

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.

May 28, 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

4. **Museum Services** – Request approval of the final payment to the Lone Pine Chamber of Commerce for the 2012-13 Community Project Sponsorship Grant Projects as follows: \$3,250 for the Early Opener Trout Derby and \$3,500 for the Wild Wild West Marathon and Ultra Run.
5. **Integrated Waste Management** – Request Board award the bid and approve the purchase of a diesel particulate filter for John Deere 755C to Diesel Emissions Service in an amount not to exceed \$19,089.68.

CLERK-RECORDER

6. Request Board approve the Agreement with the Secretary of State of California for the implementation of the HAVA (Help America Vote Act) Polling Place Accessibility Surveyor Training Program, including reimbursement for travel, staff salaries, purchased goods, supplies and equipment to improve accessibility for Polling Places for FY 2013-14 and 2014-15, in an amount not to exceed \$30,000, contingent upon the Board's adoption of future budgets; and authorize the Clerk-Recorder and/or Assistant Clerk-Recorder to sign.

HEALTH AND HUMAN SERVICES

7. **Mental Health Services** – Request Board declare I.D.E.A. Consulting a sole-source provider of certain mental health consultation services for FY 2013-14; approve the Contract and HIPAA Business Associate Agreement between the County of Inyo and I.D.E.A. Consulting for mental health consultation services for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$20,000, contingent upon the Board's adoption of a FY 2013-14 Budget; and authorize the Chairperson to sign.

8. **Mental Health Services** – Request Board declare Gary Ernst a sole source provider of certain mental health fiscal consultation services for FY 2013-14; approve the Contract and HIPAA Business Associate Agreement between the County and Gary C. Ernst for fiscal consulting services for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$15,000 contingent upon the Board's adoption of a FY 2013-14 Budget; and authorize the Chairperson to sign.

PUBLIC WORKS

9. Request approval of the Lease Agreement between the County of Inyo and the City of Bishop for office space at 301 West Line Street in Bishop, for the period of July 1, 2013 through June 30, 2014, including two one year options to extend the lease, at the rate of \$3,800.16 per month, contingent upon the Board's adoption of future budgets; authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and authorize the Public Works Director to sign one year extensions contingent upon no change in lease terms and upon the appropriate signatures being obtained.

ROAD DEPARTMENT

10. Request approval of Amendment No. 2 to the Contract between the County of Inyo and Nielsen's Equipment Maintenance for replacement of routine and emergency communications equipment, amending the scope of work to add a task to assist the County to update its FCC radio licensing, extending the term of the Contract to an ending date of December 31, 2013 and increasing the amount of the Contract by \$4,000 to a total amount not to exceed \$95,000, contingent upon the Board's adoption of a FY 2013-14 Budget; authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

11. **SHERIFF'S DEPARTMENT** – Request Board consider request to amend the Elected Officials Ordinance for the Sheriff relative to adjustments in compensation as presented in the Summary Discussion portion of the Agenda Request Item and provide direction to Personnel staff to make changes to the Ordinance and bring back for Board consideration at a future meeting.
12. **COUNTY ADMINISTRATOR - Purchasing** – Request Board A) declare certain property as surplus; B) authorize the transfer of the surplus to other public entities and non-profit organizations (4/5's vote required); and C) approve the public auction of surplus equipment not claimed by those entities/organizations on June 6, 2013 at the Building and Maintenance yard at 136 Jackson Street in Independence (4/5's vote required).
13. **COUNTY ADMINISTRATOR** – Request Board A) approve the Contract between the County of Inyo and Clint Quilter for the provision of personal services as the Public Works Director at a monthly base salary of \$9,849 effective August 5, 2014; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained; and B) approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amendment Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo."
14. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
15. **COUNTY ADMINISTRATOR** – Request Board approve Amendment No. 6 to the Exclusive Negotiation Agreement between the County of Inyo and Joseph Enterprises, extending the Phase 1 Expiration Date to July 31, 2013; and authorize the County Administrator to sign.
16. **CLERK OF THE BOARD** – Request approval of the minutes of the May 14, 2013 Board of Supervisors Meeting.

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

- 11:30 a.m. 17. **COUNTY ADMINISTRATOR** – Request Board consider letters of interest and resumes received from individuals seeking appointment to the position of Auditor-Controller and make appointment to the Office for the unexpired term ending January, 2015.

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

18. **PUBLIC WORKS** – Request Board conduct a workshop to discuss and receive an update on the Eastern Sierra Scenic Byways Project at Dehy Park in Independence and provide direction to staff.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

19. **PUBLIC COMMENT**

CLOSED SESSION

20. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** - *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution.
21. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** - *Owens Valley Committee v. County of Inyo; Inyo County Board of Supervisors, et al.; CG Roxanne, LLC, and Does 21 through 100*, Inyo County Superior Court Case No. SICVPT 1354991.
22. **PERSONNEL [Pursuant to Government Code §54957]**. Public Employee Appointment – Title - County Counsel.
23. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
24. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
25. **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, and Information Services Director Brandon Shults.
26. **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: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.
27. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

28. **SHERIFF'S DEPARTMENT** – Sheriff and Jail Overtime Report for the period of April 2013.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

4

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Lone Pine Chamber of Commerce for successfully completing two 2012-13 CPSP projects, the Early Opener Trout Derby and the Wild Wild West Marathon.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments to the Lone Pine Chamber of Commerce for \$3,250 for the Early Opener Trout Derby and for \$3,500 for the Wild Wild West Marathon and Ultra Run. Both are 2012-13 Community Project Sponsorship Grant projects funded from the 2012-2013 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$6,500 in February of 2013 to help sponsor the annual Early Opener Trout Derby, held March 2, 2013. The Derby is the first of the fishing season and generates good publicity and media coverage. Organizers said 350 anglers registered for the Derby, and more than 300 fish were caught at the event, which is held at Diaz Lake. More attention is being devoted to making the event fun for kids, and new this year was that "we gave a prize to every kid who caught a fish," said the organizers, with the idea being "to get the kids hooked on fishing" which should translate to more families coming to Inyo County to fish.

After contracts were finalized, half the grant funds (\$3,250) were disbursed to the Lone Pine Chamber of Commerce. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,500. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$7,000 in February of 2013 to help sponsor the 35th annual Wild Wild West Marathon, held May 4, 2013. Perfect weather greeted the 184 runners, which was more than last year. About half the entrants were from Inyo County, a testament to the size of the local running community. Typically, out-of-area runners bring a support group, especially if they are running the 50K race or 26-plus mile Marathon.

After contracts were finalized, half the grant funds (\$3,500) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,500 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

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

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2012-13 Advertising County Resources Budget (011400), Professional Services (5265).

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

DEPARTMENT HEAD SIGNATURE:

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



Date: 5-15-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

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

FROM: Integrated Waste Management

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Diesel Particulate Filter for John Deere 755C

DEPARTMENTAL RECOMMENDATION:

Award the bid and approve the purchase of Diesel Particulate Filter for John Deere 755C to Diesel Emissions Service for \$19,089.68.

SUMMARY DISCUSSION:

Inyo County Integrated Waste Management (IWM) was awarded \$30,000 as part of the Clean Air Projects Program grant from Great Basin Air Pollution Control Board to purchase and install a diesel particulate filter on the John Deere 755C trackloader located at the Independence Landfill. The 2012/2013 IWM budget includes \$30,000 for the purchase and installation of a diesel particulate filter. The lowest bid for the diesel particulate filter is from Diesel Emissions Service for \$19,089.68.

BID SUMMARY:

Integrated Waste Management solicited bids from eight (8) separate companies and received the following submittals:

- Diesel Emissions Service \$19,089.68
- Nixon-EGLI Equipment Co. No Bid
- Valley Power Systems, INC. No Bid

The request for bids was advertised on the County of Inyo website as well as the Inyo Register newspaper.

ALTERNATIVES:

The Board could choose not to purchase the diesel particulate filter, but this could cause the Integrated Waste Management Program to be out of regulatory compliance as well as cause Inyo County to lose the grant funds provided for this purchase.

OTHER AGENCY INVOLVEMENT:

Great Basin Air Pollution Control Board, Inyo County Public Works

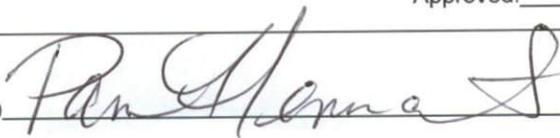
FINANCING:

Great Basin Air Pollution Control Board provided \$30,000 as part of the Clean Air Projects Program grant which was applied for by Inyo County Public Works. The purchase amount was budgeted in the 2012/2013 Solid Waste Budget 045700, Object Code 5650; Equipment.

APPROVALS

| | |
|---------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/21/2013</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/22/13</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

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



Date: 5/22/13



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

6

FROM: Kammi Foote, Inyo County Clerk-Recorder

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Approve Contract Agreement with Secretary of State of California for the implementation of the HAVA (Help America Vote Act) Polling Place Accessibility Training Program.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Approve Contract Agreement with Secretary of State of California for the implementation of the HAVA (Help America Vote Act) Polling Place Accessibility Surveyor Training Program and for reimbursement for Travel, Staff Salaries, Purchased Goods, Supplies and Equipment to improve Accessibility for Polling Places for the Fiscal Years 2013/14 & 2014/15 in an amount not to exceed \$30,000.00, contingent upon approval of future budgets.
- B) Authorize the Clerk-Recorder and/or Assistant Clerk-Recorder to sign

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The purpose of the Agreement is to provide the County of Inyo with federal reimbursement funds ("HAVA funds"), DFDA Number 93.617, administered by the U.S. Department of Health and Human Services (DHHS), to assist in implementing HAVA Section 261, subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. We frequently get calls from the public requesting that our polling places be more accessible to all voters. Due to our budget, it is often difficult to attend training and acquire additional funds to make our polling places accessible. This grant will allow us to continue with additional measures to update our polling places, with access equipment, visual aids and translation of voting materials. We have updated our polling places with lighted Magnifying devices, additional ADA voting booths and ballot calls. We would like to have available the funds to provide additional Equipment and Activities to Improve Physical Accessibility.

ALTERNATIVES: Not approve the HAVA Agreement with Secretary of State of California for the implementation of the HAVA Polling Place Accessibility Surveyor Training Program.

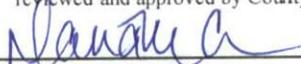
OTHER AGENCY INVOLVEMENT: Auditor

FINANCING: Sufficient funds to cover reimbursements Grant funds be forwarded from the Secretary of state and will be in the 2013/14 & 2014/15 Preliminary Recorder's Budget as per the contract agreement.

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 5/21/13

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 5/21/13

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: 5/21/13



DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES

1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel (916) 653-5974 | Fax (916) 653-8324 | www.sos.ca.gov

May 15, 2013

Inyo County
Attn: Kammi Foote
PO Drawer F
Independence, CA 93526

Subject: Agreement Number 13G26109

Complete the following item(s) and return to the address stated above within ten (10) business days, if necessary:

- STD. 213, Standard Agreement with attached exhibits. Please acquire the appropriate signature on the first page of the STD. 213, and the additional three single STD 213's and return to the address above. Fax and photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 213A, Standard Agreement Amendment. Please acquire the appropriate signature for the first page of the STD. 213A and the additional three single STD. 213A's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 210, Short Form Contract. Please acquire the appropriate signature for the four single STD. 210's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- STD. 65, Contract / Delegation Purchase Order. Enclosed is an executed copy for your records. You are now authorized to provide services.
- The enclosed agreement is signed on behalf of the Secretary of State. Please process and mail an executed copy of the agreement to the address above.
- Executed copy for your records.
- STD. 204 Payee Data Record (STD. 204) - Complete and return.
- CCC 307 Contractor Certification Clause - Complete and return.
- Please submit a copy of your Seller's Permit.
- Please submit a copy of the resolution, order, motion, or ordinance of your local governing body, which by law has granted the authority to enter into the proposed contract, authorizing execution of the agreement.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

| |
|-------------------------------------|
| AGREEMENT NUMBER 13G26109 |
| REGISTRATION NUMBER |

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

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

Inyo County

2. The term of this Agreement is: July 1, 2013 or upon approval by Dept. of General Services, if required, whichever is later through December 31, 2014

3. The maximum amount of this Agreement is: \$30,000.00
 Thirty thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--|---------|
| Exhibit A – Scope of Work | 4 pages |
| Exhibit A-1 – Polling Place Accessibility Surveyor Training Schedule | 1 page |
| Exhibit B – Budget Detail and Payment Provisions | 3 pages |
| Exhibit C* – General Terms and Conditions | GTC-610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 3 pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | 2 pages |
| Exhibit F – County Resolution | Page(s) |
| Exhibit G – Contractor HAVA Activity Report | 1 page |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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, Inyo County) | | |
| BY (Authorized Signature) <i>[Signature]</i> | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS PO Drawer F Independence, CA 93526 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Secretary of State | | |
| BY (Authorized Signature) <i>[Signature]</i> | DATE SIGNED (Do not type) | <input checked="" type="checkbox"/> Exempt per: GC 14616 |
| PRINTED NAME AND TITLE OF PERSON SIGNING Dora Mejia, Chief, Management Services | | |
| ADDRESS 1500 11 th Street, Sacramento, CA 95814 | | |

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "HAVA Polling Place Accessibility Training Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Inyo ("County") with federal reimbursement funds ("HAVA funds"), CFDA Number 93.617, administered by the U. S. Department of Health and Human Services (DHHS), to assist in implementing HAVA Section 261, subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures. The provisions of this Agreement are to be interpreted to further this purpose

1. The program representatives during the term of Agreement will be:

For County: Kammi Foote (760) 878-0224

For State: Todd Wallace (916) 657-2376

C. USES OF FUNDS

1. General Uses

Provided that the County has notified the Secretary of State by March 8, 2013 of its intention to execute this contract, and further that at least one County employee or agent attends one of the regional training sessions sponsored by the Secretary of State as noted in Exhibit A-1 or attended one of the regional training sessions sponsored by the Secretary of State in 2012, any funds received pursuant to this program shall be used by County only for one or more of the following purposes, except as otherwise provided below:

- 1) Reimbursement for travel expenses incurred after July 1, 2013, for staff to attend one of the accessibility training sessions offered in early 2014.
- 2) Reimbursement for staff salaries and benefits incurred after July 1, 2013, for accessibility surveys of polling places or for training staff to survey polling places.
- 3) Reimbursement for other expenses as provided below incurred after July 1, 2013, to make polling places, including the path of travel, entrances, exits, and voting areas of each polling facility, accessible to individuals with the full range of disabilities that enhance access and participation of individuals with the full range of disabilities in elections for Federal and State office, and to provide the same opportunity for access and participation (including privacy and independence) to individuals with the full range of disabilities as for other voters. For these purposes, items included on the following lists are presumed to be reimbursable, provided that their intended use is consistent with the General Uses set forth above. The county may perform activities identified as approved for reimbursement, or may contract for the performance of the activities. The Secretary of State shall be the sole determiner of whether an expenditure is consistent with the General Uses as set forth above. The Secretary of State will reimburse for the following items or activities, including taxes on purchased goods:
- 4) Reimbursement for funds expended after July 1, 2013, assessment supplies or equipment and supplies as needed, including any of the items listed below:

**EXHIBIT A
(Standard Agreement)**

a. Assessing Accessibility

- 1) Tools to measure slope;
- 2) Tools to measure width, turning area, etc;
- 3) Calculators;
- 4) Survey kits;
- 5) Clipboards;
- 6) Tape measures;
- 7) Polling Place Inspectors/Surveyors;
- 8) Cameras;
- 9) Door pressure gauges;
- 10) Tablets used for conducting surveys¹⁷.

b. Equipment and Activities to Improve Physical Accessibility

- 1) New accessible voting booths;
- 2) Retrofitting voting booths;
- 3) Tools or equipment to modify voting booths;
- 4) Retrofitting polling places for public buildings only, which must be a regularly used polling place;
- 5) Adapter "kits" or other materials to make a voting station accessible;
- 6) Signage (parking, directional, entrance, etc.);
- 7) Accessible tables;
- 8) Chairs (for seated voting);
- 9) Supports for accessibility signage;
- 10) Devices/Systems to alert poll workers that a voter is at the curb, door, or otherwise needs assistance;
- 11) Doorstops;
- 12) Lighting;
- 13) Low-vision pens;
- 14) Magnifying devices;
- 15) Mats or other materials to make the path of travel accessible;
- 16) Pen grips;
- 17) Temporary ramps (if wheel guides are not included, wheel guides may be purchased separately);
- 18) Temporary handrails;
- 19) Permanent handrails;
- 20) Threshold covers or mats;
- 21) Traffic cones or other materials to make parking temporarily accessible for voting;
- 22) Wedges;
- 23) Equipment for CD/DVD duplication;
- 24) Accessibility web site development costs;
- 25) Improving accessibility of web site.

c. Training Materials and Programs

- 1) Development, production, translation, and transcription into Braille of manuals, programs, posters, brochures, and other printed materials for training of poll workers or polling place inspectors;
- 2) Development, production, translation of video/DVD training materials;

¹⁷ If the county proposes to use funds for this purpose, pre-approval by the Secretary of State is required. Further, county must adhere to requirements set forth in Exhibit E.

**EXHIBIT A
(Standard Agreement)**

- 3) Equipment necessary to use videos/DVDs in training of poll workers or polling place inspectors;
- 4) Stipends to compensate a trainer to train county poll worker trainers on issues specific to accessibility;
- 5) Poll worker training that is specific to accessibility and in addition to pre-existing training, or a modification/improvement of pre-existing training;
- 6) Disability or accessibility experts to make presentations at poll worker trainings.

d. Educational and Informational Materials

- 1) Development, production, translation, and transcription into Braille or into audio or CD/DVD format, of printed materials to educate or inform voters concerning polling place and voting accessibility;
- 2) Public advertising of information on accessibility of polling places and voting;
- 3) Mailers to disseminate information on services for persons with disabilities;
- 4) Translation of existing materials related to accessibility into required languages;
- 5) Reformatting and re-printing materials into "large-type";
- 6) Readability analysis to simplify informational or instructional materials;
- 7) Development of accessibility materials for county web site, or construction of a county web site for the purpose of providing information to the public on accessibility, if one does not already exist or making a current site accessible.

Items Presumed to not be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner of whether or not an expenditure is reimbursable.

- 1) Administrative costs;
- 2) Batteries;
- 3) Blackberries (hand held computers);
- 4) Braille business cards;
- 5) Cable TV;
- 6) Cassette players;
- 7) Cassette tapes (except those used for voter education);
- 8) Catering;
- 9) Computers;
- 10) Other office equipment, including but not limited to fax machines and copiers, unless prior approval has been obtained from the granting agency;
- 11) Office supplies, including but not limited to paper, pens and post-it notes;
- 12) Concrete paving for parking lots and spaces;
- 13) Concrete ramps;
- 14) DREs /other voting equipment (can be purchased with other HAVA funds);
- 15) Emergency exit signs;
- 16) Facility rental;
- 17) Permanent modifications or improvements to private or non-governmental structures, including, but not limited to private residences and places of worship;
- 18) Food;

**EXHIBIT A
(Standard Agreement)**

- 19) Gas (except travel reimbursements¹⁸) ;
- 20) Gift bags, pins, buttons, shirts or other promotional items for poll workers, voters or County staff;
- 21) Invitations;
- 22) Laptops;
- 23) Tablet computers unless prior approval as a survey tool has been obtained from the granting agency;
- 23) Light bulbs;
- 24) Modifications to mobile voter education vehicle, unless that vehicle is used as a polling place;
- 25) Parking fees (except travel reimbursements for purposes listed in footnote 2)
- 26) Parking lot improvements;
- 27) Photographers;
- 28) Scanners;
- 29) Staff salaries of County employees not conducting one of the activities allowable;
- 30) Trailers;
- 31) Transportation to polling site;
- 32) Vehicles – purchase, rental, or operating expenses (except rental vehicles used for purposes listed in footnote 2)

If you have any questions about this polling place accessibility training grant, please feel free to contact Todd Wallace at (916) 657-2376 or Todd.Wallace@sos.ca.gov.

¹⁸ Travel reimbursements for: election officials performing accessibility assessments; consultants advising election officials on accessibility issues, poll worker training, or voter education; or trainers conducting poll worker training, voter education, or outreach activities.

**EXHIBIT A-1
(Standard Agreement)**

Polling Place Accessibility Surveyor Training Schedule

**Central Area Training Tuesday, February 4, 2014 – Standard training – 9:00 a.m. – 4:00 p.m.
Wednesday, February 6, 2014 – Intermediate training – 9:00 a.m. – 1:00 p.m.**

Hosted by: Fresno County

Location: TBD

**Southern Area Training Tuesday, February 11, 2014 – Standard training – 9:00 a.m. – 4:00 p.m.
Wednesday, February 12, 2014 – Intermediate training – 9:00 a.m. – 1:00 p.m.**

Hosted by: Los Angeles County

Location: TBD

**Motherlode Area Training Tuesday, February 18, 2014 – Standard training – 9:00 a.m. – 4:00 p.m.
Wednesday, February 19, 2014 – Intermediate Training – 9:00 a.m. – 1:00 p.m.**

Hosted by: Department of Rehabilitation Disability Access Section (Sacramento)

Location: Department of Rehabilitation, 721 Capitol Mall, Sacramento, CA 95814

**Northern Area Training Tuesday, February 25, 2014 – Standard training – 9:00 a.m. – 4:00 p.m.
Wednesday, February 26, 2014 – Intermediate training – 9:00 a.m. – 1:00 p.m.**

Hosted by: Shasta County

Location: TBD

If you have any questions about the training program or contract, please feel free to contact Todd Wallace at (916) 657-2376 or Todd.Wallace@sos.ca.gov.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal years 2013/14 and 2014/15 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT B
(Standard Agreement)**

4. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$30,000.00 in the aggregate.

5. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

6. Basis of Claims

Subject to the provisions related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph C ('Uses of Funds') of Exhibit A 'Scope of Work'.

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph C of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**EXHIBIT B
(Standard Agreement)**

8. Application Of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

9. Deadline For Processing Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim.

10. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

11. Deadline For Submitting Claims

The deadline for submitting any claim under this program is 60 days after the expiration date of this agreement.

12. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

13. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

14. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

15. Work Outside Of The Scope Of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below. From this page, select "Standard Contract Language" to access the current terms and conditions.
<http://www.ols.dgs.ca.gov/Standard+Language>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 93.617. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor.
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards.
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.).
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding.
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws.
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

**EXHIBIT D
(Standard Agreement)**

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 261, for federal fiscal years 2013 and 2014.
2. HAVA funds can only be used for the purposes for which the HAVA funds are made.
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf.
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement.
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 261 of HAVA.
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County.
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**EXHIBIT D
(Standard Agreement)**

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. **Secretary Of State Policy Regarding Political Activity In The Workplace**

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

**EXHIBIT E
(Standard Agreement)**

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

2. Tablet Criteria

1. The software and device must be capable of accurately recording all data necessary to assess polling place accessibility (i.e., all portions of the statewide guidelines and checklist used for surveying for polling place accessibility).
2. The software and device must be capable of transferring all data collected during polling place surveys to a medium where results can be aggregated for purposes of comparing potential polling places, and for purposes of analyzing data at the site level and countywide.
3. The devices used for housing software to capture data must be used only for the purposes of assessing polling place accessibility with exclusive use safeguarded by appropriate inventory policies and controls.
4. Polling place specific (site-level) survey results and aggregate survey results must be publicly available upon request.
5. A report on the outcomes of this program must be produced that provides certain information, such as:
 1. A description of the program.
 2. Cost of the program, including staff training costs and any costs for data storage (e.g., EMS modification).
 3. Amount of vendor support needed for the program's launch and the amount of ongoing support, if any.
 4. Increased productivity of the program, if any, measured by staff time, ease of data recall and analysis, and other relevant factors.
 5. Amount of additional ongoing support, if any, necessary to sustain the program (e.g., software licensing costs; upgrade costs; continued vendor support; device maintenance, etc.).

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

Resolution No: 2006-33

**RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
APPROVING INYO COUNTY ENTERING INTO A CONTRACT WITH THE STATE OF CALIFORNIA
FOR ANY AND ALL FUNDS AVAILABLE TO INYO COUNTY PURSUANT TO THE FEDERAL HELP
AMERICA VOTE ACT OF 2002**

INYO COUNTY VOTING MODERNIZATION PROJECT

WHEREAS, the Federal Help America Vote Act (HAVA) authorizes federal funds to assist in complying with the requirements of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA") and,

WHEREAS, HAVA requires certain capabilities and functionality in order to comply with its provisions and,

WHEREAS, the Secretary of State may reimburse Inyo County for items or activities, including taxes, for specified purposes and/or specified purchases and,

WHEREAS, the State of California requires Inyo County to enter into and execute a State of California Standard Agreement prior to disbursement of any funds for purposes of the Help America Vote Act, and

WHEREAS, in the interest of time, it is deemed to be in the best interest of Inyo County to designate the Inyo County Elections Official as the person to negotiate, execute and submit all required documentation for the purposes of applying for the Grant Funding offered by the Help America Vote Act,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Inyo, State of California:

1. Elects to participate in the HAVA Grant Program to the greatest extent possible; and
2. Approves the execution of an agreement (contract) between the County of Inyo and the Secretary of State's Office to receive HAVA grant funds; and
3. Authorizes the County Clerk as the County Elections Officer to enter into any and all proposed agreements (contract) with the Secretary of State's Office for such purpose; and
4. Appoints the County Clerk as the County's designee to execute and submit all documents including, but not limited to, State of California Standard Agreements (Contracts), and payment requests for reimbursement of HAVA authorized expenditures.

PASSED AND ADOPTED this 6th day of June, 2006, by the following vote:

AYES: Supervisors Arcularius, Cash, Williams, Bilyeu and Cervantes

NOES: -0-

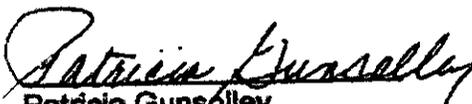
ABSTAIN: -0-

ABSENT: -0-



Susan Cash, Chair
Inyo County Board of Supervisors

ATTEST: Ron Juliff
Clerk of the Board

By: 
Patricia Gunsolley
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|---|
| For Clerk's Use Only: AGENDA NUMBER |
| 7 |

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

FROM: HEALTH & HUMAN SERVICES – Community Mental Health

FOR THE BOARD MEETING OF: May 28, 2013

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

DEPARTMENTAL RECOMMENDATION:

Request your Board: 1) Declare I.D.E.A. Consulting the sole source provider of certain mental health consultation for the period of July 1, 2013 through June 30, 2014; 2) approve the contract and HIPAA Business Associate Agreement between the County of Inyo and I.D.E.A. Consulting in the amount not to exceed \$20,000 for the period of July 1, 2013 to June 30, 2014, contingent upon the Board's adoption of FY 2013/2014 Budget and; 3) authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

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

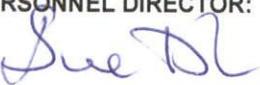
ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

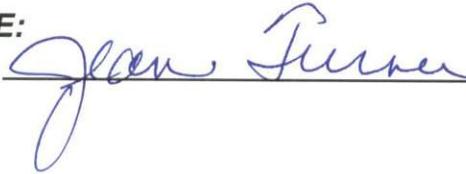
MHSA stakeholders include consumers of mental health services and their families as well as a wide array of representatives of such entities as Schools, Law Enforcement, Senior Services providers, Courts, Probation, Health and Human Services, Ethnic-Specific groups, Development Disabilities,

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

| APPROVALS | |
|---|---|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>5/9/2013</u> |
| AUDITOR/CONTROLLER:  | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yo</u> Date: <u>5/9/13</u> |
| PERSONNEL DIRECTOR:  | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>5/15/13</u> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5-15-13

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Consulting services of I.D.E.A. Consulting of Davis, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2013 to June 30, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$20,000.00 (Twenty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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 |
| <u>162 J Grove Street</u> | Street |
| <u>Bishop, CA 93514</u> | City and State |

| | |
|----------------------------|----------------|
| Contractor: | |
| I.D.E.A. Consulting | Name |
| <u>2108 Alameda Avenue</u> | Street |
| <u>Davis, CA 95616</u> | City and State |

26. ENTIRE AGREEMENT.

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

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

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Nancy M. Callahan PhD
Signature

Dated: _____

Nancy M. Callahan, PhD
Print or Type Name

Dated: 18 April 2013

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

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

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SCOPE OF WORK:

SERVICES TO BE PERFORMED BY CONTRACTOR:

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

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

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

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

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

The work under this contract shall be quality and quantity that is acceptable to the County. Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as Attachment E.

ATTACHMENT B

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

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SCHEDULE OF FEES:

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

ATTACHMENT C

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

TERM:

FROM: July 1, 2013

TO: June 30, 2014

Form W-9

Request for Taxpayer

Identification Number and Certification

(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT D

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

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

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

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND I.D.E.A. Consulting

FOR THE PROVISION OF Consulting **SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2014

SEE ATTACHED HIPPA BUSINESS ASSOCIATE AGREEMENT

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the contract (“Contract”) by and between the Health and Human Services ____ division, referred to herein as Covered Entity (“CE”), and ____, referred to herein as Business Associate (“BA”). This Agreement is effective as of ____ (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(1)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

By: _____

By: Nancy M Callahan PhD

Print Name: _____

Print Name: Nancy M Callahan PhD

Title: _____

Title: President

Date: _____

Date: 19 April 2013



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Contract between the County of Inyo and Gary C. Ernst.

DEPARTMENTAL RECOMMENDATION:

Request your Board: 1) Declare Gary Ernst the sole source provider of certain mental health fiscal consultation for the period of July 1, 2013 through June 30, 2014; 2) Approve the contract and HIPAA Business Associate agreement between the County of Inyo and Gary C. Ernst for fiscal consulting services, in an amount not to exceed \$15,000, for the period of July 1, 2013 to June 30, 2014, contingent upon Board's adoption of FY 2013/2014 Budget and 3) authorize the Chairperson to sign.

SUMMARY DISCUSSION:

The Department requests this contract as a sole source contract due to the need for the specialized knowledge, experience and expertise brought by Mr. Ernst. During the past eight and a half years, Gary Ernst has provided the mental health and fiscal divisions significant fiscal consultation and training. Mr. Ernst has been extremely helpful, not only in continued training support but also in the complex task of the incorporation of MHSA into the current mental health system. He has extensive expertise in mental health fiscal regulations and procedures and continues to remain current with the development of the new fiscal regulations required by the Mental Health Services Act (MHSA) and has, in fact, provided consultation at a state level. By working with the consultant, the mental health division has continued regular access to this necessary specialized knowledge and analysis. Mr. Ernst will continue to work with the division around the incorporation of the various components of MHSA budget into the mental health budget and the implementation of the integrated plan for MHSA. He will further work with the division around the fiscal implications around new and evolving issues such as MediCal Expansion, Behavioral Health Realignment and related managed care and EPSDT processes. He will also continue to work with the division to set up necessary tracking and monitoring systems to result in accurate reporting and consequent planning.

ALTERNATIVES:

Your Board could deny this sole source request. This would limit our access to this expertise and valuable consultation and training. This would also impede our continued progress in the integration of the various components of the MHSA plan into the Mental Health budget.

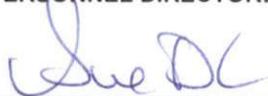
OTHER AGENCY INVOLVEMENT:

Mental Health is part of the Behavioral Health Division of the Health and Human Services Department, Department of Mental Health.

FINANCING:

Mental Health realignment funds including, MHSA and MediCal where appropriate. This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

APPROVALS

| | |
|---|--|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>5/7/2013</u> |
| AUDITOR/CONTROLLER:  | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>5/9/13</u> |
| PERSONNEL DIRECTOR:  | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>5/15/13</u> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 5-15-13

AGREEMENT BETWEEN COUNTY OF INYO
AND Gary C. Ernst
FOR THE PROVISION OF Financial Consulting SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Financial Consulting services of Gary C. Ernst of Visalia, 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 Jean Turner, whose title is: Health & Human Services Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2013 to June 30, 2014 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$15,000.00 (Fifteen Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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 Director | Department |
| 162 J Grove Street | Street |
| Bishop, CA 93514 | City and State |

| | |
|-----------------------|----------------|
| Contractor: | |
| Gary C. Ernst | Name |
| 1526 East Beech Drive | Street |
| Visalia, CA 93292 | City and State |

26. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO
AND Gary C. Ernst
FOR THE PROVISION OF Financial Consulting SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Gary C. Ernst
Signature

GARY C. ERNST
Print or Type Name

Dated: 4/26/13

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 Gary C. Ernst
FOR THE PROVISION OF Financial Consulting SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2014

SCOPE OF WORK:

COMMUNITY MENTAL HEALTH

Provide assistance and staff training activities for various Mental Health fiscal issues including but not limited to contracting, provider certification, revenue enhancement, Medi-Cal and third party bill and cost report.

MENTAL HEALTH SERVICES ACT

1. Continue to work with fiscal and administrative staff to set-up and implement internal policies and procedures for receiving MHSAs funds for DHCS. DHCS requires that MHSAs funds be accounted for in a categorical format.
2. In consultation with County Auditor's staff assign account numbers to receive MHSAs funds and to disperse to the Department and develop and implement policies and procedures to monitor MHSAs funds 'cash' for reporting to the DHCS on a quarterly basis.
3. Assist staff to implement a process to document and accumulate MHSAs costs for reporting to DHCS on a quarterly basis.
4. Continue to develop and implement spreadsheets for documenting staff time and services and supply costs, which are directly attributable to the MHSAs program. For all other general costs, assign and acceptable allocation method and document for auditing purposes. This documentation will also be incorporated into the DHCS annual cost report.
5. Develop service coding to track units of service, MHSAs staff time, for reporting MHSAs activity to DHCS through the Annual Cost Reporting Process with the ShareCare billing system.
6. Continue to train administrative and fiscal staff on the implementation of the above developed policies and procedures and related documentation/monitoring spreadsheets.

Contractor will provide consultation on administrative and fiscal activities as requested. It is estimated that three days per quarter (three month period) of on site consultation is required. Additional services shall be performed by telephone or e-mail during the term of the contract on an as needed basis.

Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as Attachment E.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Gary C. Ernst
FOR THE PROVISION OF Financial Consulting SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SCHEDULE OF FEES:

The County shall pay Contractor the amount of \$100.00 per hour for services described in the Scope of Work (Attachment A). Notwithstanding section 3(B), the County will pay \$100.00 per hour for one-way travel not to exceed 8 hours per day. The County will not pay per diem or other travel expenses.

Contractor shall submit an itemized statement of services performed each quarter, after each on site consultation.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Gary C. Ernst
FOR THE PROVISION OF Financial Consulting SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2014

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Gary C. Ernst
FOR THE PROVISION OF Financial Consulting SERVICES

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

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

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO

AND Gary C. Ernst

FOR THE PROVISION OF Financial Consulting **SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2014

SEE ATTACHED HIPPA BUSINESS ASSOCIATE AGREEMENT

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract") by and between the Health and Human Services _____ division, referred to herein as Covered Entity ("CE"), and _____, referred to herein as Business Associate ("BA"). This Agreement is effective as of _____ (the "Agreement Effective Date").

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

By: _____

By: Gary C. Ernst

Print Name: _____

Print Name: GARY C. ERNST

Title: _____

Title: OWNER

Date: _____

Date: 4/26/2013



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

9

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Facility Lease/301 West Line Street

DEPARTMENTAL RECOMMENDATIONS:

1. Approve a one-year lease agreement from July 1, 2013 through June 30, 2014 with the City of Bishop in an amount not to exceed \$3,800.16 per month for County Offices located at 301 West Line Street in Bishop, contingent upon obtaining the appropriate signatures contingent upon the Board's ability to fund the lease in adopting to 2013/2014 budget.
2. Authorize the Chairman of the Board to sign the agreement.
3. Authorize the Public Works Director to execute up to two one year options to extend the lease for one year each, contingent upon approval of future budgets and no change in the lease terms.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The current Lease Agreement for the Clark Wing, located at 301 West Line Street in Bishop, and owned by the City of Bishop has been extended to the maximum allowable. The existing lease is for 3393 square feet, including 857 square feet of common area and at a cost of \$3,698.37 with is currently occupied by the Sheriff. The new lease is for the same space with a rate of \$1.12 per square foot per month for a total of \$3,800.16, and is an inclusive lease (utilities and maintenance included in the base rent amount), except for janitorial. In addition, the lease allows for two options to extend for one year, upon mutually agreeable terms.

ALTERNATIVES:

The Board could choose to direct the Public Works Department to find another facility in the Bishop area to accommodate our needs for office space. This is not recommended, since the location is where the sheriff desires, the lease rate is within fair market value and it would be difficult to find another location to relocate before the current lease expires.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the Lease Agreement.
Auditor's Office.

FINANCING:

Monthly lease payment will be provided through the Building and Maintenance of Grounds Department, Budget Unit 011100, Object Code 5291 Rents and Leases.

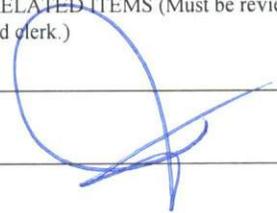
Agenda Request Form
Board meeting of May 21, 2013
Subject: Facility Lease/301 West Line Street

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 5/21/13

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 5/22/13

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: N/A Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 5/22/13

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2013, by and between the CITY OF BISHOP, hereinafter referred to as "LESSOR", and INYO COUNTY, hereinafter referred to as "LESSEE".

4/23/13

WITNESSETH

I.

RECITALS

1.01. The Lessor is the owner of that certain real property in the City of Bishop, County of Inyo, State of California, known as the Clark Wing of the Bishop City Hall Building, in which building is office space of approximately 3393 square feet, which includes 857 square feet of common area which is the amount of square feet appurtenant to the leased premises utilized as restrooms and hallways. A plot plan is attached hereto, marked Exhibit "A", and made a part hereof, which plot plan more particularly describes said space.

1.02. It is the mutual desire, intent and purpose of the parties hereto that the Lessor lease and let said premises to the Lessee for the term, at the rental, and subject to the provisions and conditions hereinafter set forth.

II
LEASE

2.01. Term. Lessor, in consideration of the rents, covenants and agreements hereinafter contained and set forth to be promptly paid, kept and performed by the Lessee, and upon the condition that each and all of said covenants and space more particularly described in Section 1.01 hereof, for a term of one (1) year, commencing as of the first day of July 2013, and terminating at midnight on the 30th day of June 2014, at and for the rental hereinafter provided to be paid by the Lessee. The Lessee may upon mutual agreement with Lessor, renew this lease a minimum of two options of one year each.

2.02 Rental.

(a) As rental for the use and occupancy of said premises during the term hereof, Lessee promise and agree to pay unto the Lessor a sum determined by the Fee Schedule attached hereto as Exhibit "B" which is made a part hereof.

2.03. Lessee Covenants. The Lessee does hereby hire, lease and take of and from the Lessor the said premises for the said term and at the said rental, and do hereby covenant and agree with Lessor as follows:

(a) Payment of Rent. That Lessee will pay the rent reserved to the Lessor at the place designated by the Lessor at the time and in the manner provided as aforesaid for the payment thereof, without deduction or delay.

(b) Default. Should the Lessee be in default in the performance of any condition, covenant or agreement herein contained, or should it abandon or vacate said premises, besides other remedies or rights the Lessor may have, it shall be optional with the Lessor, after giving said thirty-day written notice of default, to relet said premises or any portion thereof for such rent and upon such terms as the Lessor may deem fit and proper, and if a sufficient sum shall not be thus realized after paying the expenses of such reletting, Lessee agree to satisfy and pay the deficiencies, and to pay the expenses of such reletting, including any and all attorneys' fees, costs and expenses incurred or necessary in connection therewith. For purposes of this section, "sufficient sum" shall mean an amount equal to the sum total of all of Lessee lease payments for the unexpired balance of the lease term, plus Lessor expenses of reletting the premises, including any and all attorney's fees, costs, and expenses incurred by Lessor in connection therewith.

All remedies herein and hereby given the Lessor shall be cumulative and in addition to any other legal and equitable rights which the Lessor may have by law or otherwise.

(c) No use shall be made of said premises other than the contemplated use as an office space, nor shall any action be taken which shall increase the hazard thereof, for insurance or other purposes.

(d) Waste. Lessee will not commit, nor suffer to be committed, any waste upon the said premises.

(e) Repairs. Lessor will keep and maintain, with the exception of janitorial services, the demised premises and every part thereof.

(f) Alterations. Lessee will not make, nor suffer to be made, any additions to or alterations of the said premises or any part thereof without the written consent of Lessor first had and obtained. Any additions to or alterations of the said premises which cannot be reasonably removed without causing damage to the leased premises shall become at once a part of the realty and belong to the Lessor. Any additions to or alterations of the said premises which can be removed without causing damage to the leased premises shall remain the property of Lessee if actually removed within ten (10) days of the date of termination or cancellation of this lease, but shall become the property of the Lessor if not timely so removed.

It is expressly understood and agreed, without limiting the foregoing, that any linoleum or rubble tile, or other floor covering affixed to the floors by plaster, glue, cement, or mastic, and any wood flooring and carpeting installed by the Lessee, shall become and remain a part of the leased premises and shall not be removed by the Lessee at the end of their occupancy or otherwise, except upon written consent or order of Lessor.

(g) Signs. The Lessee shall not affix or cause to be affixed, any signs or awnings on or to said space without first submitting designs of the same to the Lessor and obtaining Lessors' prior approval thereof "which approval shall not be unreasonably withheld." Any and all such signs shall conform and abide in any and all respects with all applicable laws, rules and ordinances. Said signs so approved by the Lessor shall be and remain the property of the Lessee, provided, however, that the same shall be removed without defacement of or injury to the premises or building aforesaid.

(h) Laws and Regulations. Lessee will, at their sole cost and expense, faithfully observe in the use of the premises all City regulations and ordinances and County, State and Federal ordinances, regulations and statutes now in force, or which may hereafter be in force.

(i) Utilities. Lessee will neither do nor permit to be done any act which might or could result in the placement of any mechanics', laborers', or materialmen's liens, or any other liens, claims or demands of any nature upon or against the demised premises, improvements, or fixtures, or any portion thereof.

(j) Damages. Lessee, as a material part of the consideration under this lease, do hereby assume all risk of injury, or damage to persons using the premises or property, including all property of the Lessee and the Lessor in or about said premises. Lessee hereby agrees to defend, indemnify and hold harmless Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given. Lessee shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or by burglaries, or fire, water,

gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall Lessee be liable for any loss, damage, or injury arising from any acts or omissions of the Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property.

(k) Inspection. Lessee will permit Lessor, their agents or representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same, or for the purpose of repossessing said premises in the event of default, or for the purpose of making repairs, alterations, or additions to any portion of said office space, with a rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the premises thereby occasioned.

(l) Surrender of Premises. Lessee will, on the last day of the term of this lease or other sooner termination hereunder, peaceably and quietly leave, surrender and yield up to the Lessor all and singular the said premises with the appurtenances thereto in good order, condition and state of repair, damages through Acts of God and by ordinary wear and tear through normal use alone excepted. If Lessee does not clean the premises before surrendering same, the Lessor may so do, and in that event Lessee agree to pay the Lessor for the cost of cleaning same.

(m) Holding Over. In the event that Lessee shall hold over after expiration of the term of this lease with the consent, express or implied, of the Lessor, such holding over shall be deemed merely a tenancy from month to month on the same terms, covenants and conditions so far as applicable, as herein contained.

(n) Subject to Subsection (J) Indemnity. Lessee acknowledge and represent that they have inspected the premises, know the condition thereof, and assume full responsibility for any injury to persons or damage or destruction to property by reason of the use of said premises under this leave, and undertake and agree to release and hold harmless and indemnify the Lessor and all its officers and employees from and against all suits and causes of action, claims, loss, demands, expense, damage or liability of any nature whatsoever, for death or injury to any person, including Lessee, their employees and agents, or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident to the exercise or enjoyment of the premises herein given

2.04. Destruction of Premises. In the event of a partial destruction of the demised premises during the term hereof from any cause, except the fault or negligence of Lessee, the Lessor shall forthwith repair the same, provided such repairs can be made within thirty (30) days under the regulations of Federal, State, County or City authorities,

but such partial destruction shall in no way annul or void this lease, except that the Lessees shall be entitled to a proportionate deduction to be based the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in said premises, but in no event to be more than the amount of the monthly rental. In the event that the Lessor does not make sure repairs in the thirty (30) days, or such repairs cannot be made under such regulations, this lease may be terminated at the option of either the Lessor or the Lessee. In respect to any partial destruction which the Lessor are obligated to repair, or may elect to repair, under the terms of this paragraph, the provisions of Section 1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California, are waived by the Lessees.

2.05. Waiver. The waiver by the Lessor of any breach of any term, covenant, or condition in this lease contained and set forth shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

2.06. Quiet Possession. The Lessor do hereby covenant and agree with the Lessee that so long as the Lessee keep and perform the covenants and agreements herein contained on its part to be kept and performed, it shall at all times during the term hereof or any extension or renewal of said term, peaceably and quietly have, hold, use and enjoy the said premises without suit, trouble, or hindrance from Lessors, their agents or representatives.

2.07. Insurance. Lessee shall provide Lessor with a certificate of insurance in the amount of \$1,000,000 for General Liability. All policies must provide for thirty (30) days' notice to the City Clerk of the City of Bishop by registered mail to cancel, must be furnished in duplicate and must be approved by the City Clerk.

Such policy shall be evidenced by certificate of insurance naming the City of Bishop additional insured. Certificate of insurance must be in a form acceptable to the City of Bishop. All insurance coverage shall include endorsements naming the "City of Bishop and each of its directors, officers, agents, consultants and employees as additional insureds" under their policies while acting in their capacity for the City.

III

GENERAL PROVISIONS

3.01. Notices. Notices, demands, declarations and communications desired to be given or served by either the Lessor or the Lessee upon the other, or others, shall be deemed validly served and given when deposited in any United States Post Office by registered or certified mail, with the postage hereon fully prepaid, and if intended for the Lessor, addressed to it as follows:

CITY ADMINISTRATOR
CITY OF BISHOP
P.O. BOX 1236
377 WEST LINE STREET
BISHOP, CALIFORNIA 93515

and such other place as they may hereafter designate in writing and if intended for the Lessee, addressed as follows:

INYO COUNTY BOARD OF SUPERVISORS
PO BOX DRAWER N
INDEPENDENCE, CALIFORNIA 93526

or such other place as Lessee may hereafter designate in writing, and the date of the sender's registered or certified mail receipt shall be deemed prima facie evidence of the date upon which service was made.

3.02. Attorney's Fees. It is understood and agreed that in the event suit shall be brought for unlawful detainer of said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenants, promises, or conditions herein contained, on the part of the Lessee or Lessor, to be kept or performed, then and in such event the prevailing party in such action shall be entitled to recover from the other party a reasonable attorney's fee to be fixed by the Court and all other appropriate relief and court costs.

3.03. Assignment. Lessee shall not assign this lease, in whole or in part, without the consent in writing of Lessor first had and obtained.

3.04. Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, subject only to the conditions against assignment herein specifically set forth.

IN WITNESS WHEREOF, the parties have executed this lease agreement in triplicate on the date first above written.

CITY OF BISHOP

ATTEST:

Date:

Date:

BY: Laura Smith, Mayor

BY: Keith Caldwell, City Administrator

INYO COUNTY

ATTEST:

Date:

Date:

BY: Inyo County Chairman,
Board of Supervisors

Clerk of Board of Supervisors

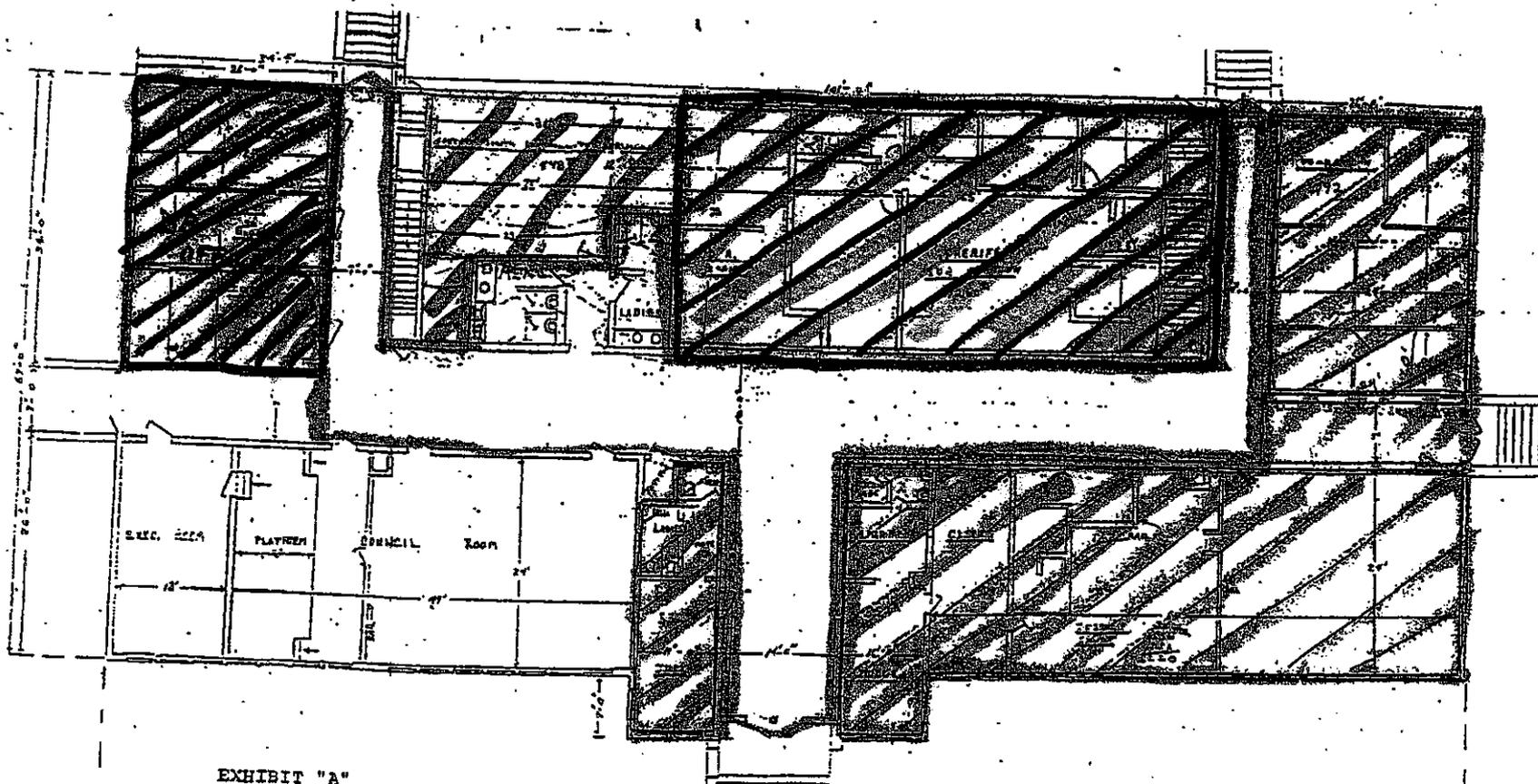


EXHIBIT "A"
CLARK WING LEASE

INYO COUNTY OFFICES 
COMMON AREA  / / / 

Courts - 
County - 
ESCSB - 

COMMON AREA - 

**EXHIBIT B
FEE STRUCTURE
CLARK WING LEASE
(COUNTY OF INYO)**

1. Space rent shall be \$1.12 per square foot monthly for 3,393 square feet of Clark Wing space which includes adjacent hall way and public spaces. Space rent includes monthly utilities and any repairs, maintenance and improvements as approved by the Lessor.

Lessees shall pay Lessors the sum of \$1.12 per square foot per month for all space leased (3,393 sq. ft.) hereunder, being the sum of \$3,800.16 per month, in advance, commencing as of the first day of July 2013.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Road Department

FOR THE BOARD MEETING OF: May ²⁸21, 2013

SUBJECT: Amend the current Contract with Nielsen's Equipment Maintenance

DEPARTMENTAL RECOMMENDATION:

1. Request your Board approve Amendment Number 2 to the contract between the County of Inyo and Nielsen's Equipment Maintenance of Mammoth Lakes, CA for the replacement of routine and emergency communications equipment. The proposed Amendment will increase the Contract by \$4,000, for a total not-to-exceed amount of \$95,000 and extend the term of the contract to December 31, 2013; and add a task to the contract to assist the County to update its FCC radio licensing; and
2. Authorize the Chairperson to sign the Amendment, contingent upon obtaining appropriate signatures and contingent on the adoption of future budgets.

SUMMARY DISCUSSION:

As your Board is likely aware, the Road Department has a large inventory of licensed 2-way radio equipment that our Department uses for routine and emergency communications. The equipment now includes 3 remote mountain top repeaters and approximately 90 mobile, 8 base station and 17 hand held radios. As a part of the Nielsen contract, the Department recently replaced approximately 80% of this equipment that were old and not compatible with the FCC mandated narrow band regulations. The majority of the work was completed prior to the end of the calendar year, 2012. A summary of this recent installation was included in a previous Board package. In addition to the installation of the Road Department Equipment, the 911 and Admin repeaters on Mazourka Peak, and the Admin repeater at the Casa Diablo electronics site were reprogrammed and the EMS repeaters on Rodgers, Silver and Cerro Gordo Peaks were also replaced or reprogrammed.

During the radio installation process, the Road Department identified issues with the FCC licensing. For example, the old Manzanar Road shop was still listed as a Road Department base station location. And, the new Mazourka Road shop was not listed at all. There were also a number of location corrections that were completed because the original coordinates for the base station radios and repeaters were approximated from a topographic map. Current GPS technology provides much greater accuracy and the FCC has also required more accurate location for the fixed location radio equipment. There has been additional unanticipated expense for the revisions to the FCC radio licensing to insure that the Road Department licensing is compliant with FCC regulations. This is the reason the Road Department is requesting a contract amendment.

ALTERNATIVES:

Your board could choose not to approve a contract amendment with Nielsen's Equipment Maintenance for the additionally identified equipment. This is not recommended because the Road Department licensing has been completed for the Road Department. There are also sufficient funds in the Road Department Budget to pay for the proposed equipment.

OTHER AGENCY INVOLVEMENT:

Auditor Controller, County Counsel, Federal Communications Commission (FCC)

FINANCING:

Replacing and programming the radio equipment has been budgeted in the Road Department 2012/2013 budget 034600, Object Code 5232.

| <u>APPROVALS</u> | |
|-------------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u> - </u> Date <u>5.15.13</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>YES</u> Date <u>5/16/13</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>NA</u> Date <u> </u> |

DEPARTMENT HEAD SIGNATURE:  Date: 5/16/13
(Not to be signed until all approvals are received
(The Original plus 20 copies of this document are required)

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nielsen's Equipment Maintenance
FOR THE PROVISION OF GOODS**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Nielsen's Equipment Maintenance of Mammoth Lakes, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of goods dated June 26, 2012, on County of Inyo Standard Contract No. 116A, for the term from July 1, 2012 to May 31, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 2, **TERM** to read: The term of this Agreement shall be from July 1, 2012 to December 31, 2013.

Amend Section 3 D, **CONSIDERATION** to read: Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for goods provided under this Agreement shall not exceed \$95,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for goods provided which is in excess of the contract limit.

Add to Attachment A (Goods to be provided): Contractor shall assist County to update FCC licensing for County communications equipment.

The effective date of this amendment to the Agreement is May 28, 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
Nielsen's Equipment Maintenance
FOR THE PROVISION OF GOODS**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification Number:

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

11

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Amendment of Elected Official Ordinance for Sheriff's Compensation

DEPARTMENTAL RECOMMENDATION:

Request Board;

1. Consider request to amend the Elected Officials Ordinance for the Sheriff relative to adjustments in compensation as presented in summary discussion,
2. Provide direction to Personnel staff to make changes to the Ordinance and bring back for Board consideration at a future meeting.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As the elected Sheriff of Inyo County, I have the responsibility for the supervision and management of the Office of Sheriff, all department functions including operation of the Jail, and its personnel immediately upon taking the Oath of Office. The Sheriff is required to meet P.O.S.T. (Peace Officers Standards and Training) standards as mandated for any Peace Officer in the State, and stay current with updated training requirements. In addition, another requirement for the Office is to possess a P.O.S.T. Advanced Certificate prior to taking office. Furthermore, as Sheriff of Inyo County, I'm required to be available 7-days a week, 24-hours a day for emergencies, personnel issues and general operation questions that may arise, and it is not unusual for me to assist in the day to day response to calls.

Management staff (Undersheriff and Lieutenants) of the Sheriff's Office must meet the same basic requirements as the Sheriff does for education and training requirements as outlined by P.O.S.T.. They are compensated for those requirements as outlined in the L.E.A.A. (Law Enforcement Administrators Association) Memorandum of Understanding with the County of Inyo. In addition, P.O.S.T. highly recommends their "Executive Certificate training" for Executives (Sheriff's) which addresses the perspectives regarding the roles of leaders in their organizations. The course is interactive and provides training on a variety of topics associated with organizational dynamics and leadership.

In conclusion, I'm requesting the following language be added to the ordinance:

The Sheriff's compensation shall include the percentage of compensation equal to all P.O.S.T. certificated offered in the L.E.A.A. MOU (Intermediate, Advanced, Supervisor and Management). If the Sheriff receives a certificate of completion for the Executive certificate through P.O.S.T., the position shall be compensated an additional 5%.

ALTERNATIVES:

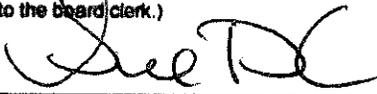
Deny the request.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The position of the Sheriff is funded through the Sheriff Safety Budget 022710.

| 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: <input checked="" type="checkbox"/> Date <u>5/17/13</u> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5-17-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Administration - Purchasing
By Emma Bills, Purchasing Specialist

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Sale of Surplus Equipment

DEPARTMENTAL RECOMMENDATION: Request that you're Board: (1) declare certain property surplus; and (2) authorize transfer thereof to other public entities and non-profit organizations (4/5ths vote required), and (3) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 6, 2013. Since the auction is not planned to occur at the courthouse door, your Board by 4/5ths vote must authorize the auction to take place elsewhere, i.e., the Building and Maintenance yard located at 136 South Jackson Street, Independence.

SUMMARY DISCUSSION:

The County adopted the "Fixed Asset Policy" which allows for the sale by public auction of County equipment to the public every six months. The County currently has miscellaneous surplus items in storage: i.e., desks, chairs, printers, shelves, typewriters, computer equipment (all hard drives have been swiped clean or in most cases removed). On June 5, 2013, we will offer this surplus equipment to County Departments. On June 6, 2013, we will offer the surplus items that remain to other public agency per Government Code Section 25365 and to non-profit corporations per Government Code Section 25372 from 11:00 A.M. to 12:00 noon. We are also requesting approval to sell the remaining surplus equipment to the public on June 6, 2013 from 1:00 P.M. to 2:30 P.M. Per County Code Section 6.28.040, all items in surplus and slated for sale, are valued at less than \$5,000 and not subject to the requirements of County Code Section 6.28.040.

ALTERNATIVES:

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

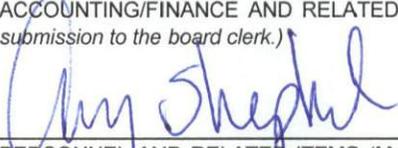
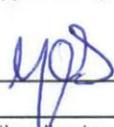
OTHER AGENCY INVOLVEMENT:

The Maintenance Department will assist in the sale.

FINANCING:

None

APPROVALS

| | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) N/A Approved: _____ Date _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date <u>5/14/13</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 05-16-2013
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 13

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

FROM: County Administrator

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Personnel Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board approve: A) Contract between the County of Inyo and Clint Quilter for the provision of personal services as the Public Works Director at a monthly base salary of \$9,849.00 effective August 5, 2014 and authorize the Chairperson to sign contingent upon obtaining all appropriate signatures. B)) Approve Resolution 2013-____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

At the conclusion of interviews and negotiations, your Board directed Staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 202, which outlines all the terms and condition of employment.

ALTERNATIVES:

Your Board could choose to not approve this contract and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel
 Personnel

FINANCING:

This position will be budgeted in FY 2013/14 Public Work Budgets

| APPROVALS | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Fill</u> Date <u>5-22-12</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>5/22/13</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>5/22/13</u> |

DEPARTMENT HEAD SIGNATURE: Kevin Carunchio Date: 5/22/13
 (Not to be signed until all approvals are received)

RESOLUTION NO. 2013-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7a of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

| Appointed Officers | January 1, 2012 | August 5, 2013 |
|------------------------------------|------------------------|-----------------------|
| Ag Comm/Weights and Measures | \$8,618.00 | \$8,618.00 |
| Chief Probation Officer | \$8,549.00 | \$8,549.00 |
| Child Support Director | \$7,500.00 | \$7,500.00 |
| County Administrator | \$13,201.00 | \$13,201.00 |
| County Counsel | \$9,800.00 | \$9,800.00 |
| Environmental Health Director | \$8,362.00 | \$8,362.00 |
| Health and Human Services Director | \$10,273.00 | \$10,273.00 |
| Planning Director | \$8,200.00 | \$8,200.00 |
| Public Works Director | \$8,343.00 | \$9,849.00 |
| Water Director | \$9,260.00 | \$9,260.00 |

PASSED AND ADOPTED this 28th of May 2013 following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant

**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

INTRODUCTION

WHEREAS, CLINT G. QUILTER (hereinafter referred to as "Officer") has been duly appointed as Director of Public Works, County Road Commissioner, County Surveyor, and County Fire Marshal for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from August 5, 2013 until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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.

D. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer 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, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, and permits necessary for Officer to act as a Professional Engineer (Registered Civil Engineer) and Professional Land Surveyor in California. All other licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.

B. Products of Officer'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 or product of, Officer'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, Officer will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Director of Public Works, Road Commissioner, Surveyor, and Fire Marshal of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

A. As to Officer's appointment under this Agreement as the Director of Public Works, separate and distinct from his *ex officio* appointment as Road Commissioner, this Agreement may be terminated by County without cause, and at-will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate.

B. As to Officer's appointment *ex officio* as the County Road Commissioner under this Agreement and the Inyo County Code, this Agreement may be terminated by County without cause, and at-will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate, after a hearing before the Board of Supervisors.

C. As to Officer's appointment under this Agreement as the County Surveyor, this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate.

D. As to Officer's appointment under this Agreement as the County Fire Marshal, this Agreement may be terminated by County without cause, and at-will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate.

E. Except as provided in subparagraphs A., B., C., and D. above, this Agreement may otherwise only be terminated by County for cause. Such termination for cause shall be in accordance with all of the terms, conditions, and procedures which govern termination of permanent status merit system employees.

F. Officer may only be disciplined by County for cause. Such discipline shall be in accordance with all the terms, conditions, and procedures which govern discipline of permanent status merit system employees.

G. Officer may terminate this Agreement without cause, and at-will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

Officer agrees that he 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. Officer agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation, 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.

18. 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.

19. NOTICE.

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

| | |
|---------------------------------------|----------------|
| <u>County of Inyo:</u> | |
| <u>County Administrative Officer</u> | Department |
| <u>P.O. Drawer N</u> | Address |
| <u>Independence, California 93526</u> | City and State |
| | |
| <u>Officer:</u> | |
| <u>Clint G. Quilter</u> | Name |
| <u>140 Gibson Drive Unit 10</u> | Address |
| <u>Hollister, CA 95023</u> | City and State |

20. 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 CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

COUNTY OF INYO

OFFICER

By: _____

By: _____
Signature

Dated: _____

CLINT G. QUILTER
Print Name

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

iC:Contracts/ElectedApptd/Quilter.DirPubWks.204

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: AUGUST 5, 2013 TO: TERMINATION

SCOPE OF WORK:

A. As the Director of Public Works, Officer shall perform the duties specified for such position in the state statutes and the Inyo County Code or as directed by the Board of Supervisors.

B. As the *ex officio* County Road Commissioner, Officer shall perform the duties specified for such position in the state statutes and the Inyo County Code.

C. As the County Surveyor, Officer shall perform the duties specified for such position in the state statutes and the Inyo County Code.

D. As the County Fire Marshal, Officer shall perform the duties specified for such position in the state statutes and the Inyo County Code.

\\\\\\ NOTHING FOLLOWS \\\\

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: AUGUST 5, 2013 TO: TERMINATION

SCHEDULE OF FEES:

1. Subject to Paragraph 4 below, County will pay Officer a salary of Nine Thousand Eight Hundred Forty Nine Dollars (\$9,849.00) per month. In addition, Officer shall be paid ten percent premium pay (\$985.00) for possession of a Certificate of Registration as a Professional Engineer. If the ten percent premium pay should be eliminated in the future, an amount equal to ten percent of the Officer's salary at that time shall be added to the Officer's salary.
2. The Board of Supervisors will evaluate Officer's salary every two (2) years.
3. Subject to exceptions in this Schedule of Fees, County will provide Officer with the same benefits, allowances, and other forms of compensation which County provides to County Department Heads as a group.
4. County will make the same adjustments to Officer's salary, benefits, allowances, and other forms of compensation which County from time-to-time may, in its discretion, make to salaries, benefits, allowances, and other forms of compensation of other County department heads as a group.
5. County will provide and maintain a motor vehicle for Officer's use; such vehicle will be assigned to Officer for his exclusive use as required by his twenty-four hour emergency and professional response requirements within the County. The vehicle may only be used for business purposes according to Inyo County policy and may be stored at Officer's residence.
6. Officer is entitled to eighty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year.
7. Upon execution of this contract Officer is credited with three years of service for the purposes of the accrual of vacation, entitling officer to fifteen days of vacation per year immediately.
8. Upon execution of this contract Officer is credited with eighty hours of sick leave.
9. County shall pay officer seven thousand five hundred dollars (\$7,500.00) for moving to Inyo County. Said amount shall be payable after Officer has moved his household to Inyo County.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND CLINT G. QUILTER
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: AUGUST 5, 2013 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as the County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for intra-County travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

/// NOTHING FOLLOWS ///



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 28, 2013

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: County Administrator

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Approval of Amendment #6 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to July 31, 2013

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the County Administrator to execute Amendment #6 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to July 31, 2013.

SUMMARY DISCUSSION:

County staff and the developer are finalizing the draft space plan for the Consolidated Office Building, and preparing a workshop for your Board to present this information along with background information regarding the project. Staff will incorporate feedback received from the Board during the workshop, and use the presentation to facilitate subsequent community meetings. The workshop is expected to be presented to your Board at one of the first three meetings in June, with the community meetings scheduled thereafter. As such, it is necessary to slightly extend the deadline in the County's Exclusive Negotiating Agreement with Joseph Enterprises for completing Phase 1B Design Review to July 31, 2013.

Background

On September 6, 2011, the Board of Supervisors authorized the Chair to sign an Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises. The Agreement does not bind the County to proceeding with the consolidated office building project. Rather, it provides a framework for further consideration of the project, and requires Inyo County to negotiate only with Joseph Enterprises for the development of its consolidated office space project as long as the Agreement remains in effect. Similarly, Joseph Enterprises is prohibited from negotiating with any party, other than Inyo County, for the use of its Wye Road parcel. As a demonstration of good faith, the Agreement required Joseph Enterprises to make a \$10,000 deposit with the County refundable at the conclusion of negotiations; either by the County approving the resulting documents, or at the request of Joseph Enterprises after the Exclusive Negotiation Agreement has expired.

The Exclusive Negotiation Agreement has been in effect for over a year and, during that time, Joseph Enterprises has continued to work with the County in good faith through delays that have prolonged completion of the tasks identified in the Agreement. Accordingly, on November 20, 2012, the Board decided it was reasonable for the County to reciprocate this demonstration of good faith by eliminating the required Developer Deposit from the terms of the Agreement, and refunded Joseph Enterprises its \$10,000 deposit. At the same time, the Board also approved to amend the Exclusive Negotiation Agreement to extend the term to February 28, 2013.

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

Phase IA Term Sheet Agreement. The County and Joseph Enterprises will negotiate key terms of the anticipated Option, Lease and Land Transaction documents that will be summarized in a non-binding, proposed Term Sheet. The Term Sheet will be subject to final approval by the Board of Supervisors acting in public, in open session. (This task has been completed, and the non-binding Term Sheet was approved by the Board on March 13, 2012.)

Phase 1B Design Review. Joseph Enterprises will develop a space plan at its sole expense, but in consultation with the County. This space plan is anticipated to identify the specific departments and staff positions that will be located in the consolidated offices, and their associated space needs. The space plan will be used to update architectural planning and produce a more detailed conceptual design. The resulting Concept Plans will be submitted to the Board of Supervisors for approval in open session, in its capacity as prospective tenants only. County staff and the developer are in the process of completing the Design Review required by the ENA but, as discussed below, this process will not be completed prior to the May 31st deadline.)

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

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

The Agreement was signed on behalf of the County on September 6, 2011. On November 3, 2011, the County Administrator exercised his right to extend the Phase 1 Expiration Date by 45-days, from November 4, 2011, to December 19, 2011, recognizing that the Developer continued to perform its obligations under the Agreement in a timely manner. However, vacations and holidays and scheduling conflicts delayed the ability of the Developer, County staff, and the County's real estate consultant, Allan D. Kotin & Associates, from being able to finalize a Term Sheet Agreement for Consideration prior to December 19, 2011. As a result, on December 12, 2011, the Board considered and approved Amendment #1 to the Exclusive Negotiation Agreement extending the Phase 1 Expiration Date to February 2012. On February 28, 2012, the Board approved a second Amendment to the ENA to extend the Phase 1 Expiration Date to June 30, 2012, to allow completion of the non-binding Phase 1A Term Sheet, and Concept Plans identified for Phase 1B. The non-binding, proposed Term Sheet was subsequently presented to and approved by the Board on March 13, 2012.

Like the Term Sheet, the Concept Plans (identified as part of Phase 1B) are non-binding, and must be approved by the Board of Supervisors acting in open session. Staff, including County department representatives, have been working with the Developer and the developer's architect, Ware Malcomb, to develop the Concept Plans, and this process is almost complete. Again, your Board's approval of the Concept Plans will be non-binding on the County. (As noted above, if the Concept Plans are not approved by your Board, in your Board's sole determination, in the specified timeframe, the Exclusive Negotiation Agreement will automatically terminate.)

Representatives from Ware Malcomb toured the County's existing office space in Bishop and met with County departments with offices in Bishop on April 19th and 20th. Prior to the meetings, Ware Malcomb provided the departments with a Facility Program Questionnaire to complete and articles regarding office trends to review. This process led to the development of a draft Building Program and Block Diagram for the Consolidated Building. However, it was not going to be possible to complete this and the other recommended components of the (Phase 1B) Concept Plan development and non-binding approval process by the Phase 1 Expiration Date of June 30, 2012. As a result the Board approved Amendment #3 to the ENA to again extend the Phase I Expiration Date to November 30, 2012. A fourth amendment extending the Phase 1 Expiration Date to February 28, 2013, was approved by the Board on November 20, 2012.

Based on staff feedback, Ware Malcomb refined the draft Building Program and Block Diagram for the consolidated building and the new drafts were circulated to County departments for review and comment in December. In January, departments were given the opportunity to conference with the architect to ask questions and raise any additional concerns regarding the draft Building Program and Block Diagram, and this resulted in updating these documents a third time to reflect the additional departmental input. The additional time required to update the documents again pushed the timeline for completion past the amended due date of February 28, 2013 causing a fifth amendment to extend the Phase I Expiration Date to May 31, 2013. Since the last amendment of the ENA, Ware Malcomb has refined the current draft Building Program and Block Diagram and developed a preliminary Floor Plan for the building. This process is nearly complete and staff is preparing a workshop to present this information to your Board in June, followed by a similar presentation at community meetings after receiving your Board's input.

The Concept Plans will only be presented to your Board for consideration and non-binding approval after the community meetings and, based on feedback from the community meetings, your Board may wish to provide additional direction regarding the Design Review process prior to considering the Concept Plans. In light of the Design Review work that remains to be accomplished, including the presentations to the Board of Supervisors and at community meetings, your Board is asked, once again, to consider extending the ENA Phase I completion date to July 31, 2013 by approving Amendment #6 to the ENA.

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

ALTERNATIVES:

Your Board could choose to take no action and/or not execute the amendment to Exclusive Negotiation Agreement with Joseph Enterprises, however, this will terminate the ENA and essentially eliminate the current framework for proceeding with the consolidated building project development process. Your Board could also choose to propose amending the Agreement to specify a Phase 1 Expiration Date different from the July 31, 2013 date being recommended.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

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

APPROVALS

| | |
|---------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date <u>5-22-13</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

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



Date: 5-22-2013

**AMENDMENT NUMBER 6 TO
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN
THE COUNTY OF INYO AND JOSEPH ENTERPRISES
FOR CONSTRUCTION AND LEASING OF
INYO COUNTY CONSOLIDATED OFFICE BUILDING**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Joseph Enterprises (hereinafter referred to as "Developer"), have entered into an Exclusive Negotiation Agreement for the construction and leasing of an Inyo County Consolidated Office Building in Bishop dated September 6, 2011 (Extended to May 31, 2013 by Amendment #5)

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

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

County and Developer hereby amend such Agreement as follows:

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

Phase 1 will continue until July 31, 2013, which is the Phase I Expiration Date. If by the Phase 1 Expiration Date, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

**AMENDMENT NUMBER 6 TO
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN
THE COUNTY OF INYO AND JOSEPH ENTERPRISES
FOR CONSTRUCTION AND LEASING OF
INYO COUNTY CONSOLIDATED OFFICE BUILDING**

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

COUNTY OF INYO

DEVELOPER

By: _____

By: _____

Signature

Dated: _____

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

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

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of May 14, 2013.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

- Consent Departmental Correspondence Action Public Hearing
X Scheduled Time for: 1:30 p.m. Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Filling Unexpired Term for Office of Auditor-Controller

DEPARTMENTAL RECOMMENDATION:

Request your Board consider letters of interest and resumes received from individuals seeking appointment to the position of Auditor-Controller, and make appointment to the Office for the un-expired term ending January 2015.

SUMMARY DISCUSSION:

On April 16, 2013, your Board considered options for filling the vacancy created by the, at-the-time, anticipated resignation of the Auditor-Controller, Leslie Chapman. Your Board directed that the matter be brought back at its May 7th meeting and, at that time, expressed its preference that the County solicit letters of interest and resumes from qualified individuals who wished to be considered for appointment to the Office of Auditor-Controller by May 21, 2013. Staff prepared the attached press release which was distributed to all local media outlets, and a similar advertisement was placed in the Inyo Register on May 11, 14, 16 and 18th.

The only letter of interest (attached) received for the position by last Tuesday's deadline was submitted by Amy Shepherd, the Assistant Auditor-Controller and, currently, Acting Auditor-Controller.

Your Board could simply appoint the sole applicant to the Office of Auditor Controller. However, although only one letter of interest was received, it may be advisable to proceed with the selection process discussed on May 7th in which case your Board should:

- i. Take Public Comment on the Matter;
- ii. Invite aspirants to make a presentation to your Board and the public, no longer than five-minutes in length, in which they will describe the role and responsibilities of the Auditor-Controller as they understand them, and describe why they are best qualified for the office;
- iii. Consider questions that will be distributed just prior to today's agenda item, and ask them of aspirants as deemed appropriate or necessary;
- iv. Take public comment; and,
- v. Consider making an appointment to the unexpired term for the Office of Auditor-Controller ending January 2015.

As a reminder, the qualifications for the Office of Auditor Controller are:

- Being a CPA or public accountant; or,
- Possessing a B.A. in Accounting (or equivalent); or,

- Being a Certified Professional Internal Auditor with sixteen college semester units in accounting, auditing or finance; or,
- Having served 3-years as a county auditor, chief deputy county auditor or chief assistant county auditor.

ALTERNATIVES:

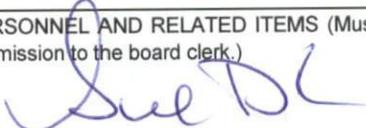
Your Board's alternatives with respect to filling the un-expired term for Auditor-Controller were outlined in the presentation made on April 16th and attached here. While your Board could pursue any of the alternatives outlined here, doing so is not recommended. There is need to provide stability and structure in the office until a new Auditor-Controller is elected and takes office. Delaying taking action to fill the position will place undue hardship on the County's upcoming FY 2013-2014 Budget process, as well as compliance with State reporting requirements for which the Auditor-Controller is responsible.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is sufficient funding in the approved County Budget to pay the Auditor-Controller's current salary as established by your Board. Your Board may wish to change the salary for the office while it is vacant, or before prospective candidates pull their papers.

| APPROVALS | |
|---------------------|--|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>5-22-13</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>5/22/13</u> |

DEPARTMENT HEAD SIGNATURE:

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



Date: 05-22-2013



BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD
LINDA ARCULARIUS
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

FOR IMMEDIATE RELEASE

May 8, 2013

FOR MORE INFORMATION CONTACT

Inyo County Personnel
(760) 878-0377

Inyo County Board of Supervisors Seeks Letters of Interest For Appointment to Office of Auditor-Controller

The Inyo County Board of Supervisors is accepting Letters of Interest, with accompanying resume, for appointment to the office of Inyo County Auditor-Controller. In order to be considered for appointment to this elected position with a term ending January 5, 2015, candidates must be or have the ability to become Inyo County Residents and meet at least one of the following criteria per Inyo County Code Section 2.11.010, and State of California law:

- A. The person possesses a valid certificate issued by the California State Board of Accountancy under Chapter 1 of the Business and Professional Code showing the person to be and a permit authorizing the person to practice as, a certified public accountant or as a public accountant;
- B. The person possesses a baccalaureate degree from an accredited university, college, or other four-year institution, with a major in accounting or its equivalent, as described in subdivision (a) of Section 5081.1 of the Business and Professional Code;
- C. The person possesses a certificate issued by the Institute of Internal Auditors showing the person to be a designated professional internal auditor, with a minimum of sixteen college semester units, or their equivalent in accounting, auditing or finance;
- D. The person has served as county auditor, chief deputy county auditor, or chief assistant county auditor for a continuous period of not less than three years.

The salary for the position of Auditor-Controller is set by Inyo County Code at the rate of \$8,419 per month, and the position is entitled to benefits as provided to other County Elected Officers, which include retirement, health, vision, and dental insurance, vacation time and paid holidays. In order to be considered for this position, the letters of interest, with accompanying resumes, must be in the Inyo County Personnel Department, P. O. Box 249, Independence, 93526, FAX (760) 878-0465, or hand deliver at 224 N. Edwards in Independence on or before 5:00 p.m., May 21, 2013.

Public interviews will be scheduled during the Board of Supervisors Meeting on May 28, 2013. All individuals submitting letters of interest who meet the minimum qualifications will be interviewed. The Board of Supervisors may appoint an individual to the office directly following the interviews or at a subsequent meeting.

It is important for any qualified person considering seeking appointment to the position of Auditor-Controller to realize that, in order to continue in the position beyond the January 5, 2015 date, you will have to be elected to the position. For more information regarding the election process and filing deadlines, please contact Ms. Kammi Foote, Inyo County Clerk-Recorder at (760) 878-0220, or via email at mhartshorn@inyocounty.us.

###

RECEIVED
MAY 20 2013
INYO COUNTY
PERSONNEL

May 20, 2013

Inyo County Personnel Department
PO Box 249
Independence, CA 93526

I would like to be considered for appointment to the Office of Inyo County Auditor-Controller. I am currently a resident of Inyo County and am fully qualified for this position. I possess a bachelor's degree in accounting from the University of Phoenix, and am currently the Acting Auditor-Controller for Inyo County.

I have over ten years of governmental accounting experience, as well as a complete knowledge of the County's fiscal and operational environment. During my time at Inyo County, I have been put in charge of property tax administration, staff oversight, audit preparation and supervision, software implementation, and various other high level projects. I believe the unique experience and skill set I possess will prove I am the right person for the job.

My enclosed resume contains additional information on my experience and abilities. I look forward to speaking with the Board of Supervisors on May 28th, 2013, about this exciting opportunity.

Thank you for your time and consideration.

Sincerely,


Amy Shepherd

Amy Shepherd

QUALIFICATIONS

- ◆ Leadership skills.
- ◆ Commitment to public service
- ◆ Ten years of Governmental Accounting Experience.
- ◆ Completion of continuing professional education annually including governmental accounting, management, financial management, and property tax.

EDUCATION

UNIVERSITY OF PHOENIX

Bachelor of Science in Accounting, October 2012

WORK EXPERIENCE

- April 2013 to Present COUNTY OF INYO, Independence, CA
Acting Auditor-Controller: Oversee seven employees and an \$80 million budget. Provide revenue and expense projections, financial and budget analysis and hands-on budget development in conjunction with the Chief Administrative Officer. Collaborate with the CAO to insure the County remains solvent in the face of difficult economic times. Participate in the County Financial Advisory and other committees. Provide county policy, budget and financial compliance oversight for 25 departments, and over 150 budget units. Provide accounting services and budget oversight for 23 special districts. Serve as Auditor-Controller for Eastern Sierra Transit Authority. Provide property tax administration for the Auditor-Controller's portion of the property tax cycle including interacting with the Assessor and Treasurer-Tax Collector, schools, special districts and taxpayers. Comply with numerous State and Federal mandates by scheduled deadlines. Ensure timely filing of many reports.
- Feb 2013 to April 2013 COUNTY OF INYO, Independence, CA
Assistant Auditor-Controller: Plan, organize, direct, and supervise the work of five staff members. Provide day to day guidance for accounting practices and policy issues with staff, as well as training. Assist the Auditor-Controller with implementation of new regulations, processes, and controls. Analyze and perform complex accounting transactions. Assist the Auditor-Controller with budget and financial analysis, as well as budget projections. Provide budget oversight to county departments. Assist the Auditor-Controller with the oversight of 23 special districts' accounting, budgeting, and reporting requirements. Facilitate the by-annual financial audits for 23 special districts. Assist the Auditor-Controller with the preparation and review of multiple mandated reports and annual audits. Perform all required duties for property tax administration, which includes working closely with the Assessor and Treasurer-Tax Collector.
- April 2007 to Feb 2013 COUNTY OF INYO, Independence, CA
Management Analyst: Auditor-Controller: Plan, organize, direct, and supervise the work of five staff members. Provide day to day guidance for accounting practices and policy issues with staff, as well as training. Assist the Auditor-Controller with implementation of new regulations, processes, and controls. Analyze and perform complex accounting transactions. Assist the Auditor-Controller with budget and financial analysis, as well as budget projections. Provide budget oversight to county departments. Assist the Auditor-Controller with the oversight of 23 special districts' accounting, budgeting, and reporting requirements. Facilitate the by-annual financial audits for 23 special districts. Assist the Auditor-Controller with the preparation and review of multiple mandated reports and annual audits. Perform all required duties for property tax administration, which includes working closely with the Assessor and Treasurer-Tax Collector.

March 2003 to April 2007 COUNTY OF INYO, Independence, CA
Admin Analyst/Account Technician: Audit accounts payable, accounts receivable, and other financial transactions to ensure they are compliant with General Accepted Accounting Standards (GAAP) and Governmental Accounting Standards Board (GASB). Review Agenda request for financial impacts to the County. Assist the Auditor-Controller with cash flow analysis on grant funds. Enroll and balance property tax roll changes. Research accounting standards and tax regulations. Direct other staff in performing various fiscal analyses.

Oct 2000 to March 2003 COUNTY OF INYO, Independence, CA
Account Clerk: Prepare and process majority of fiscal transactions for Environmental Health. Prepare billing statements. Prepare reports for the State. Perform a multitude of clerical duties

PROFESSIONAL ACTIVITIES & ASSOCIATIONS

GOVERNMENT FINANCE OFFICERS' ASSOCIATION
STATE ASSOCIATION OF COUNTY AUDITORS

**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF PROFESSIONAL DEVELOPMENT

to

Ms. Amy Shepherd

for successfully completing

Advanced Governmental Accounting

in the field of

Accounting (Governmental)

1/25/2012 - 1/27/2012
Long Beach, CA

20 CPE Credits
Group Live

In accordance with the standards of the National Registry of CPE Sponsors, CPE credits have been granted based on a 50 minute hour.

National Registry of CPE Sponsors ID Number: 103133

203 North LaSalle, Suite 2700
Chicago, Illinois 60601
312/977-9700


Executive Director

**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF PROFESSIONAL DEVELOPMENT

to

Ms. Amy Shepherd

for successfully completing

Accounting for Enterprise Funds

in the field of

Accounting (Governmental)

**1/24/2012 - 1/24/2012
Long Beach, CA**

**8 CPE Credits
Group Live**

In accordance with the standards of the National Registry of CPE Sponsors, CPE credits have been granted based on a 50 minute hour.

National Registry of CPE Sponsors ID Number: 103133

203 North LaSalle, Suite 2700
Chicago, Illinois 60601
312/977-9700


Executive Director

**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF PROFESSIONAL DEVELOPMENT

to

Ms. Amy Shepherd

for successfully completing

Accounting for Pension & OPEB

in the field of

Accounting (Governmental)

1/23/2012 - 1/23/2012

Long Beach, CA

**8 CPE Credits
Group Live**

In accordance with the standards of the National Registry of CPE Sponsors, CPE credits have been granted based on a 50 minute hour.

National Registry of CPE Sponsors ID Number: 103133

**203 North LaSalle, Suite 2700
Chicago, Illinois 60601
312/977-9700**


Executive Director



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 <i>18</i> |
|--|

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 28, 2013

SUBJECT: Workshop for the Eastern Sierra Scenic Byways Project at Dehy Park in Independence

DEPARTMENTAL RECOMMENDATIONS:

1. Participate in a workshop to discuss background and update the Board regarding the current status of the project;
2. Discuss alternatives for the project, and;
3. Provide direction to the Public Works Department as to how to proceed with the project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The National Environmental Policy Act (NEPA) document for the project has been approved, and the Public Works Department is ready to begin the design phase of the project. The proposed project, which has also been referred to as Phase 2 of the Dehy Park Improvement Project, includes construction of a Visitor's Center, a footbridge over Independence Creek, a new parking lot with one-way exit onto Wall Street, and new landscaping and pathways. However, the implementation of Moving Ahead for Progress in the 21st Century Act (MAP-21) will affect the major design element of the project, which is the Visitor's Center. Additionally, there may be public controversy regarding building a parking lot where there is now a lawn area south of the existing parking lot, and constructing paths and a new lawn area where the existing parking lot is located. These issues will likely require redesigning the project. During the workshop, the Public Works Department will present alternatives to the initially proposed design, and request the Board's direction as to how to proceed with the project.

ALTERNATIVES:

The Board could choose to continue the discussion to a future meeting, and then give specific direction to staff.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no financial impacts from the workshop.

APPROVALS

| | |
|--------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council 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)

Ryan M. Gray Date: 5/9/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
20-21-22
23-24-25
26-27

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

FROM: COUNTY COUNSEL

TO THE BOARD MEETING OF: MAY 28, 2013

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)] - City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]. Owens Valley Committee v. County of Inyo; Inyo County Board of Supervisors, et al.; CG Roxanne, LLC, and DOES 21 through 100 Inyo County Superior Court Case No. SICVPT 1354991

PERSONNEL [Pursuant to Government Code § 54957]. Public Employee Appointment - Title: County Counsel.

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: Information Services Director Brandon Shults, 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: Information Services Director Brandon Shults, 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: (ICEA) - Negotiators: Information Services Director Brandon Shults, 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 Probation Peace Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults, 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: Law Enforcement Administrators' Association (LEAA) - Negotiators: Information Services Director Brandon Shults, 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.) Riddle Approved: _____ Date: 5-21-13 |
|-----------------|---|

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Riddle Date: 5-21-13