages and, at a minimum, the respondent's Scope of Work should be organized to address each of the sub-sections identified in the Scope of Work (Section II) described below: General Duties & Responsibilities; Administrative Services; Reporting; and, Additional Marketing Activities (if any).
   i. *General Duties & Responsibilities.* Describe how the respondent will provide the General Duties & Responsibilities described in the Scope of Work (Section II). Note any exceptions to the General Duties & Responsibilities described in the Scope of Work (Section II). Additionally, note any additional services the respondent proposes to perform as General Duties & Responsibilities.
   ii. *Administrative Services.* Acknowledge and describe, generally, how the respondent intends to provide the Administrative Services (office space, clerical support, etc.) described in the Scope of Work (Section II).

iii. *Reporting.* Acknowledge the Reporting requirements in the Scope of Work (Section II) and note any exceptions.

iv. *Additional Marketing Activities.* Describe any additional marketing activities the respondent proposes to provide besides, or in addition to those services already identified and required in the General Duties & Responsibilities, Administrative Services, and Reporting sections of the Scope of Work (Section II). Additional marketing activities may include, but are not limited to the development and maintenance of a Film Commission web-site and/or participation in industry trade shows described in the Additional Marketing Activities section of the Scope of Work (Section II).

III. **Budget.** The Budget section of the proposal, not to exceed one (1) page, should clearly and simply identify how much the respondent proposes to charge the County for performing the Scope of Work. The Budget section of the proposal should identify:

i. *Monthly Fee.* The flat monthly fee the respondent expects to be compensated for providing and performing the General Duties & Responsibilities, Administrative Services, and Reporting requirements specified in the Scope of Work (Section II).

ii. *Travel Expense.* The annual, not-to-exceed amount the respondent expects to be compensated for routine travel associated with the performing the Scope of Work (Section II), including specific travel costs incurred in association with Additional Marketing Activities described in the respondent's Scope of Work.

Note: The Contractor's travel and per diem expense will be paid in accordance with Section 3. Paragraph B. of the Agreement for the provision of Film Commissioner Services (sample attached). These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities that may be undertaken by this agreement. The Contractor's travel and per diem expense reimbursement for performing the agreed upon Scope of Work shall not exceed the amount proposed here by the respondent if agreed to by the County. The provisions of Section 3. Paragraph B. of the Agreement for the provision of Film Commissioner Services notwithstanding, due to the often times spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed the agreed upon amount during the term of this contract.

iii. *Additional Marketing Activities.* The amount, if any, the respondent expects to be compensated for the provision of any Additional Marketing Services identified in the respondent's Scope of Work. As applicable, each additional marketing activity should be assigned a flat cost.

IV. **Production Experience.** The respondent must identify at least three (3) major motion pictures for which the respondent has performed a role or roles similar to those services

being requested through this RFP during the past 10-years. For each of the three (3) motion pictures, provide a description not to exceed one page per movie, identifying the film; the person or persons (including title and current contact information) with whom the respondent worked most closely; and a description of the services provided by the respondent.

In addition, respondents are encouraged to provide a list, not to exceed two (2) pages identifying the film-related projects in which they've been involved. For each project: identify the project, the year, the location, and a primary contact person.

V. **Personnel & Volunteers.** If the respondent is an entity or organization, it must identify, by name, the individual who is proposed to serve as Film Commissioner. All respondents, including individuals, must identify all subordinate employees or sub-contractors, if any, and their specific roles in supporting the Film Commissioner in carrying out the respondent's Scope of Work. Resumes for each identified individual may be submitted but are not required.

Similarly, if the respondent intends to utilize volunteers in carrying-out any portion of the respondents proposed Scope of Work, the specific services and activities relying on volunteer services should be identified.

VI. **Ability to Contract & Exceptions.** The respondent must provide a statement as to the respondent's ability to enter into County of Inyo Standard Contract #117, and note any exceptions. A sample of Standard Contract #117 is attached, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. This section should also be used for the respondent to summarize any exception to the Scope of Work (Section II).

Note: Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

IV. EVALUATION CRITERIA/SELECTION PROCESS

A review committee comprised of County staff will evaluate all submitted proposals. The evaluation will be based soley on the information conveyed in the proposal and the County's previous experience, if any, in working with the respondent under contract.

In evaluating each proposal, each member of the review committee will assign a score of 1 to 25 points (with 25 points being the highest score possible) for each of the following criteria. Each criteria will be weighted as indicated:

1. **Completeness of Proposal.** Does the proposal clearly and completely include the components and provide all of the information requested in Section III Proposal Requirements?

Weighted 10%.

2. **Experience.** Does the respondent demonstrate the experience necessary to successfully implement the scope of work?
   Weighted 20%.

3. **Respondent's Scope of Work.** Does the respondent's proposal demonstrate a reasonable approach and willingness to implement the Minimum Scope of Work (Section II)? Does the respondent's proposal include the provision of services – excluding additional marketing services for which the respondent seeks additional compensation – in addition to those required by the Minimum Scope of Work? Does the respondent identify exceptions to the Minimum Scope of Work?
   Weighted 20%.

4. **Budget.** The respondent's proposed budget will be compared to other proposals in terms of the absolute total *Monthly Fee* and total annual not-to-exceed *Travel Expense*. Proposed budgets for *Additional Marketing Activities* will only be included in this evaluation if an additional marketing activity is common to all proposals.
   Weighted 25%.

5. **Value.** What is the perceived value of the proposal when the respondent's experience and proposed scope of work is considered relative to the proposed budget?
   Weighted 20%.

6. **Ability to enter into and adhere to Standard Contract No. 117.** Has the respondent clearly indicated their ability and willingness to enter into Standard contract No. 117 without deviation? What is the significance of the exceptions, if any, the respondent requests to Standard Contract No. 117? If a respondent has previously worked for the County under contract, how well has the contractor complied with contract provisions.
   Weighted 5%.

For each proposal, the individual scores that each member of the review committee assigns to each evaluation criteria will be weighted and totaled. In this manner, the highest possible score any proposal can receive from any member of the review committee is 25 points. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

Following the review and ranking of proposals, Inyo County may invite, at its discretion, up to five (5) respondents submitting the highest ranked proposals to in-person interviews to clarify aspects of their proposals. The interview process may result in additional rankings being developed.

Inyo County reserves the right to reject all proposals received in response to this RFP. The County is also reserving the right to negotiate with multiple respondents and, possibly, award multiple contracts for Film Commissioner services.

Once proposals are ranked, the County's past experience in contracting with respondents considered, and the results of interviews (if any) considered, Inyo County will commence contract negotiations, including finalizing the Scope of Work and associated Fee Schedule, with the respondent(s) receiving the highest total ranking(s). If the County and a respondent are unable to consummate an agreement, the County may reject that respondent, and begin negotiations with the respondent receiving the next highest ranking. This process may continue until the County reaches an agreement with a contractor or contractors. Once an agreement is reached, the successful contractor shall execute County of Inyo Standard Contract No. 117, which will then be forwarded to the Board of Supervisors for approval. The execution of the contract by the authorized representative of the County of Inyo will constitute notice to the contractor to proceed with the work.

The term of the contract will be for a minimum of 22-months (March 1, 2013 through December 31, 2014), contingent on the approval of future County Budgets. The term may, subsequently, be extended in two-year increments, at the sole discretion of the Board of Supervisors.

V. INQUIRIES

Any inquiries regarding this solicitation, must be made in writing in the form of an e-mail, addressed to Kelley Williams, Assistant to the County Adminstrator, at kwilliams@inyocounty.us. At its sole discretion, the County will respond to inquiries made in this manner and received no later than 5 p.m. on February 8, 2013, via e-mail.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Ms. Williams, via email, no later than 5 p.m. on Friday, February 1, 2013. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Ms. Williams at (760) 878-0292 to ensure their request has been received.

VI. SUBMITTAL INFORMATION

Those parties wishing to submit proposals should send them to:

County of Inyo
Office of the County Administrator – Film Commissioner RFP
P.O. Drawer N / 224 N. Edwards Street
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

DEADLINE: To be considered, one (1) Printed Original and three (3) Printed Copies of the Proposal must be received at the above address prior to the close of business on Friday, February 15, 2013. Postmarks are not acceptable.

VII. CONFIDENTIAL AND PROPRIETARY INFORMATION

Inyo County recommends applicants not submit materials it considers to be confidential or proprietary. Inyo County follows the intent of the California Public Records Act (PRA). If a respondent's Proposal contains material noted or marked as confidential and/or proprietary that, in Inyo County's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If Inyo County does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a respondent is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

VIII. EXECUTION OF COUNTY CONTRACT

The selected contractor will be required to enter into County of Inyo Standard Contract No. 117, a draft copy of which is attached as Exhibit A. The contract may be modified to reflect specific conditions of this RFP or in response to proposals received. Please note the requirements in the Contract for worker's compensation, general liability, and vehicle liability insurance.

Kevin D. Carunchio
County Administrative Officer

Date: January 15, 2013

ATTACHMENT B

- June 5, 2007: Board Order
  Agenda Request Form (with Staff Report)
  Power Point Presentation

- November 6, 2007: Board Order
  Agenda Request Form
  Inyo County Contract

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of JUNE, *2007* an order was duly made and entered as follows:

CAO-Econ. Dev./ Film Commission

Mr. Kevin Carunchio, Deputy County Administrator made a detailed presentation on the Inyo County Film Commission. At the conclusion of his presentation, Mr. Carunchio, Mr. Chris Langley the current Film Commission Liaison, and the Board discussed the various options available regarding the continued operations of a Film Commission in Inyo County. The consensus of the Board was that a Film Commission is valuable in the promotion of the County. They recognized and thanked Mr. Langley for his efforts over the past several years. Moved by Supervisor Arcularius and seconded by Supervisor Cervantes to direct Staff to develop a contract and scope of work between the County of Inyo and Mr. Chris Langley as a sole-source provider of Inyo County Film Commission services, including a budget for FY 2007-08 to be brought back for the Board's consideration. Motion carried unanimously.

RECEIVED
2007 JUN 18 AM 11:30
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

WITNESS my hand and the seal of said Board this 5th

Days of ***JUNE*** *2007*

RONALD JULIFF
Clerk of the Board of Supervisors

By *Patricia Gunsolley*
Patricia Gunsolley,Assistant

Routing

CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO *Deputy* _____
Other _____

DATE: June 15, 2007

For Clerk's Use Only:
AGENDA NUMBER

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 1:30 p.m. ☐ Closed Session ☐ Informational

FROM: Kevin Carunchio, Deputy County Administrator

FOR THE BOARD MEETING OF: June 5, 2007

SUBJECT: Inyo County Film Commission

DEPARTMENTAL RECOMMENDATION:

Request discussion and possible action regarding the Inyo County Film Commission.

SUMMARY DISCUSSION:

Background

During the Fiscal Year 2006-2007 Budget Hearings, the Board voted unanimously to hold a workshop to evaluate options and strategies to maximize the use of County funds being spent on the Advertising County Resources Program. The Board held its first Advertising County Resources workshop on October 17, 2006, and a second, follow-up workshop on October 31, 2006.

For these workshops, staff posed several key policy questions based on program and administrative considerations, and presented the Board with nine (9) options for the Advertising County Resources Program. Each option for the Advertising County Resources Program was evaluated relative to the program and administrative considerations identified by staff. A table summarizing this analysis was provided to the Board during the workshop and is included with this report as Attachment A.

At the conclusion of the workshops, the Board indicated its preference for pursuing three of the program options developed by staff. These consisted of:

- Developing a "Community Project Sponsorship Program" to provide an opportunity for the County to sponsor, in the form of a financial contribution, special events in Inyo County communities, undertaken by non-profit agencies such as Chambers of Commerce.
- Using a Request-For-Proposal process to select a contractor to develop and implement a marketing program – consisting of countywide and sub-regional campaigns – to promote Inyo County as a tourist destination.
- Evaluating the establishment of a Film Commission Fee as a means of providing dedicated funding to the Inyo County Film Commission

In selecting the last of these options, the Board recognized that – although the Film Commission currently receives funding through the Advertising County Resources Program, and the Film Commission certainly promotes the County's resources (to and via the entertainment and advertising media) – its relationship to the County is unique among Advertising County Resources Program grant recipients. Accordingly, the Board expressed interest in having staff make researching the County's relationship to the Film Commission, and exploring possible options for its future structure

and funding the first priority among the three Advertising County Resources Program options selected for further development. As such, today's agenda item pertains exclusively to options your Board may wish to consider regarding the future structure and funding of the Inyo County Film Commission. Staff will return before your Board in late June or July with draft documents pertaining to the options for the "Community Project Sponsorship Program" and "Request-For-Proposals For Tourism Marketing Services."

History

Staff's research of the recent history of the Inyo County Film Commission suggests that responsibility for staffing and funding the Film Commission is currently the sole responsibility of the Lone Pine Chamber of Commerce.

In the late 1990's, the California Film Commission requested that the County of Inyo designate one entity to represent the entire County in the California Film Commission's "Film Liaisons In California, Statewide" (FLICS) Program. Prior to this time, Jim Vanko of Mammoth Mountain Location Service in the north, and the Lone Pine Chamber of Commerce in the south, represented Inyo County to the California Film Commission. In response to the California Film Commission's request for a single point of contact, several other individuals and entities approached the Board of Supervisors to express their interest in serving as the County's liaison to the state Film Commission.

On June 1, 1999, the Inyo County board of Supervisors adopted Resolution No. 99-30 (Attachment B) designating:

> *The Inyo County Administrator, or his designee, as Inyo County's liaison to the California Film Commission and FLICS, until such time as the Board of Supervisors designates another entity.*

Over 10 months later, on April 17, 2000, the County Administrative Officer, as authorized by Resolution No. 99-30, designated the Lone Pine Chamber of Commerce as the Film Commission Liaison Office for Inyo County. A copy of the letter conferring the designation is included as Attachment C. In making the designation, the County Administrative Officer placed conditions on the designation that required the Lone Pine Chamber of Commerce to:

1. Contact the State to obtain the necessary paperwork for this change, and submit it to his office for review;
2. Communicate this designation to all other Chambers of Commerce;
3. Work closely with the other Chambers to promote the film industry in the County;
4. **Understand that no funding will be provided from the County for any activity as a result of this designation;** [**emphasis** added] and,
5. Provide a report to the County Administrator's office every six months on the activity of the film industry in the County.

According to published reports, the Lone Pine Chamber of Commerce assigned Diane Taylor to first head the Film Commission Liaison Office (which publicly represented itself as the Inyo County Film Commission) and, within a year of its designation, produced a 70-page film resource guide and represented the County at the Locations Global Expo, an annual movie locations trade show. Chris Langley said representatives of the Lone Pine Chamber of Commerce approached him about serving as Film Commissioner in early 2002.

During the County's FY 2002-2003 Budget Hearings, Mr. Langley says he made a presentation regarding his recent activities as Film Commissioner and his future plans for the Film Commission. As a result, in FY 2002-2003, the Board of Supervisors voted to increase the amount of the Advertising County Resources Program grant to the Lone Pine Chamber of Commerce by $10,000 to supplement the Chamber's support for Mr. Langley's efforts. However, there is no indication that the Board intended this additional contribution of $10,000 to relieve the Lone Pine Chamber of Commerce of its obligation – imposed as part of the County's original designation of the Chamber as the Film Commission Liaison Office in April 2000 – to fund the Film Commission Liaison Office without relying on additional County funding.

The Lone Pine Chamber of Commerce received this supplemental funding in FY 2002-2003 and FY 2003-2004 in the form of an increase in the amount of its Advertising County Resources Program grant. Beginning in FY 2004-2005, the County started providing this money to the Chamber through a separate Advertising County Resources Program contract, and the amount of the Chamber's primary ACR Program contract was decreased accordingly. Currently, the County executes two (2) Advertising County Resources Program contracts with the Lone Pine Chamber of Commerce: one for the Chamber's work as the County's Film Commission Liaison Office; and, one to support the Chamber's broader works.

During the past year, Film Commissioner Langley has appeared before the Board of Supervisors during public comment periods, the FY 2006-2007 Budget Hearings, and the Advertising County Resources Program workshops held last October to report that the current level of funding support for the Inyo County Film Commission is inadequate. He indicated that the amount requested in the Film Commission's FY 2006-2007 Advertising County Resources Program grant application – $44,760 – is closer to what's necessary to begin to fully fund the Film Commission. Your board is reminded, however, that the Advertising County Resources Program grant allocation of approximately $10,000 per year that the County began providing to the Chamber for Film Commission activities in FY 2002-2003 was never intended to entirely fund the Film Commission Liaison Office. Rather these funds, totaling $6,000 for FY 2006-2007, were intended to provide supplemental funding for the costs that the Lone Pine Chamber of Commerce agreed to when it requested designation as the County's Film Commission Liaison Office.

However, the Film Commissioner's concerns regarding the adequacy of funding for the Film Commission may be well-founded. Based on preliminary research conducted by staff, it appears that the majority of funding for the Film Commission Liaison Office now comes from Inyo County's ACR Program grant to the Film Commission rather than from the Lone Pine Chamber of Commerce as originally envisioned when the County designated the Chamber as the Film Commission Liaison Office in April 2000. For example, as part of its FY 2006-2007 ACR Program grant application, the Film Commission reported that its current year budget (FY 2005-2006) consisted of $16,700 in revenue and $18,700 in expenditures. The $16,500 in revenue consisted of $500 in donations, $500 in BLM permit funds, $10,000 in County funding, and $5,700 from the Lone Pine Chamber of Commerce. The $18,700 in expenses included a $3,500 stipend for the Film Commissioner.

Overview of Assumptions, Considerations and Options

When, following last October's Advertising County Resources Program workshops, staff met with the Film Commissioner to begin discussing the development of a Film Commission Fee, it became apparent that the analysis would be affected by several considerations beyond the basic technical

details and perceived wisdom of developing and imposing a Film Commission Fee. As is often the case, such considerations proved inter-related. For example, any fee structure must be based on the cost of providing Film Commission-related services, and the cost of providing Film Commission services depends largely on what services your Board wants the Film Commission to provide and how the Film Commission Program is structured to provide these services. As a result, this project grew beyond simply proposing a Film Commission Fee for consideration by your Board.

For the purpose of this report, staff assumes that there exists general agreement that promoting Inyo County as a location for filming provides a benefit to the County and its residents and businesses, and is something the County should promote. In addition to directly benefiting the bottom line of local businesses, as well as residents that may be employed by, or provide services to photographers and film crews, the County itself receives tax revenue from the goods and services provided by local businesses. The film industry also represents an important part of our county's cultural heritage; evidenced, in part, by the Lone Pine Film History Museum and annual Lone Pine Film Festival. (During today's presentation, Film Commissioner Langley is expected to delve further into an enumeration of these benefits.) With this premise in mind, it becomes necessary to evaluate the following considerations, and the options inherent with each, when considering how your Board may want to fund the Inyo County Film Commission.

Scope of Work
- Film Liaisons In California, Statewide (FLICS) Considerations
- Marketing Component

Delivery of Services
- Current Structure
- Alternate Structures
  - Contracting For Services
  - Providing Services In-House
- Film Advisory Commission or Ad Hoc Committee or Peer Group

Funding Services
- General Fund vs. Permit Fee

<u>Scope of Work</u>

Prior to considering sources of funding for the Film Commission, including a Film Commission Fee, it is imperative to examine the scope of work your Board wants the Film Commission to perform, and the cost associated with providing this level of work.

As part of the "Film Liaisons In California, Statewide" (FLICS) Program, the California Film Commission has developed a set of requirements and recommended activities for film commissions participating in the FLICS Program. These guidelines specify the responsibilities the County must perform to maintain a formal relationship between the Inyo County Film Commission and the California Film Commission. In addition, staff has worked with the Film Commissioner to identify specific marketing opportunities and strategies the Film Commission can undertake, beyond its responsibilities to the FLICS Program, to attract even more production companies to the area.

The California Film Commission guidelines and potential marketing components are discussed in greater detail below. Staff recommends that your Board consider these guidelines and marketing activities as the foundation for any scope of services or job description that is developed relative to restructuring the Inyo County Film Commission. In addition, staff asks that your Board review the proposed components of the scope of work and determine if any services should be added or removed. These services, whether embodied in a scope of work or a job description, will determine the cost of providing Film Commission services and form the basis of any Film commission Fee your Board may choose to levy.

FLICS Considerations

Any city or county or public governmental agency located in California with jurisdiction over filming in its geographic area can participate in the FLICS partnership. To do so, the public entity must delegate, by resolution, a local film office or commission within its jurisdiction to be its "FLICS Designee." The FLICS Designee can be an office, organization, or non-profit enterprise. In Inyo County, the County Administrator, or his designee, was designated as the County's liaison to the California Film Commission and FLICS by Resolution No. 99-30. In effect, the County Administrator's Office also served as the Film Office/Film Commission. Subsequently, this designation was conferred to the Lone Pine Chamber of Commerce when it was named the County's Film Commission Liaison Office in April 2000.

The FLICS Designee (e.g., the Film Commission) must actively work to attract film production into the community, and to respond to production requests in a timely manner. In addition, FLICS designees are expected to serve as liaisons between the film industry and the public agency they represent, and to:

- Be experienced trouble shooters
- Have a working knowledge of their filming jurisdiction and local business and government practices
- Stay informed on production issues in their communities and convey this information to producers
- Know how to secure permission to film on a variety of properties within the jurisdiction
- Be familiar with potential filming locations
- Remain sensitive to the needs of the communities they serve
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
  - ✓ location scouting assistance
  - ✓ referral and liaison services with industry facilities and services
  - ✓ liaison services to and among the community, production companies, and government agencies
  - ✓ augmented outreach
  - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission
- Provide film liaison and location services, including photography of locations
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters
- Develop and distribute local available crew lists

- Maintain a local resources database
- Curate a local film library and production guide
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting.

FLICS allows the FLICS Designee (e.g., the Film Commission) to use volunteers, provided that all volunteers are under the supervision of the Film Commissioner. The Film Commission's FY 2006-2007 Advertising County Resources Program grant application estimated that the Film Commission would be supported by 2,600 volunteer hours. If Film Commission responsibilities are brought in-house, the ability to use volunteers will be governed by the County's volunteer policies.

The California Film Commission requires that its FLICS Designees provide core services without fee as a profit motive. Any fee your Board may assess to help fund the Film Commission would need to be based on, or less than the actual cost of providing the service(s).

Marketing

One of the benefits the Inyo County Film Commission receives by maintaining its association with FLICS is the California Location Request service. Through the California Location Request service, the California Film Commission forwards requests it receives from filmmakers around the world directly to all FLICS Designees. As a participant in the FLICS Program, the County Film Commission also benefits from joint-marketing efforts conducted by the California Film Commission. However, due to the importance that Inyo County places on being associated as a premier filming location, it is recommended that the Inyo County Film Commission undertake direct marketing efforts – beyond those provided by the California Film Commission and the FLICS Program – to attract photographers and production companies to Inyo County. Efforts that have been undertaken by the Film Commission, and/or discussed with, or by the Board of Supervisors, include:

- Re-designing and maintaining an interactive Film Commission web-site
- Undertaking strategic advertising in specific trade journals
- Developing and administering a web-based advertising campaign
- Maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.)
- Creating articles for the local and national and international media
- Developing special promotional events
- Attending appropriate industry events

Combined with the services and responsibilities outlined in the FLICS guidelines, staff recommends that these general marketing activities serve as: (a) the basis for developing a Scope of Work for contracting for Film Commission services or, alternately, (b) the job description for a part-time Film Commissioner staff position within the County Administrator's Office. More specific and detailed marketing projects and strategies (such as those already formulated by Film Commissioner Langley) can be further specified and articulated by either: (a) detailing them the scope of services developed for a Film Commission services contract; or, (b) including them as part of the budget deliberations for, and supervision provided to, an in-house staff position.

Delivery of Services

Once your Board determines the appropriate level of services that it wants to provide to support filming in Inyo County, it must consider the means by which your Board wants to deliver these services. Staff has identified three structures that your Board may want to consider for the Inyo County Film Commission:

1. Current Model
2. Contracting for Services
3. In-house Services

In addition, your Board might want to consider the creation of an actual, appointed Film Advisory Commission, or an ad-hoc advisory group. The purpose of such an entity would be to advise your Board and the Film Commissioner on specific issues pertaining to filming in Inyo County (e.g., evaluating whether to require an Inyo County Film Permit and/or a Film Permit Application Fee). This concept is discussed in greater detail later in this report, however, because such a group would be largely collaborative and advisory in nature, it is not proposed as a viable means of carrying out the responsibilities and services contemplated above. Such work is best left to an individual or individuals specifically tasked with the responsibility for delivering the specific services requested by your Board.

Each of the three structures identified by staff has certain advantages and disadvantages. These, as well as the cost of each model are described in greater detail below.

Current Model

As discussed previously, the Lone Pine Chamber of Commerce is currently designated as the County's Film Commission Liaison Office, as authorized by Resolution No. 99-30. The designation, bestowed in April 2000, is conditioned on the Lone Pine Chamber of Commerce:

- Administering all paperwork required by the California Film Commission related to the Chamber's identification as the County's FLICS Designee, and submitting it to the County for review;
- Working closely with the other Chambers of Commerce to promote the film industry in Inyo County;
- Undertaking the work without any expectation of additional funding from the County for any activity undertaken as a result of the designation; and,
- Providing the County with a regular report regarding the activity of the film industry in the County.

Although the County is under no obligation to fund the Chamber's Film Commission Liaison Office, it has provided the Lone Pine Chamber of Commerce with extra Advertising County Resources Program grant funding since FY 2002-2003 to supplement the cost of providing this service. While the Chamber serves as the official Film Commission Liaison Office, its role appears to be primarily one of administrative and clerical support. In his role as Film Commissioner, Chris Langley carries out the day-to-day responsibilities of the Film Commission, as prescribed in the FLICS guidelines. Mr. Langley receives a stipend from the Chamber of Commerce for his work. Based on staff's review of past Advertising County Resources grant applications and reimbursement requests, it appears that the Film Commissioner's stipend is derived from the supplemental funding provided by the

County, as opposed to any independent contribution from the Chamber. The remainder of the County's funding supplement is used by the Chamber to offset administrative and clerical support costs and partially fund marketing activities.

Beyond the conditions agreed to (and enumerated above) at the time the Lone Pine Chamber of Commerce was designated as the Film Commission Liaison Office, there is no contract between the County and the Chamber specifying the Chamber's responsibilities or the services that it is to provide in its capacity as the Film Commission Liaison Office.

Advantages

- Chamber of Commerce, not Inyo County, responsible for funding Film Commission
- Chamber of Commerce, not Inyo County, assumes administrative responsibility for the Film Commission
- Avoids creation of another bureaucratic structure
- Maximizes use of volunteers

Disadvantages

- General agreement that Film Commission not receiving the level of financial support necessary to realize its full potential
- Limited opportunity for County oversight and direction
- No accountability for provision of services (other than de-designation)
- Relies donation of time, services, and goods from volunteers (e.g., how much can the Film Commissioner be expected to "volunteer" his time and expertise?)
- May not be perceived as representing all of County.
- Cannot issue film permits or collect fees on behalf of County
- Not the Chamber's primary focus.

Cost

- As condition of designation, County under no obligation to provide funding
- Since FY 2002-2003, County has provided supplemental funding to the Chamber in the amount of $6,000 to $10,000 per year

Contracting For Services

Your Board has the option of contracting with an individual or entity to serve as its Film Commissioner or Film Office. This would be similar to working with any other consultant whereby the County and the consultant sign a contract agreeing to perform a specific scope of work for a fixed cost. As noted earlier, staff recommends that the California Film Commission's guidelines for the FLICS Partnership and the marketing components identified by staff serve as the basis for any such scope of work.

Advantages:

- Film Commission provided with a level of funding sufficient to provide the services deemed necessary and desirable by your Board
- Known level of service
- Contract provides increased County oversight
- Contractor accountability

- Consultant could be required to handle administrative requirements imposed by California Film Commission
- Limits creation of a bureaucratic structure
- Can be structured to ensure broader representation throughout County.
- May be the contractor's primary focus

Disadvantages:

- Likely to result in increased cost to County
- May diminish capacity to attract/use volunteers
- Cannot issue film permits or collect fees on behalf of County
- Another contract to administer

Cost:

- Preliminary staff analysis suggests that the cost of contracting for the services specified by the California Film Commission and implementing the marketing activities contemplated above would cost between $45,000 and $55,000 per year.

If your Board determines that it wants to pursue a Film Commission structure whereby an independent contractor is used to provide Film Commission services, staff requests that, rather than directing staff to issue a Request for Proposals, your Board consider approving Chris Langley as a sole source provider for Film Commissioner services, and direct staff to commence contract negotiations with Mr. Langley. (The resulting proposed contract, and resolution required by the California Film Commission would be brought back to your Board for approval.)

Mr. Langley meets several of the standards established for sole source contractor authority in the County's Purchasing And Contracting Policy And Procedures Manual, including:

(a) *Capability of proposed contractor that is critical to specific effort and makes the contractor clearly unique compared to other contractors in the same general field.*

Mr. Langley has served as the Inyo County's only Film Commissioner since 2002. During that time, he has demonstrated himself more than capable of responding to the variety of needs and demands placed on him by a clientele that, to put it mildly, expects to be catered to. Providing such a high level of attention and responsiveness, and the ability to take care of problems when they arise is paramount to fulfilling the responsibilities of a Film Office, and attracting return visits from location scouts, directors, and production companies. In addition, Mr. Langley has developed a keen knowledge of locations and, more particularly, the film history of specific sites. As such, he understands and can determine the appropriateness of "a line of sight for a project."

(b) *Prior experience of a highly specialized nature that contractor has that is vital to the proposed effort.*

During the past five (5) years, Mr. Langley has developed unique skills and knowledge, fostered relationships, gained on-the-job experience that cannot be easily duplicated, and identified key resources that are necessary to providing the services and fulfilling the responsibilities recommended by the California Film Commission. For example, Mr. Langley has come to know the specific, and sometimes counterintuitive roles conferred by each person's title in a production company (e.g., DP, PA, line producer, scout, location manager,

art director, production designer, etc.). He also knows how to "see" a location through a camera and can discuss or provide photos of locations in terms of long shots, establishing shots, low angle shots, high angle shots, etc.

Furthermore, although the Lone Pine Chamber of Commerce is designated as the County's Film Commission Liaison Office, for all intents and purposes (through his appearances before the Board of Supervisors, articles on film history he has authored for the local paper, and his highly visible and hands-on work with commercial film projects in Inyo County, etc.) Chris Langley is synonymous with the Inyo County Film Commission.

(d) *Proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.*

If your Board elects to use an independent contractor to provide Film Commission services, any other contractor entering the field would encounter a learning curve relative to attaining the same level of skill, knowledge, relationships, and resources already possessed by Mr. Langley. If the contract were structured on an hourly basis, the County would pay the cost of the contractor obtaining these skills, resources and knowledge while on the job. Alternately, the services provided by the contractor would unlikely be, at the outset, of as high a standard as those already provided by Mr. Langley.

Providing Services In-House

Originally, Resolution 99-30 designated the County Administrator, or his designee, as Inyo County's liaison to the California Film Commission and FLICS. Your Board could, once again elect to make the County's Film Office part of the County's Administrators Office. However, based on the activities and responsibilities enumerated by the California Film Commission, and the supplemental marketing activities that staff recommends be employed to attract new film productions to Inyo County, combined with the amount of work the Film Commissioner has reported undertaking in the past five years, there are not sufficient resources in the County Administrator's Office to take on this added responsibility without additional staff and funding. That being the case, providing in-house Film Commission services does convey certain benefits the other options do not; namely, the ability to issue permits and collect fees.

If your Board wants to pursue this option, staff recommends that you direct staff to prepare a job description based on the responsibilities identified above and begin recruiting for a part-time Film Commissioner position (B-PAR, Range 66), and prepare a corresponding budget for the FY 2007-2008 Preliminary County Budget.

Advantages:

- Film Office provided with a level of funding sufficient to provide the services deemed necessary and desirable by your Board
- Known level of service
- Maximizes County oversight and supervision
- Maximizes accountability
- Ensures broadest representation throughout County
- Could issue County Film Permit and/or collect County fees
- Ability to issue permits and collect fees would help off-set costs

- Provides staff support for preparing reports, agendas, and minutes should your Board want to pursue the creation of a Film Advisory Commission or ad-hoc committee
- Would be the primary focus of designated (assuming creation of new part-time position)

Disadvantages:

- County assumes responsibility for administrative requirements imposed by California Film Commission
- Most expensive option
- May limit use of volunteers
- Creates a new bureaucratic structure
- Would require identification of office space
- Additional supervision

Cost:

- Staff estimates the budget needs for an in-house Film Office at approximately $66,970 based on a part-time Film Commissioner position (Range 66) and sharing existing clerical support.
- The cost estimate is based on the following object categories: Salaries & Benefits (excluding clerical support) = $39,740; Services & Supplies = $22,230 (including marketing costs, but assuming in-house web-support); and, Internal Charges = $5,000.

Film Advisory Committee or Ad-Hoc Committee or Peer Group

Throughout this report, as well as throughout the background records and the California Film Commission literature researched by staff, the terms "Film Commission," "Film Commission Liaison Office," and "Film Office" are used frequently and inter-changeably to describe the function, or work that is performed by an individual – who may or may not have subordinate staff – often referred to as a "Film Commissioner." For example, it is the Film Commissioner, not a Commission, that carries out all the responsibilities that the FLICS Program requires of a Film Commission. In Inyo County, although the Lone Pine Chamber of Commerce is designated as the Film Commission Liaison Office, or Inyo County Film Commission, Chris Langley is the Film Commissioner.

So, when this report discusses restructuring the "Inyo County Film Commission," as much as it refers to which entity may serve as the "Film Commission" or "Film Office," it is, in reality, talking about the Film Commissioner and what that individual's relationship will be with Inyo County. This contemplation of "word choice" does, however, raise the question of whether there is some value, which your Board may wish to consider, relative to actually having a County "Film Commission" or, more accurately, a County "Film Advisory Commission."

Such an advisory commission might prove valuable in making recommendations to your Board about such things as imposing countywide film permit requirements, or levying a film permit fee. An advisory commission might also help to identify opportunities for partnerships or furthering film-related services within the County.

One possible structure for a formal advisory committee of this nature would be to: have each member of your Board appoint a representative to the Film Commission; as a Board, appoint one representative from the Chambers of Commerce, one representative from the business community, and one private land owner representative; and, request that the public agencies on

whose land much filming occurs (e.g., BLM, the Forest Service, LA DWP, etc.) appoint representatives.

With such broad representation, the Film Advisory Commission, might help to facilitate partnerships (e.g., between the County and another public agency) that could lead to side agreements and/or alternate sources of funding the Film Commission(er) or otherwise enhance the County's position as a filming destination.

The major disadvantage of such a formal advisory body, however, is the expense and added bureaucracy associated with the requirements for it to comply with the provisions of the Brown Act. Staff, presumably the Film Commissioner and associated clerical staff, would need to prepare and post agendas, record minutes, provide for filling vacancies, etc. This could take time away from the Film Commissioner's primary purpose of attracting film production to Inyo County.

However, two alternate means may exist to accomplish similar goals without creating additional bureaucracy or substantial costs:

- Your Board could establish an ad hoc advisory committee to advise it on specific topics, such as whether, or in what amounts to impose a film permit fee. There would still be staff expense associated with convening the committee, but the cost and bureaucracy of doing so would be greatly reduced; and/or,

- Your Board could require the Film Commissioner, through the scope of work or job description for the position, to convene a peer group of public agency representatives and other individuals involved with filming in Inyo County. Like a formal advisory committee, this group could also help facilitate partnerships and key working relationships, but without the added cost or bureaucracy associated with a formal advisory committee.

However, should your Board desire to appoint a formal advisory committee, staff recommends: (1) the advisory commission only be appointed upon the creation and recruitment of an in-house Film Commissioner position; and (2) the commission be designed to sunset after a specific period of time or upon the vacancy or dissolution of the Film Commissioner position/contract.

Funding of Services

The Advertising County Resources Program funding that the County currently provides the Lone Pine Chamber to supplement the Chamber's Film Commission Liaison Office activities is General Fund money. Pursuing any of the options identified in this report for restructuring the Film Commission would need to rely on additional General Fund support. The amount of funding necessary to fully support the Film Commission will depend on the scope of services your Board ultimately wants the Film Commission to provide, and how the Film Commission is structured (e.g., independent services contract or in-house position). However, your Board could impose fees to off-set the cost of providing Film Commission services.

The California Film Commission has developed a "model" filming ordinance which provides for requiring a permit for any person using public or private property for commercial motion pictures or television pictures or commercial still photography. The ordinance does provide for specific exemptions. Some jurisdictions have modified this ordinance to require that a processing fee accompany each application for a film permit (excepting the exemptions). The amount of the fee is

sufficient to reimburse the cost of staff time required to evaluate the application and establish conditions of approval and monitor the activity. The amount of any fee your Board may choose to impose cannot exceed the actual cost of the services provided.

Pursuant to County Ordinance 1088, the County currently requires a permit for commercial filming and photography conducted on County facilities, roads and property. A permit-processing fee of $25 is charged, and a filming fee/inspection fee ranging from $200 to $700 per day is assessed depending on the size of the production effort. The permit process is administered, and the associated fees retained by the department responsible for the property on which the filming is to occur (e.g., the Road Department issues permits for filming on County roads and right-of-ways; the Parks & Recreation Department issues film permits for County parks; and, the Public Works Department issues permits, upon Board of Supervisors approval, for filming at County facilities like the Historic Courthouse). This ordinance could be easily amended to require a general film permit for filming on all public and/or private property, rather than only on county property, and the fee schedule could be adjusted to pay for the cost of Film Commission services.

Most of the film permits issued under the current County ordinance are issued by the Road Department for the use of County roads during commercial filming. The Road Department has tracked the issuance of film permits for roads since 1999. The following table provides a summary of the number of permits issued and fees collected by the Road Department by year.

YEAR	NUMBER OF PERMITS	FEES
1999	19	$2,750
2000	34	$2,630
2001	24	$4,580
2002	19	$3,450
2003	21	$3,430
2004	22	$5,520
2005	17	$9,875
2006	18	$14,875
2007	11 (through May)	$29,875

On average, the Road Department issues almost 22 permits a year. However, there is not necessarily consistency or correlation between the number of permits issued and the amount of revenue received (e.g., compare revenues in 1999 to 2002). To date, excluding the first five months of 2007, revenues have been highest in 2005 and 2006 when the lowest number of permits was issued. Revenues tend to spike dramatically when a large production is filmed in the County. For example, earlier this year, portions of the major motion picture Iron Man were filmed on location in Inyo County. Although most of the filming occurred on land managed by the BLM, the film still generated over $23,000 in film fees for the Road Department.

Film Commissioner Langley estimates that filming on Inyo County roads, facilities or property accounts for less than half of all filming activity in the county. Although some filming occurs on private property, most takes place on public land owned by agencies other than the County of Inyo. Requiring a permit for filming anywhere in the County would increase the number of permits on which to base and collect fees, thereby lowering the per permit amount of any application fee your Board may decide to implement.

The incidence of jurisdictions requiring general film permits varies, however, there appears to be a trend among jurisdictions to require a general film permit. For example, Film Commissioner Langley conducted an informal survey of his peers. Among the film commissioners who responded, it was revealed that: Kern County and the City of Santa Clarita require permits for filming on public or private property, neither Imperial nor Santa Cruz counties requires a permit for filming on private property, while Orange County does not require a permit but half of its 34 cities do require a permit for filming.

Similarly, there is not consensus among film commissioners regarding the prudence of assessing film permit fees. Mr. Langley reports that many fellow film commissioners voice concerns that fees may discourage filming. However, many of these commissioners may represent jurisdictions with marginal "location coefficients" that need to do everything they can to attract production companies. Inyo County may have the advantage of having an extremely high location coefficient owing to its stunning and unique geography.

Anecdotally, Mr. Langley says that more and more location scouts and production companies have asked him about film commission fees (as if they expected the fees to be levied) and indicated that such fees are becoming more common in the industry. Likewise, staff has quizzed producers of commercials, as well as some location scouts, about how they make their decisions on where to film, and their decision appears to almost always be driven by location, not cost. The data collected by the Road Department tends to support this conclusion in that the number of commercial shoots in any one year tends to fluctuate in response to factors outside the County's control, such as the economy, advertising budgets, or what's "in" in terms of "look."

Although the process described in Ordinance No. 1088 for issuing film permits for County roads, facilities and property works fairly efficiently, amending the ordinance to require the film permits for all commercial filming in the County will require an augmentation of staff. This would be an appropriate task for the Film Commissioner. However, if the Film Commissioner is going to be responsible for issuing general film permits and collecting associated fees on behalf of the County, the position will need to be an in-house staff position as opposed to an independent services contractor.

If it is your Board's desire to proceed with amending Ordinance No. 1088 to require the issuance of film permits, staff will return to your Board with an amended ordinance and various fee schedule configurations (based on the cost of services for the Film Commission structure preferred by your Board) for your consideration.

ALTERNATIVES:

i. Your board could elect to take no action. The Lone Pine Chamber of Commerce will remain the County's Film Liaison Committee Office.

ii. Alternately, your Board could declare Chris Langley a sole source contractor, and direct staff to prepare an independent services contract for Film Commission services based on the scope of services recommended by staff or modified by your Board. Or, your Board could deny the request to declare Mr. Langley a sole source contractor, and direct staff to prepare a Request For Proposals for Film Commission services.

iii. Or, your Board could direct staff to prepare a job description for a part-time Film Commissioner (recommended Range 66) and begin recruitment for the position upon your Board's approval of a preliminary budget for the Film Commissioner. This is the recommended option if your Board prefers to also direct staff to (a) amend Ordinance No. 1088 to require a film permit for all commercial filming in Inyo County, including an appropriate fee schedule, and/or (b) take steps necessary to create an Inyo County Film Advisory Commission.

If your Board selects alternative ii. or iii., staff will also prepare a resolution for the California Film Commission conveying your Board's designation of its new FLICS Designee.

OTHER AGENCY INVOLVEMENT:

Staff worked with the Inyo County Film Commissioner and the Public Works Department to prepare this report.

FINANCING:

The cost of funding any of the options identified in this report will need to be included in the County's Preliminary and/or Final County Budget for FY 2007-2008.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 5/30/07

Evaluation of Advertising County Resources Program Options Relative to Select Considerations and the Current ACR Program

CONSIDERATIONS	PROGRAM OPTIONS								
	Option #1 ACR Current	Option #2 ACR Modified	Option #3 $-FOR-$	Option #4 B.I.D.	Option #5 Coalition Based	Option #6 Sponsor Projects	Option #7 Tourism Commission	Option #8 RFP	Option #9 Film Fee
Program Consideration #1									
Emphasis on Marketing	Moderate	Moderate +	Moderate +/-	Possible	Higher	Lower	Higher	Higher	Higher
Chamber-Oriented Funding	Yes	Yes	Yes	TBD	No	Yes	No	No	No
Dependency on County Funding	High	High	Lower	Low	High	Moderate +	High	High	Depends
Private Sector Contribution	Usually Low	Usually Low	Higher	Highest	Some	Higher	Low	Low to None	High
Expertise	Some	Some	Some	Depends	More	High	More	Highest	High
Program Consideration #2									
In-County Emphasis	Some	Possible	Possible	Possible	Possible	Yes	Possible	Possible	Low
Out-of-County Emphasis	Some	Possible	Possible	Possible	Possible	Low	Possible	Yes	High
Program Consideration #3									
Chamber Visitor Contact Center Capacity	Yes	Possible	Probable	Possible	Possible	No	Possible	Possible -	N./A.
Program Consideration #4									
Board Participation/Oversight	Moderate	High	Moderate	TBD	High	Low	High	High	Depends
Administrative Consideration #1									
Funding Source	General Fund	General Fund	Private & G.F.	Assessment	Mostly G.F.	Private - Some G.F	Mostly G.F.	G.F.	Fee-Based
Administrative Consideration #2									
County Staff Requirement	Moderate	Moderate +	Moderate +	TBD	Moderate +	Low	High	High	Moderate +

Current ACR Program serves as baseline for evaluating Program Options relative to Considerations

Program options that could continue to direct majority of County ACR funding through chambers.

Program options that provide highest degree of emphasis on marketing & Board particpation/oversight

ATTACHMENT B

RESOLUTION NO. 99-30

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DESIGNATING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, INYO COUNTY'S REPRESENTATIVE TO THE CALIFORNIA FILM COMMISSION'S "FILM LIAISONS IN CALIFORNIA, STATEWIDE" (FLICS) GROUP

WHEREAS, in the State of California the film industry is an important and vital economic tool which the State is promoting and protecting through the California Film Commission, who encourages local communities to establish a local Film Commission and join FLICS to attract film production to their areas; and

WHEREAS, through association with the California Film Commission's FLICS Group, filming and production companies are referred to local areas; and

WHEREAS, the County of Inyo, with its outstanding film history, is interested in keeping film and production companies coming back to the County to boost the local economy; and

WHEREAS, in the past, the County of Inyo has been represented to the California Film Commission, in the north by Jim Vanko of the Mammoth Mountain Location Service, and in the south by the Lone Pine Chamber of Commerce; and

WHEREAS, the California Film Commission has asked that one entity be appointed to represent the entire County in FLICS; and

WHEREAS, during a recent workshop held with Ms. Pamela Powell, Deputy Director of the California Film Commission, many individuals or groups expressed a desire to be designated Inyo County's liaison to the California Film Commission; and

WHEREAS, it is in the best interest of the County of Inyo to pursue the filming and production business by association with the California Film Commission and FLICS; and

WHEREAS, the Inyo County Board of Supervisors has directed the County Administrator to make recommendations on the designation and funding of a Film Commission Liaison; and

WHEREAS, until such time as the recommendation is forthcoming on a Film Commission Liaison, there is a need to ensure that the California Film Commission and FLICS continues to promote Inyo County by referring filming and production companies to our area.

NOW THEREFORE BE IT RESOLVED, the Inyo County Board of Supervisors does hereby designate the Inyo County Administrator, or his designee, as Inyo County's liaison to the California Film Commission and FLICS, until such time as the Board of Supervisors designates another entity.

PASSED AND ADOPTED this 1st day of June, 1999, by the following vote:

AYES: Supervisors Arcularius, Bear, Lent, Hambleton and Dorame
NOES: -0-
ABSENT: -0-
ABSTAIN: -0-

Carroll M. Hambleton
Chairperson, Inyo County Board of Supervisors

Attest: RENÉ L. MENDEZ
Clerk of the Board

by: Patricia Gunsolley
Patricia Gunsolley, Assistant

ATTACHMENT C

(760) 878-0292
FAX (760) 878-2241

RENE MENDEZ
County Administrator

COUNTY OF INYO

ADMINISTRATOR'S OFFICE
P. O. DRAWER N
INDEPENDENCE, CALIFORNIA 93526

April 17, 2000

Mr. Paul Payne, President
Lone Pine Chamber of Commerce
126 South Main Street
P.O. Box 749
Lone Pine, CA 93545

RE: Designation as Film Liaison Commission Office for Inyo County

Dear Mr. Payne:

This letter is in response to your letter of January 12, 2000, requesting that the Lone Pine Chamber of Commerce be designated as the Film Liaison Commission Office for Inyo County.

As you are aware, my office was designated because two of the County's Chambers of Commerce asked the Board to be designated, and all of the Chambers were struggling with establishing a cooperative partnership. However, since then, the Chambers, including Lone Pine, are well on their way to establishing a successful coalition. In addition, due to the growing partnerships between the Chambers, I believe that any Chamber designated the Film Liaison Commission Office would be able to work with all the Chambers of Commerce to maximize and enhance the County's film potential.

Therefore, as authorized by County of Inyo Resolution No. 1999-30, and after careful consideration of your letter and due to the rich film tradition of Lone Pine, I am designating the Lone Pine Chamber of Commerce as the County's Film Liaison Commission Office. Along with this designation, it is my expectation that the Lone Pine Chamber of Commerce:

1. Contact the State to obtain the necessary paperwork for this change and submit it to my office for review;
2. Communicate this designation to all other Chambers of Commerce;
3. Work closely with the other Chambers to promote the film industry in the County;
4. Understand that no funding will be provided from the County for any activity as a result of this designation; and
5. Provide a report to my office every six months on the activity of the film industry in the County.

If you have any questions and/or would like to discuss this matter further, please do not hesitate to contact my office at 878-0292. If not, will you provide me with a letter confirming your acceptance of this designation and agreeing to all the expectations listed above.

Sincerely,

René L. Mendez
County Administrator

c: Board of Supervisors
Chuck Hamilton, Deputy County Administrator

Inyo County Film Commission

Options & Opportunities Workshop

June 5, 2007

Overview

Request Board direction regarding the

- Scope of Services?
- Structure for Delivering Services?
- Source of Funding?

for the Inyo County Film Commission

Background

- **Concerns brought to Board regarding level of support for Film Commission**
- **Advertising County Resources Program Workshops October 17th & 31st**
- **From 9 options, Board selected**
  - ➢ Community Project Sponsorship Program
  - ➢ Request For Proposals for Tourism Marketing Services
  - ✓ **Evaluate Film Commission Fee**

Funding Determinants

Consideration of any funding source inter-related to:

- Cost
- Scope of Services
- Structure

History

1998	**California Film Commission seeks <u>single</u> contact for Film Liaisons In California, Statewide (FLICS)**
1999	**Board adopts Resolution 99-30 designating CAO or designee as FLICS Designee**
2000:	**CAO conditionally designates Lone Pine Chamber of Commerce as Inyo County Film Commission Liaison Office.**

History

Conditions for Lone Pine Chamber's designation as Film Commission:

1. Handle paperwork - provide to CAO for review
2. Communicate designation to other Chambers
3. Work closely with all Chambers to promote filming in Inyo County
4. **No funding from County for any activity associated with designation**
5. Provide film activity report to CAO every 6-months

History

2001	As Film Commission, Lone Pine Chamber produces 70-page resource guide & attends location show
2002	Board awards Lone Pine Chamber extra $10,000 in Chamber's FY 02/03 ACR grant to supplement its Film Commission work
To Date	Supplemental funding continues as separate grant; $6,000 in FY 06/07

Frame of Reference

An effective Film Commission is desirable.

- Benefits local businesses and residents
- Economic benefits trickle down to County
- Cultural heritage

The Film Commissioner could do more with more funding.

Scope of Services

Staff recommends a combination of:

1. California Film Commission's roles and activities for FLICS Designees
2. Additional marketing and outreach

Responsibilities & Activities

- Work to attract filming and respond to production requests in a timely manner
- Liaison between production companies, public agencies, and communities
- Location scouting assistance & promotion
- Permitting assistance
- Service & support wire-to-wire, 24/7
- Local "know how"
- Referral services to local industry resources
- Develop & distribute local crew lists
- Maintain local resources data base
- Curate film library and productions guide

Additional Marketing

✓ FLICS provides:
- ➢ California Location Request service
- ➢ Joint-marketing efforts

- Re-design & maintain interactive web site
- Strategic advertising in trade journals
- Web-based ads
- Maintain presence at industry trade shows
- Create articles for local and national and international media
- Develop special promotional events
- Attending industry events

Question #1

Does your Board want to decrease or increase Scope of Services?

Examples:

- Expand services or marketing?
- Issue permits?
- Staff Film Advisory Commission or ad-hoc group?

Delivery of Services

Current Model

Cost = $0 to $10,000

Contracting For Services

Cost = $45,000 to $55,000

In-House Services

Cost = $66,970

Current Model

Advantages

- Chamber responsible for funding
- Chamber responsible for administration
- Least bureaucratic
- Maximizes volunteers

Disadvantages

- Inadequate financial support
- Limited oversight & accountability
- Relies on donated services
- Cannot issue permits or collect fees
- Not Chamber's primary focus

Contracting For Services

Advantages

- Funding tied to level of service desired by Board
- Known service level
- Increased oversight
- Contractor accountability
- Consultant responsible for administration
- Limited bureaucracy
- Perceived as providing broader representation
- May be consultant's primary focus
- Might staff peer group or ad hoc committee

Contracting For Services

Disadvantages

- Increased cost to County
- May diminish attraction/use of volunteers
- Cannot issue film permits or collect fees
- Another contract to manage

Sole Source Authority

- Capability of contractor is critical to effort & makes contractor unique
- Possesses prior experience of a highly specialized nature
- Has substantial investment; duplication would be at County's expense

In-House Services

Advantages

- Funding tied to level of service desired by Board
- Known level of service
- Maximizes oversight & supervision
- Maximizes accountability
- Ensures broadest representation
- Would be primary focus of staff
- Ability to issue film permits and/or collect fees
- Permit fees could off-set costs
- Could support film Advisory Commission, if desired, or ad hoc committee or peer group

In-House Services

Disadvantages

- Most expensive option
- County responsible for all administration
- May limit use of volunteers
- Creates new bureaucratic structure
- Would require additional part-time staff
- Additional supervision
- Need to identify office space
- Unique scheduling requirements

Film Advisory Commission

Advantages

- Could represent all supervisorial districts as well as public agency partners, businesses, and private property interests
- Advise regarding permits, fees, etc.
- Serve as ambassadors for filming
- Facilitate partnerships

Disadvantages

- Increased bureaucracy
- Agendas, staff reports, minutes, etc.
- Diverts staff from primary purpose

Film Advisory Commission

Alternative #1
Ad-Hoc Committee

- Less bureaucratic
- Could advise regarding permits, fees, etc.
- Still representative
- Specific purpose / term
- Consultant could coordinate
- Still facilitate partnerships

Alternative #2
Peer Group

- Interest driven
- Less formal
- Consultant could coordinate
- No agendas, staff reports, minutes, etc.
- Still facilitate partnerships

Question #2

What structure does your Board prefer to deliver Film Commission services?

- Each has advantages & disadvantages
- Level of desire to issue permits and collect fees, and/or appoint a Film Advisory Commission may provide direction

Source of Funding

General Fund

- Currently supports Advertising County Resources Program
- Could be used for expanded Film Commission

Source of Funding

Film Permit Fee

- California Film Commission model ordinance provides for requiring permit for all commercial filming and photography on public and private property
  - Provides for exemptions
- Some jurisdictions impose film permit application fee
  - Must be less than actual cost of service

Source of Funding

Film Permit Fee continued

- County Ordinance 1088 requires permit for commercial filming on County roads, facilities and parks
  - Administered by department responsible for property
  - Permit processing fee of $25; inspection fee of $200 to $700 depending on size of production
  - Road Department issues an average of almost 22 permits a year -- little correlation between permits and revenue

Source of Funding

Film Permit Fee continued

- Film Commissioner estimates County permits currently required for about 50% of film shoots
- County Ordinance 1088 could be amended to require a general filming permit and application fee
  - Might apply to around 40 productions per year
- Would require additional County staff to administer

Source of Funding

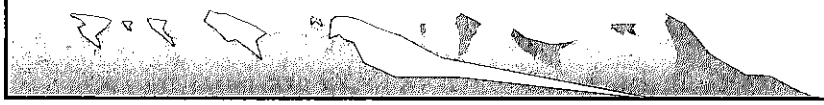
Film Permit Fee continued

- Debate whether film permit / fee this would discourage filming
  - Location or budget driven?
  - Anecdotal evidence suggests location is key
  - County has high "location coefficient"

Question #3

Given preferences regarding the scope of Film Commission services, and structure for delivering those services, how does your Board want to fund the services?

- Proceed with amending Ordinance to require permit and fee, and hire staff
- Contract for services (study permit/fee?)
- Maintain current structure



The End

Staff will develop documents, as necessary, to implement your Board's direction regarding:

1. Scope of Services
2. Structure for Delivering Services
3. Source of Funding

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 6th day of NOVEMBER, *2007* an order was duly made and entered as follows:

CAO-Econ. Dev./ Langley Film Commissioner Contract	The Deputy County Administrator, Mr. Kevin Carunchio, briefly reviewed the request for approval of the contract for Film Commissioner services, noting the extensive Scope of Work and relaying that the items identified in the Scope of Work are actually delineating those duties already performed by Mr. Langley. Moved by Supervisor Cash and seconded by Supervisor Arcularius to ratify and approve the Agreement between the County of Inyo and Chris Langley for Film Commissioner services in an amount not to exceed $50,250; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. Motion carried unanimously, with Supervisor Cervantes absent.

WITNESS my hand and the seal of said Board this 6th

Days of ***NOVEMBER 2007***

RONALD JULIFF
Clerk of the Board of Supervisors

By Patricia Gunsolley

Patricia Gunsolley, Assistant

Routing

CC
Purchasing
Personnel
Auditor
CAO
Other Deputy County Admin.

DATE: November 26, 2007

For Clerk's Use Only:
AGENDA NUMBER

32

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin Carunchio, Deputy County Administrator

FOR THE BOARD MEETING OF: November 6, 2007

SUBJECT: Film Commissioner Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve the Agreement For Film Commissioner Services between Chris Langley and the County of Inyo, and authorize the Chairperson to sign contingent on appropriate signatures being obtained.

SUMMARY DISCUSSION:

On June 5, 2006, your Board received a presentation regarding the Inyo County Film Commission, and discussed various options regarding the continued operation and funding of the Film Commission. Your Board recognized the valuable role that the Film Commission plays in promoting Inyo County as a filming destination, and the positive impact that filming can make on the local economy. During the discussion, Chris Langley, Inyo County's current Film Commissioner, was recognized and thanked for his personal investment and skill in maintaining the County's prominence as a filming destination. Your board voted unanimously to direct staff to develop a contract and scope of work between the County of Inyo and Mr. Langley as a sole source provider of Film Commissioner services for Inyo County, and to propose funding for the contract in the County's FY 2007-08 Budget.

The scope of work and schedule of fees included in the proposed contract have been developed by County staff and Mr. Langley over the course of several months. The scope of work includes all of the requirements and recommended activities for film commissions as set forth by the California Film Commission, and discussed with your Board as key components of any scope of work for Film Commissioner services. The scope of work also includes specific marketing activities, proposed by Mr. Langley as well as members of your Board, and recommended by staff during the presentation. In addition, the scope of work has been expanded from that presented in June to reflect your Board's desire to have Mr. Langley research and make recommendations relative to modifying the County's film permit process, including the possibility of levying fees to help support Film Commission services. The Agreement also requires Mr. Langley to make several oral and written reports to your Board updating his efforts and accomplishments.

The amount of the Agreement is not to exceed $50,250. It provides Mr. Langley with a monthly flat fee to perform the general duties and responsibilities and pay all of his administrative overhead costs. The contract also provides Mr. Langley with reimbursement for costs associated with specific marketing activities as well as his travel and per diem expense.

ALTERNATIVES:

Your Board could choose not to approve the Agreement, or direct changes to the scope of work and/or schedule of fees.

OTHER AGENCY INVOLVEMENT:

County Counsel and Risk Management have participated in the development of the Agreement.

FINANCING:

The cost the agreement is funded in the approved Advertising County Resources Budget for FY 2007-08.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: YES Date 10-30-07
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 10-30-07
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: 10/30/07
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Film Commissioner services of Chris Langley of Lone Pine 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 Kevin Carunchio, whose title is: Deputy County Adminstrator. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2007 to June 30, 2008 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Kevin Carunchio whose title is: Deputy County Adminstrator. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Fifty Thousand Two Hundred Fifty and 00/100 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, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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.

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ~~$ 1,000,000.00~~ $ 500,000.00 per accident for bodily injury and property damage.

3. Employer's Liability: $ N/A per accident for bodily injury or disease.

4. Errors and Omissions Liability: $N/A per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and 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, or as a separate owner's policy (CG 20 10 11 85).

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

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of 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
County Administrative — Department
P.O. Drawer N — Street
Independence, CA 93526 — City and State

Contractor:
Chris Langley — Name
P.O. Box 99 — Street
Lone Pine, CA 93545 — 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 Chris Langley
FOR THE PROVISION OF Film Commissioner **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 6 DAY OF November, 2007.

COUNTY OF INYO

By: Linda Arcularius

Dated: 11/6/07

CONTRACTOR

By: [signature]
Signature

CHRISTOPHER LANGLEY
Print or Type Name

Dated: 12/3/07

APPROVED AS TO FORM AND LEGALITY:

[signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner SERVICES

TERM:

FROM: July, 1 2007 **TO:** June 30, 2008

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for County to maintain a formal relationship with the California Film Commission, and ensure the County's continued participation in the California Film Commission's *Film Liaisons In California, Statewide* (FLICS) Program. These duties include, but are not limited to:

A. Actively working to attract film production into the County;
B. Responding to production requests in a timely manner, not to exceed one week from the date of initial inquiry; and,
C. Serving as a liaison between the film industry and the County and community.

In performance of these duties, the Contractor shall:

- Maintain a working knowledge of the County and local business and government practices
- Stay informed on production issues in Inyo County communities and convey this information to producers
- Serve as an experienced trouble shooter for producers and the communities in which they work
- Know how to secure permission to film on a variety of properties within the County
- Be familiar with potential filming locations within the County
- Remain sensitive to the needs of the communities within the County
- Adhere to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests, as well as the provision of:
  - ✓ location scouting assistance
  - ✓ referral and liaison services with industry facilities and services
  - ✓ liaison services to and among communities, production companies, and government agencies
  - ✓ augmented outreach
  - ✓ timely and accurate information to production companies, the local community, governmental entities, and the California Film Commission

- Provide film liaison and location services, including photography of locations
- Provide service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters
- Act as a liaison between production companies and all levels of government, including the facilitation of permitting
- Network with regional and state organizations related to filming

In addition, the Contractor shall:

1. Develop, maintain, and distribute local available crew lists
2. Maintain a local resources database, including photography of locations throughout all regions of the County
3. Maintain a current local production guide in written and electronic form
4. Create articles for the local and national and international media

Section II. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and answering machine or service, and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing:
    a. a physical mailing address or Post Office Box;
    b. a cellular telephone;
    c. an e-mail account; and,
    d. an internet-based photo hosting service
3. Arranging for clerical support, and any other personal contract services that may be necessary to support the duties and responsibilities of the Film Commissioner
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, during the course of this contract the Contractor will research and work with stakeholders to evaluate and make a recommendation to the Inyo County Board of Supervisors regarding the feasibility of modifying the County's film permit requirements, including the levying of fees to support the Inyo County Film Commission.

Section III. Reporting

The Contractor shall keep the Inyo County Board of Supervisors apprised of his activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Make two (2) oral reports to the Board of Supervisors during the course of this contract. The Contractor shall contact the Board Clerk to make arrangements to be placed on the Board of Supervisors' agenda;
2. Present, in person, written Mid-Year and Final Reports to the Board of Supervisors. The Mid-Year Report shall be submitted to the County Administrator, to be agendized for an upcoming Board of Supervisors' meeting, no later January 31, 2008. The Final Report shall be submitted to the County Administrator, to be agendized for an upcoming Board of Supervisors' meeting, no later than June 30, 2008. At a minimum, the Mid-Year and Final Report reports should include:
    a. A summary of the Contractor's activities and accomplishments relative to carrying-out the duties and responsibilities of Inyo County Film Commissioner
    b. A tally of production requests received, as well as production contacts initiated by the Contractor, by type of production (e.g., major motion picture, minor film, commercial, still photography or other categories deemed meaningful by the Film Commissioner).
    c. An itemization, by category, of all productions filmed in Inyo County (July 1st to December 31st for the Mid-Year Report, and July 1st to June 30th for the Final Report). For each production identified, the Contractor shall provide his best estimate as to:
        i. The number of out-of-county personnel involved in the production
        ii. The number of hotel/motel room nights encumbered by the production, and the estimated value
        iii. The number of local residents directly employed by the production, and the estimated aggregate compensation of those employed
        iv. The number and types of local businesses providing goods or services to the production, the estimated aggregate value of the goods or services
    d. Discussion of specific marketing efforts including copies of tear sheets, copies of web-pages, photos of events or displays, etc.
    e. Copies of the local available crew lists, the production resource data base, production guide, and all articles developed for the media as identified in Section I. Nos. 1., 2., 4., and 5.
3. Prepare and present a separate report to the Board of Supervisors regarding the Film Commissioner's findings and recommendations for modifying the County's film permit requirements, including the levying of fees to support the Inyo County Film Commission. This report needs to be developed in consultation with County staff, as identified by the County Administrator, and ready for presentation to the Board of Supervisors no later than July 30, 2008.

The final payment to the Contractor is contingent on receipt of the Final Report and the film permit report identified in number 2. and number 3. above, respectively.

Section IV. Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and international media, the Contractor shall perform, and be compensated separately for, the following specific marketing activities:

1. Re-design, enhance, and maintain an interactive Inyo County Film Commission web-site;
2. Develop and place targeted print advertising in "P3 Location Magazine" and "Location Magazine" or comparable trade journals;
3. Develop and administer a web-based advertising campaign on "Cinemascout" or a comparable web site
4. Develop and host a two-day "familiarity tour" or similar special local promotional event
5. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including:
    a. The COLA awards dinner and show
    b. The Association of Film commissions International (AFCI) Locations Show

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner SERVICES

TERM:

FROM: July, 1 2007 **TO:** June 30, 2008

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Administrative Services, and Section III. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of $2,575.00 per month for the term of this Agreement.

Section II. Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section IV. Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actually cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. Re-design, enhance, and maintain an interactive Inyo County Film Commission web-site: $5,000.00
2. Develop and place targeted print advertising in "P3 Location Magazine" and "Location Magazine" or comparable trade journals: $1,000.00
3. Develop and administer a web-based advertising campaign on "Cinemascout" or a comparable web site: $500.00
4. Develop and host a two-day "familiarity tour" or similar special local promotional event: $4,000
5. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including:
    a. The COLA awards dinner and show: $300
    b. The Association of Film commissions International (AFCI) Locations Show: $4,500

Section III. Travel & Per Diem

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement. The Contractor's travel and per diem expense reimbursement shall not exceed $4,050.00 during the term of this Agreement. The provisions of Section 3. Paragraph B. of this Agreement notwithstanding, due to the often times spontaneous nature of the services and work being performed, the Contractor is pre-approved to incur travel and per diem expenses in an amount not to exceed $4,050.00 during the term of this contract.

The reimbursement of travel and per diem expense does not apply to the two-day "familiarity tour" identified in Section IV. Paragraph 4 of the Scope of Work. Reimbursement for the travel, food, and lodging expenses associated with hosting industry professionals on a "familiarity tour" of Inyo County's filming locations is provided for in Section II. Marketing Activities of this Schedule of Fees.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Chris Langley
FOR THE PROVISION OF Film Commissioner SERVICES

TERM:

FROM: July, 1 2007 **TO:** June 30, 2008

Form W-9

Request for Taxpayer
Identification Number and Certification
(See attached)

ATTACHMENT C

Resolution 99-30

RESOLUTION NO. 99-30

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DESIGNATING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, INYO COUNTY'S REPRESENTATIVE TO THE CALIFORNIA FILM COMMISSION'S "FILM LIAISONS IN CALIFORNIA, STATEWIDE" (FLICS) GROUP

WHEREAS, in the State of California the film industry is an important and vital economic tool which the State is promoting and protecting through the California Film Commission, who encourages local communities to establish a local Film Commission and join FLICS to attract film production to their areas; and

WHEREAS, through association with the California Film Commission's FLICS Group, filming and production companies are referred to local areas; and

WHEREAS, the County of Inyo, with its outstanding film history, is interested in keeping film and production companies coming back to the County to boost the local economy; and

WHEREAS, in the past, the County of Inyo has been represented to the California Film Commission, in the north by Jim Vanko of the Mammoth Mountain Location Service, and in the south by the Lone Pine Chamber of Commerce; and

WHEREAS, the California Film Commission has asked that one entity be appointed to represent the entire County in FLICS; and

WHEREAS, during a recent workshop held with Ms. Pamela Powell, Deputy Director of the California Film Commission, many individuals or groups expressed a desire to be designated Inyo County's liaison to the California Film Commission; and

WHEREAS, it is in the best interest of the County of Inyo to pursue the filming and production business by association with the California Film Commission and FLICS; and

WHEREAS, the Inyo County Board of Supervisors has directed the County Administrator to make recommendations on the designation and funding of a Film Commission Liaison; and

WHEREAS, until such time as the recommendation is forthcoming on a Film Commission Liaison, there is a need to ensure that the California Film Commission and FLICS continues to promote Inyo County by referring filming and production companies to our area.

NOW THEREFORE BE IT RESOLVED, the Inyo County Board of Supervisors does hereby designate the Inyo County Administrator, or his designee, as Inyo County's liaison to the California Film Commission and FLICS, until such time as the Board of Supervisors designates another entity.

PASSED AND ADOPTED this 1st day of June, 1999, by the following vote:

AYES: Supervisors Arcularius, Bear, Lent, Hambleton and Dorame
NOES: -0-
ABSENT: -0-
ABSTAIN: -0-

Carroll M. Hambleton Jr.
Chairperson, Inyo County Board of Supervisors

Attest: *RENÉ L. MENDEZ*
Clerk of the Board

by Patricia Gunsolley
Patricia Gunsolley, Assistant

ATTACHMENT D

April 17, 2000 – Letter to Designate Lone Pine Chamber of Commerce As the County Film Commission Liaison Office

RENÉ MENDEZ
County Administrator

(760) 878-0292
FAX (760) 878-2241

COUNTY OF INYO

ADMINISTRATOR'S OFFICE
P. O. DRAWER N
INDEPENDENCE, CALIFORNIA 93526

April 17, 2000

Mr. Paul Payne, President
Lone Pine Chamber of Commerce
126 South Main Street
P.O. Box 749
Lone Pine, CA 93545

RE: Designation as Film Liaison Commission Office for Inyo County

Dear Mr. Payne:

This letter is in response to your letter of January 12, 2000, requesting that the Lone Pine Chamber of Commerce be designated as the Film Liaison Commission Office for Inyo County.

As you are aware, my office was designated because two of the County's Chambers of Commerce asked the Board to be designated, and all of the Chambers were struggling with establishing a cooperative partnership. However, since then, the Chambers, including Lone Pine, are well on their way to establishing a successful coalition. In addition, due to the growing partnerships between the Chambers, I believe that any Chamber designated the Film Liaison Commission Office would be able to work with all the Chambers of Commerce to maximize and enhance the County's film potential.

Therefore, as authorized by County of Inyo Resolution No. 1999-30, and after careful consideration of your letter and due to the rich film tradition of Lone Pine, I am designating the Lone Pine Chamber of Commerce as the County's Film Liaison Commission Office. Along with this designation, it is my expectation that the Lone Pine Chamber of Commerce:

1. Contact the State to obtain the necessary paperwork for this change and submit it to my office for review;
2. Communicate this designation to all other Chambers of Commerce;
3. Work closely with the other Chambers to promote the film industry in the County;
4. Understand that no funding will be provided from the County for any activity as a result of this designation; and
5. Provide a report to my office every six months on the activity of the film industry in the County.

If you have any questions and/or would like to discuss this matter further, please do not hesitate to contact my office at 878-0292. If not, will you provide me with a letter confirming your acceptance of this designation and agreeing to all the expectations listed above.

Sincerely,

René L. Mendez
County Administrator

c: Board of Supervisors
Chuck Hamilton, Deputy County Administrator

ATTACHMENT E

January 6, 2013 - Letter Received in Support of Chris Langley From Robert W. Sigman

January 6, 2012

Kevin D. Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
224 N. Edwards Street
Independence, CA 93526

Dear Kevin,

As former President & CEO of Republic Pictures, a past Lone Pine resident and a board member of the Lone Pine Film History museum I believe I have a very good perspective of the needs of the County in their continued objective in developing the regions film location activity and in the type of person that is needed as a film commissioner.

Chris Langley has for the last six years has represented the community as the Inyo County Film Commissioner. A retired Lone Pine educator who is a passionate historian, film aficionado, and a former director of the Lone Pine Film Festival, Chris brings a unique background of experience to this position. Langley's knowledge and understanding of the geography of the region as it pertains to potential filming locations, along with his relationships with regional and national governmental organizations as well as his relationships with various support services available to the production companies, has facilitated over $40,000,000 in revenue to this county over these past six years.

While great locales are a prime attraction, Langley's reputation and knowledge go a long way in a very competitive environment. Most states and counties have tax incentives as inducements to the production companies. Chris works without these options. And, while many of the production companies choose the Alabama Hills west of Lone Pine for filming, Langley puts the clients specific location needs first, which may mean that he suggests alternative locations north or south of Lone Pine, and alternatively, outside the county in neighboring Kern (Ridgecrest) and/or Mono Counties. This integrity in making the "client's needs first" is what continues to bring production companies back to Inyo County.

It is my understanding that Chris has been working without a contract for the past few months as administrative protocol is reviewed for this position. In good faith, Langley has continued, un-paid, in his role; scheduling meetings with producers, helping to negotiate and finalize required permits and juggling the myriad of daily calls to his office from production company executives.

I would ask that you make bring this situation to the January 2013 Board meeting for review and a decision. Chris is my opinion is a great investment by the county - a "one man" operation that annually assists in facilitating millions of dollars to the county – to local motels ... restaurants ... equipment rental... catering, and every dollar brings with it money added to the county coffers. The ripple effect on each and every filming event is significant.

Hollywood has many choices! Let's not lose the momentum that has been invested over the years to keep them coming to the Eastern Sierra because of its beauty, film making friendliness and the concerted and dedicated efforts of Chris Langley.

Respectfully,

Robert W. Sigman

For Clerk's Use Only:
AGENDA NUMBER

23

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time 2:30 ☐ Closed Session ☐ Informational

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: January 15, 2013

SUBJECT: WORKSHOP – INTRODUCTION TO COUNTY WATER POLICY

DEPARTMENTAL RECOMMENDATION: The Water Department requests that your Board receive a presentation from the Water Department concerning governance and implementation of County water policy.

SUMMARY DISCUSSION: This presentation will provide an overview of the principal documents that govern Inyo County's water policy. These documents are the Inyo/Los Angeles Long-Term Water Agreement (LTWA), the County's groundwater ordinance, and Board Resolution 99-43. The LTWA pertains to Los Angeles's water management activities, the groundwater ordinance regulates non-LADWP groundwater transfers, and Board Resolution 99-43 sets the County's overall water policy and defines roles and responsibilities for implementing water policy.

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

DEPARTMENT HEAD SIGNATURE: Robert Harrington Date: 1/7/2013
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☒ Informational

FROM: Inyo County Clerk-Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: January 22, 2013

SUBJECT: Workshop on the Clerk/Recorder & Registrar of Voter's Department

DEPARTMENTAL RECOMMENDATION: Conduct a workshop on the Clerk/Recorder & Registrar of Voters Department

SUMMARY DISCUSSION: The office of the County Clerk-Recorder is an umbrella department made up of three separate divisions: County Clerk, Recorder and Registrar of Voters. The County Clerk-Recorder's office is often seen by the public as the unofficial source for general information or assistance in finding the correct county department or state/federal agency to meet their needs.

The County Clerk's main function is to file public documents for safekeeping. The responsibilities of the County Clerk Division include issuing Marriage Licenses, filing and indexing Fictitious Business Name Statements, Notary Public Oaths, Surety Bonds, Loyalty Oaths, Conflict of Interest Disclosure Forms and Environmental Documents.

The Recorder maintains official records. The responsibilities of the Recorder Division include reviewing and recording documents that affect real property into our permanent official records and examining and maintaining birth, death and marriage certificates.

The Registrar of Voters conducts federal, state, county, school and other local elections. The responsibilities of the Registrar of Voters Division include reviewing and maintaining the voter registration database, recruiting and training polling place workers, distributing, examining, accepting and filing statements required by the Political Reform Act, setting up election ballots, providing ballots to voters, and tabulating and certifying results of the election processes in Inyo County.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: Informational only

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

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

_____ Date: 1/3/2013

For Clerk's Use Only:
AGENDA NUMBER
20-26-27
28-29-30
31-32-33

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: JANUARY 15, 2013

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

1-00pm ***PERSONNEL [Pursuant to Government Code § 54957].*** Public Employee Appointment - Title: Director Public Works.

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.)* R. Kelle Approved: ✓ Date 1.9.13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) R. Kelle Date: 1.9.13