

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.

June 4, 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)

HEALTH AND HUMAN SERVICES

3. **Social Services** – Request approval of the Agreement between the County of Inyo and Kern County for Kern County Social Services to continue providing public adoption services as outlined in statute and regulation for Child Welfare Services and authorize the Director of Health and Human Services to sign.
4. **Social Services** – Request Board approve the agreement between the County of Inyo and Marin County for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Local Government Agency (LGA) Consortium for the period of July 1, 2013 through June 30, 2015, approve payment to Marin County for Host Entity Fees by March 31, 2014 for FY 13-14 and by March 31, 2015 for FY 14-15 in an amount not to exceed \$5,000 per fiscal year, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
5. **Social Services** – Request approval of the Contract between the County of Inyo and the Regents of the University of California on behalf of its Davis Campus University Extension for training services in an amount not to exceed \$67,150 for the period of July 1, 2013 through June 30, 2014, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign.

SHERIFF'S DEPARTMENT

6. Request Board declare Dooley Enterprises, Inc., a sole-source provider of ammunition and authorize the purchase of ammunition from Dooley Enterprises, Inc., as recommended by Staff, in an amount not to exceed \$14,959.60.

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

7. **AGRICULTURAL COMMISSIONER** – The Agricultural Commissioner will present the 2012 Annual Crop and Livestock Report.
8. **AUDITOR-CONTROLLER** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Assistant Auditor-Controller exists as certified by the by the Auditor-Controller and concurred with by the County Administrator; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Assistant Auditor-Controller at a flat salary of \$6,074 per month.
9. **CHILD SUPPORT SERVICES** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Child Support Officer exists as certified by the Director of Child Support Services and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Child Support Officer I at Range 57 (\$3,046 – \$3,701) or II, at Range 60 (\$3,271 - \$3,973) depending upon qualifications.
10. **PLANNING** – Request Board review the notices issued by the U.S. Fish and Wildlife Service proposing to designate critical habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad; and authorize the Chairperson to sign correspondence in regards thereto.
11. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Special Meeting of May 10, 2013.

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

- 11:00 a.m. 12. **COUNTY ADMINISTRATOR – SHERIFF – PUBLIC WORKS** – Request Board receive an update regarding the fund raising efforts of the ICARE organization for the construction of new animal shelter facilities.

CORRESPONDENCE - ACTION

13. **INYO COUNTY FISH AND WILDLIFE COMMISSION** – Request Board approve a letter to Assemblywoman Connie Conway opposing AB 711 which expands the lead ban on shotgun shot and rifle bullets, and AB 1213 which amends The Bobcat Protection Act of 2013 to expand bobcat protection; and authorize the Chairperson to sign.

BOARD MEMBERS AND STAFF REPORTS

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

14. **PUBLIC COMMENT**

CLOSED SESSION

15. **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.
16. **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.
17. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** – *Verizon California Inc., a California Corporation v. California State Board of Equalization; County of Inyo, et al.*, Sacramento County Superior Court Case No. 34-2013-00138191.

18. **PERSONNEL [Pursuant to Government Code §54957].** Public Employee Appointment – Title - County Counsel.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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

24. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of a pool chlorine chemical spill at the Division Creek Rest Area on Highway 395 north of Independence.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

3

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: June 4, 2013

SUBJECT: Approval of Inter-County Agreement with Kern County for Adoption Services

DEPARTMENTAL RECOMMENDATION:

Request Board approve the Inter-County Agreement for the period July 1, 2013 through June 30, 2015, for Kern County Social Services to continue providing public adoption services as outlined in statute and regulation for Child Welfare Services, and authorize the HHS Director to sign the agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This multiple-decade agreement has allowed Kern County's Child Welfare Social Work staff to receive referrals from Inyo County Child Welfare Social Workers, when appropriate and as determined by the local Court. Small counties like Inyo typically receive between \$2900 and \$48,000 – contingent upon caseload – to provide highly complex public adoptions services, as a final stage of certain child welfare cases. Inyo has had a long-standing agreement, since at least the mid-1980s, with Kern County to provide those legally sufficient adoption services. Both Inyo and Kern Social Services staff have been satisfied with the arrangement and believe it has worked well both for potential adoptive families in Inyo as well as for children who are legally freed for adoption.

In 2011, public adoption services were included in a list of programs that were realigned to counties from the State. Since that time, Inyo and Kern counties have renewed our agreement for adoption services and this current Agreement is the next in a two-year commitment. Typically, Kern County provides adoptability studies on approximately four to six Inyo children per year. Rarely does an Inyo County child move into final adoptive home status; most Inyo children either return to their parent(s) or move into permanent legal guardianship status with a relative.

ALTERNATIVES:

Board could choose not to approve this Agreement, thus requiring Inyo to become certified by the State as a public adoptions agency, and to recruit and train appropriately credentialed Social Workers to provide public adoption services in accordance with statute and regulation.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services

FINANCING:

There is no funding exchanged between the parties in this Agreement. Inyo's tiny allocation for adoptions goes directly from the State to Kern County.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>5/23/2013</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: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 5-23-13

**AGREEMENT
FOR
INTER-COUNTY ADOPTION SERVICES**
Independent Contractor
(County of Kern – County of Inyo)

THIS AGREEMENT ("**Agreement**") is made and entered into on ("**Execution Date**"), by and between the COUNTY OF KERN, a political subdivision of the State of California ("**County**"), as represented by the Department of Human Services ("**Department**"), and the County of Inyo, a political subdivision of the State of California, ("**Inyo**"), whose principal place of business is at 163 May Street, Bishop, CA 93514. County/Department and Inyo are referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS :

WHEREAS:

- a. Government Code Sections 31000 and 53060 permit a county Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced and competent to perform those services; and
- b. Department is a full-service public adoption agency licensed by the State of California and serves all 3 members of the adoption triad—the birth parents, adoptive parents, and children; and
- c. Section 408 of the Social Security Act and State regulations in EAS 45-202.614 and 45-203.514 require that a written agreement be in effect between the adoptive agency and the welfare department in order to claim federal and/or State AFDC – FC for costs of care for foster children supervised by an adoption agency; and
- d. Department and Inyo wish to provide for cooperation between themselves in the processing of adoptions within Inyo County.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. **TERM**

This Agreement shall be deemed effective July 1, 2013 and shall remain in effect until June 30, 2015, unless sooner terminated as hereinafter provided.

2. **ADOPTION SERVICES CRITERIA**

This Agreement shall be applicable to a child who is likely to be freed for adoption placement as a result of the occurrence of one of the following:

- A. The child has been declared free from the care, custody, and control of one or both parents; or
- B. The child, prior to relinquishment by one or both parents, has been accepted for voluntary placement by the welfare department or by a public adoption agency.

3. RESPONSIBILITIES OF INYO

- A. Inyo shall place the child in a eligible facility as specified in EAS 45-202.5 or EAS 45-203.4; and
1. If the child is placed in the family home of a relative or the home of a person named in a direct court order, Inyo shall document that the home is suited to the child's needs.
 2. If the child is placed in a licensed Foster Family Home or with a certified Foster Family Agency Home, Inyo shall document that such placement is necessary to meet the needs of the child, and the current placement is in the best interest of the child.
 3. Fax a completed Adoption Review form to Department for the initial Adoption Assessment a minimum of 45 days prior to the 366.21 (e) or 366.21 (f) hearing.
 4. Notify Department within 5 days after the 366.21 (e) or 366.21 (f) hearing that a 366.26 hearing has been calendared.
 5. Continue to make monthly contacts with the child and substitute care provider and document contacts in the CWS/CMS system.
 6. Provide Department Adoption Social Worker with hard copies of all birth, medical, dental, and educations records for the purpose of writing the child assessment.
 7. Communicate any changes in the child or prospective adoptive parent's status to Department within 5 days.
- B. Inyo shall determine eligibility for AFDC—FC and pay aid as appropriate under application federal and State statutes and regulations.
- C. Inyo shall complete the re-determination for ongoing eligibility for the Adoption Assistance Program as appropriate under the application of federal and State statues and regulations.

4. REPONSIBILITIES OF COUNTY

- A. Department shall provide the following services in accordance with 45 CFR 233.110(a)(2) and EAS 45-201.4:
1. Develop a written assessment of the child, determine if freeing the child for adoption is in the child's best interest, and identify the current caretaker(s) of the child as the prospective adoptive parent(s).
 2. Travel to Inyo County to interview and assess the child and current family for the purpose of making a recommendation to the court as to the most appropriate permanent plan for the child and identifying the current

caretaker(s) as the prospective adoptive parent(s).

3. Upon notification from Inyo that 366.26 hearing has been calendared, assign an adoption social worker as secondary on the case record in CWS/CMS.

B. Department shall provide Inyo with the following:

1. Completed Child Assessment and an assessment of the prospective adoptive parent(s) with recommendations of adoption, legal guardianship, or long term foster care.
2. Adoption folder containing all educational, medical, dental, and mental health history, and any other necessary documentation for the purposes of completing the adoption.
3. Completion of the Adoption Placement Agreement.
4. Completion of the Adoption Assistance Agreement.
5. Determination of Adoption Assistance Payment level.

5. COMPENSATION

The services conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by either Party, one to the other.

6. REPRESENTATIONS

Both Department and Inyo understand that federal and State participation in AFDC—FC payments are dependent upon mutual completion of all responsibilities as set forth above in **Sections 3 and 4**.

Both Parties make the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. Both Parties have the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- B. Neither Party has any actual or potential interests adverse to the other, nor does either Party represent a person or firm with an interest adverse to the other with reference to the subject of this Agreement; and
- C. Both Parties shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

7. ASSIGNMENT

Neither Party shall assign or transfer this Agreement or its obligations hereunder, or any part thereof.

8. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, the Parties shall be, and acknowledges that the Parties are in fact and law, independent parties and not agents or employees of the other Party. The Parties have and retain the right to exercise full supervision and control over the manner and methods of providing services under this Agreement. The Parties retain full supervision and control over the employment, direction, compensation and discharge of all persons assisting each Party in the provision of services under this Agreement. With respect to each Party's employees, if any, that Party shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

9. IMMIGRATION REFORM AND CONTROL ACT

The Parties acknowledge that the Parties, and all subcontractors hired by the Parties to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). The Parties are and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by the Parties to perform services under this Agreement are in compliance with IRCA. In addition, the Parties agree to indemnify, defend and hold harmless the other Party, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that the other Party's employees, or the employees of any subcontractor hired by the other Party, are not authorized to work in the United States for the other Party or its subcontractor and/or any other claims based upon alleged IRCA violations committed by either Party or either Party's subcontractors.

10. INDEMNIFICATION

Pursuant to Government Code section 895.4, the Parties to this Agreement shall indemnify, defend, and hold harmless the other Party and its officers, agents, and employees from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which arise by virtue of its own acts or omissions (either directly or through or by its officers, agents, or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

Each Party understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event a Party is subject to any fiscal sanction or other legal remedies as a result of the Party's failure to comply with the requirements of this section, that Party shall indemnify and hold harmless the other Party from any such fiscal sanction or other legal remedy imposed against the other Party as provided in the indemnification provisions of this Agreement. The Party shall participate in and pay the other Party's costs incurred in the other Party's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

11. INSURANCE

Both Kern and Inyo are self-insured and carry excess insurance to cover the risk of bodily injury and property damage losses caused by the acts and/or omissions of the Parties' respective employees, officers and/or agents in carrying out the activities required under this Agreement.

12. EVALUATION

Services to be provided by Inyo shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Inyo. Inyo shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

13. CONTRACT DISPUTE

Should a dispute arise between Inyo and County relating to performance under this Agreement, each Party will, prior to exercising any other remedy which may be available, provide the other Party with written notice of the particulars of the dispute within 30 calendar days of the dispute. Both Parties will meet, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to the other Party. The Party receiving the written notice will provide a written response to the other Party within 30 days of receipt of the written notice.

14. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the other Party.

15. NOTICES

Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to Inyo shall be addressed as follows:

Director
Inyo County Health and Human Services

163 May Street
Bishop, CA 93514

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

16. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services by Department under this Agreement are and shall remain the property of Department. All reports, documents, and other items generated or gathered in the course of providing services by Inyo under this Agreement are and shall remain the property of Inyo.

17. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Both Parties agree that they are unaware of any financial or economic interest of any public officer or employee of either party relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, either party may immediately terminate this Agreement by giving written notice thereof. Both Parties shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

18. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

19. AUTHORITY TO BIND THE PARTIES

It is understood that neither Party in the performance of their respective duties under this Agreement, has any authority to bind the other Party to any agreements or undertakings.

20. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of both Parties. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by that Party. The other Party shall be entitled to invoke any remedy available to the other Party under this Agreement or by law or in equity despite said forbearance or indulgence.

22. CHOICE OF LAW/VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into in the County of Kern. The Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

23. CONFIDENTIALITY

Each Party shall not, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

The Parties hereto agree to abide by the Health Insurance Portability and Accountability Act ("HIPAA") as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

24. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to either Party is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

25. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

26. COMPLIANCE WITH LAW

Both Parties shall observe and comply with all applicable County, State and federal laws, ordinances, rules, and regulations ("**Applicable Laws**") now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

27. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

28. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

30. FORCE MAJEURE

Each Party shall exercise every reasonable effort to meet its obligations hereunder and shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control including, but not limited to, compliance with any government law or regulation, acts of God, fires, strikes, lockouts, natural disasters, wars, riots and/or any other cause whatsoever beyond the reasonable control of each Party. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. NONDISCRIMINATION

Neither Party, nor any officer, agent, employee, servant or subcontractor of either Party, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

32. AUDIT, INSPECTION, AND RETENTION OF RECORDS

Both Parties agree to maintain and make available accurate books and records relative to all its activities under this Agreement. The Parties shall permit each other to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records of personnel, or other data related to all other matters covered by this Agreement. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the Parties herein.

33. NON-COLLUSION COVENANT

Each Party represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. Neither Party has received any incentive or special payments or considerations related to the provision of services under this Agreement.

34. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and

all rights of action relating to such enforcement shall be strictly reserved to County and Inyo. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Inyo that any such person or entity, other than County or Inyo, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

35. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: _____

By _____
Chairman, Board of Supervisors
"County"

COUNTY OF INYO

Dated: _____

By _____
Jean Turner, Director
"Inyo"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: _____

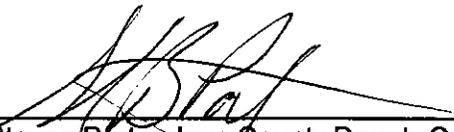
By _____
Pat Cheadle, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: _____

By _____
Bryan Walters, Kern County Deputy County
Counsel

Dated: 5/23/2013

By 
Steven Porter, Inyo County Deputy County Counsel



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: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: June 4, 2013

SUBJECT: Agreement between the County of Inyo and Marin County for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Trust Fund for the Local Governmental Association Consortium

DEPARTMENTAL RECOMMENDATION:

Request that your Board 1) Approve the agreement between the County of Inyo and Marin County for the period of July 1, 2013 through June 30, 2015 for hosting the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) Local Government Agency (LGA) Consortium; 2) Approve payment to Marin County for Host Entity Fees by March 31, 2014 for FY 13/14, and by March 31, 2015 for FY 14/15, in an amount not to exceed \$5000 per fiscal year, contingent upon the Board's adoption of future budgets; and 4) Authorize the chairperson to sign; three original signatures required.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Marin County acts as the host county for the LGA Consortium for the purpose of collecting and disbursing funds for the MAA/TCM trust fund. The State Department of Health Services (DHS) coordinates with the Host County (Marin) to coordinate administration of the MAA/TCM programs for the LGA. This allows DHS to coordinate with just one county, instead of all of the counties that participate in MAA and TCM, relieving administrative costs for all involved.

The LGA MAA/TCM Participation fees for FY 13/14 and FY 14/15 will be based on the paid MAA/TCM claiming amounts for the base years established by the LGA Consortium or on actual or estimated claiming amounts if currently participating LGA did not participate in MAA or TCM during these years. The Participation Fee assessed for each LGA is proportional to its MAA/TCM claiming. For FY 11/12 the Participation Fee was \$1,337; for FY 12/13 the Participation Fee was \$1,391. The department is asking the Board to authorize payment of the Participation Fees based on the established methodology, but not to exceed \$5,000 per year in each of the next two fiscal years.

ALTERNATIVES:

Your Board could choose not to approve the agreement between the County of Inyo and Marin County. The County of Inyo will lose access to consulting and legal services that the Consortium provides.

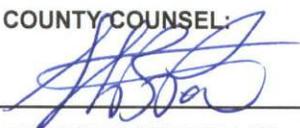
OTHER AGENCY INVOLVEMENT:

County of Marin, California State Department of Health Services

FINANCING:

50% Title XIX and 50% Health Realignment. This expense will be budgeted in Health (045100) in Professional Services (5265). No County General Fund.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes 5/16/2013</u> Date:
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes 5/22/13</u> 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>✓ 5/23/13</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5-23-13

**AGREEMENT
Between the
COUNTY OF MARIN
and
COUNTY OF INYO**

THIS AGREEMENT is made and entered into by and between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF MARIN, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to extend health services to local residents, through the provision of Medi-Cal Administrative Activities (MAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and

WHEREAS, LGA is prepared to provide health services to its local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A which is part of this AGREEMENT; and

WHEREAS, HOST ENTITY was selected by LGA Consortium to collect and disburse LGA participation fees; and

WHEREAS, the Marin County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- I. HOST ENTITY, Responsibilities: HOST ENTITY shall perform duties listed in attached Exhibit A.
- II. LGA Responsibilities: LGA shall perform duties listed in attached Exhibit A.
- III. HOST ENTITY is the "host entity" only for the purposes of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) trust fund, as described in the terms of this Agreement. In return for this host entity responsibility, HOST ENTITY will receive a total annual compensation in accordance with the Consortium's Bylaws, to be paid from the MAA/TCM trust fund.
- IV. With the exception of Marin County claims, HOST ENTITY will not be responsible for producing claims, altering data or providing other materials related to LGA, as required by the State, to process LGA MAA or TCM claims. Additionally, HOST ENTITY will not be financially responsible for paying any participation fee or other costs for any LGA which has failed to pay the total amount of its fee in a timely manner.
- V. With the exception of audit exceptions arising from Marin County claims, HOST ENTITY will not be financially responsible for any audit exceptions. HOST ENTITY will comply with all applicable laws and regulations governing the use of MAA AND TCM trust funds and public funds, generally, in the collection and disbursement of funds for the MAA and TCM trust fund pursuant to the terms of this Agreement

- VI. Insurance and Indemnification: Each of the parties of this Agreement is an entity which is self-insured and/or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/or omissions in the performance of its duties under this Agreement. The parties hereto shall indemnify, defend and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this Agreement, but only in proportion to and to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.
- VII. Termination: Either LGA or HOST ENTITY may terminate this AGREEMENT upon thirty (30) days written notice.
- VIII. Effective Date of AGREEMENT: This AGREEMENT will be effective upon Execution by HOST ENTITY and LGA for the period beginning July 1, 2013 through June 30, 2015
- IX. Extent of Contractual Documents: This AGREEMENT shall consist of this basic document and Exhibit A - "Agreement Concerning Medi-Cal Administrative Activities/Targeted Case Management," attached hereto and incorporated into this AGREEMENT.

"HOST ENTITY"
Duly Authorized

"LGA"
Duly Authorized

COUNTY OF MARIN

COUNTY OF INYO

By _____
Larry Meredith, PhD, Director
Health and Human Services
County of Marin

By _____
Name _____
Title _____
Address _____

EXHIBIT A

AGREEMENT CONCERNING MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT

HOST ENTITY will:

1. Prepare and transmit Host Entity/LGA AGREEMENT and invoice to the LGA in the amount identified in the sliding participation fee scale approved by the LGA Consortium, due and payable no later than March 31, 2014 for the fiscal year 2013/2014 and March 31, 2015 for fiscal year 2014/2015.
2. Maintain Medi-Cal Administrative Activities (MAA) Targeted Case Management (TCM) Trust Fund solely to hold funds received from LGA participation fees.
3. Enter into a separate agreement with the State Department of Health Services to coordinate administration of the MAA/TCM programs for the LGA.
4. Pay the California State Department of Health Services (DHS) for FY 2013/2014 and FY 2014/2015 MAA/TCM administrative costs as agreed to by the LGA, within sixty (60) days of Executive Committee Approval of the State's invoices for reimbursement of documented costs incurred by DHS.
5. Pay the LGA MAA/TCM consultant of FY 2013/2014 and 2014/2015 costs as agreed to by LGA, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA MAA/TCM Consultant.

LGA will:

1. Pay HOST ENTITY Fee by March 31, 2014 for FY 2013/2014, upon receipt of invoice for MAA/TCM participation fee.
2. Pay HOST ENTITY Fee by March 31, 2015 for FY 2014/2015, upon receipt of invoice for MAA/TCM participation fee.
3. Be financially responsible for all MAA/TCM claims of LGA, including any audit exceptions.
4. Be responsible for producing claims, altering data or providing other materials necessary to process LGA MAA or TCM claim.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Committees Use Only:
AGENDA NUMBER
5

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: June 4, 2013

SUBJECT: UC Davis Training Contract

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$67,150 for the period of July 1, 2013 through June 30, 2014, contingent upon the Board's adoption of a FY 2013/14 budget; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County is part of a training consortium made up of many small and medium sized counties. The consortium pools Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees. UC Davis maintains the best practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel cost and time away from the office for employees. This year's contract will provide seventeen (17) days of on-site eligibility services training throughout the fiscal year. We coordinate and mutually share training, when feasible, with Mono County Social Services as well.

ALTERNATIVES:

The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.

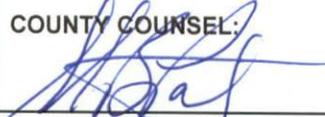
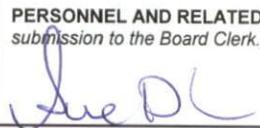
OTHER AGENCY INVOLVEMENT:

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, other County staff and community partners.

FINANCING:

State and Federal funding and Social Services Realignment. UC Davis pays the 15% match, and the other 85% of the cost goes through the Social Services claiming process. This expense will be budgeted in Social Services (055800) 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>5/17/2013</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>5/22/13</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>5/23/13</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5-23-13

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

UC DAVIS EXTENSION
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT
DAVIS, CA 95618-4852

TEL (530) 757-8667
FAX (530) 754-5104

May 8, 2013

Jean Turner
Inyo County
Dept of Health and Human Services
163 May Street
Bishop, CA 93514

Dear Ms. Turner:

Enclosed are the training contracts (2 originals each) between the University of California, Davis and Inyo County for fiscal year 2013-14 per your request.

Contract #EW-2013-11 in the amount of \$67,150.00 provides for 17 units of Eligibility Services training.

Please return one signed original contract to:

Eileen Leung
Center for Human Services
University of California, Davis
1632 Da Vinci Ct
Davis, CA 95618

It is critical for the university to receive your signed contract *before* training commences. Invoices for training covered by this contract will be prepared on a monthly basis, beginning September 1, 2013. Thank you for inviting us to train in your agency.

Sincerely,

A handwritten signature in cursive script that reads "Eileen Leung".

Eileen Leung
Business officer
The Center for Human Services Training

RECEIVED MAY 10 2013



UC DAVIS EXTENSION
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT
DAVIS, CA 95618-4852

Agreement #EW-2013-11

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives;

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2013 through June 30, 2014. All courses must be completed by June 30, 2014.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$250,000
 - b) Per accident \$500,000
 - 2) Property damage \$50,000
 - c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
University Extension
1333 Research Park Drive
Davis, CA 95618

User:

Inyo County
Dept of Health and Human Services
163 May Street
Bishop, CA 93514

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin;

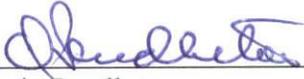
ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

INYO COUNTY

By 
Name Dennis Pendleton
Title Dean, UC Davis Extension

By _____
Name
Title

Date 2 May 2013

Date _____

FEIN: 94-6036494

EXHIBIT A

TRAINING PROGRAM

1. 17 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit, if applicable.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Off-site coordination of training.
 - h. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - i. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 67,150.00
University's in-kind contribution	\$ 6,715.00
User's share of cost	\$ 60,435.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

6

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **June 4, 2013**

SUBJECT: Award Bid and approve purchase order for ammunition

DEPARTMENTAL RECOMMENDATION:

1. Request Board declare Dooley Enterprises, Inc as sole source and approve a purchase order for ammunition in the amount of \$14,959.60.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's Department had requested quotes for ammunition with bids opening on May 22, 2013. No bids were received.

Dooley Enterprises had mailed their bid, however it was received after the May 22, 2013 deadline. They have since provided us with a quote and can meet all of our requirements and have the items in stock. It is this department's recommendation to declare Dooley Enterprises (West Coast Distributor for Winchester Ammunition) as a sole source and approve the issuance of a Purchase Order for the ammunition.

ALTERNATIVES:

Not approve the purchase order.

OTHER AGENCY INVOLVEMENT:

County Counsel
Purchasing
Auditor

FINANCING:

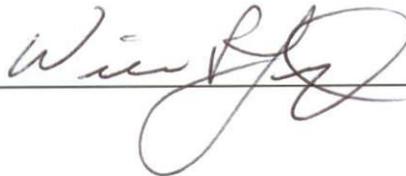
The purchase of the ammunition is included in the Board approved FY 2012 2013 Sheriff General budget 022700, object code 5313(Law Enforcement Special).

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.) Ridell Approved: _____ Date 5.24.13
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 5/24/13
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: _____

BID NO. 2013-05

PAGE 3 OF 3 PAGES

Specifications for Bid/Quote for:

ALL AMMUNITION WILL BE WINCHESTER BRAND

<u>SYMBOL</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>AMT/CASE</u>	<u>TOTAL ROUNDS</u>
USA40SW	.40 Cal S&W 165 Gr. Full Metal Jacket-F	25 cases	500/case	12,500 rounds
RA40T	.40 Cal S&W 180 Gr. Jacketed HollowPoint	10 cases	500/case	5,000 rounds
RA45T	.45 Cal Auto 230 Gr. Jacketed HollowPoint	5 cases	500/case	2,500 rounds
Q4170	.45 Cal 230 Gr. Full Metal Jacket	5 cases	500/case	2,500 rounds
RA223R	.223 55Gr. Pointed Soft Point	60 cases	200/case	12,000 rounds
S308M	308 Cal Winchester 168 Gr. BTHP	2 cases	200/case	400 rounds

Items need to be delivered within 60 days of receipt of
Purchase order. If different, please state.

Questions? Please contact Sgt. Paul Baldwin @
760.873.5025

Please indicate shipping charges separately.

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED

Subtotal	<u>\$13,620.⁰⁰</u>
Sales Tax (8.0%)	<u>\$1,089.⁶⁰</u>
Shipping Charge	<u>\$250.⁰⁰</u>
Total \$	<u>\$14,959.⁶⁰</u>

Indicate any exception to the bid:

Bid prices will remain valid and in effect through July 31, 2013

Delivery will be made in 7-15 days after receipt of order.

From:

dooley enterprises, Inc.

Customer Service

1198 N. Grove St. #A

Anaheim, CA 92806

Phone: (714) 630-6436 FAX: (714) 630-3910

Price Quote

QUOTE #: 4967

DE #000057 B 0040

QUOTE DATE: 05/21/2013

To: INYO COUNTY SHERIFF'S DEPT.
 SGT PAUL BALDWIN
 PO DRAWER S
 INDEPENDENCE CA 93526

PHONE #: (760) 873-6431

FAX #: (760) 878-0389

Here are the prices you requested:

QUANTITY	SYMBOL	DESCRIPTION	PRICE	EXTENSION
		PRICES ARE PER THOUSAND		0.00
12.50	USA40SW	40 S&W 165gr. Full Metal Jacket - F	275.00	3437.50
5.00	RA40T	40 S&W 180gr. Jacketed Hollow Point	370.00	1850.00
2.50	RA45T	45 Auto 230gr. Jacketed Hollow Poin	410.00	1025.00
2.50	Q4170	45 Auto 230gr. Full Metal Jacket	295.00	737.50
12.00	RA223R	223 55gr. Pointed Soft Point	520.00	6240.00
0.40	S308M	308 Winchester 168 gr. BTHP	825.00	330.00

NOTES:

BID/QUOTE NO. 2013-05

SUBTOTAL \$13,620.00

TAX 8.00% TAX AMOUNT \$1,089.60

SHIPPING \$250.00

TOTAL \$14,959.60

IF YOU ARE IN CALIFORNIA, PLEASE ADD SALES TAX
 *****FOR DROPSHIPS MINIMUM ORDER 5 FULL CASES*****

BID NO. 2013-05

PAGE 1 OF 3 PAGES

COUNTY OF INYO (760) 878-0293
MATERIAL OR SERVICESCOPY**TO BE DELIVERED TO:** INYO COUNTY SHERIFF'S DEPT.
BISHOP SUBSTATION
301 WEST LINE STREET
BISHOP, CA 93514**BILLING:** INYO COUNTY SHERIFF'S DEPT.
P.O. DRAWER S
INDEPENDENCE, CA 93526**RETURN BIDS TO:** INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
224 NORTH EDWARDS STREET
P.O. BOX N
INDEPENDENCE, CA 93526**BID OPENING:** DATE: Wednesday, May 22, 2013 TIME: 3:00 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope and date of bid opening.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

BID NO. 2013-05

PAGE 2 OF 3 PAGES

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 with its bid. Please see enclosed Small Business Affidavit.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Anaheim, CA (CITY & STATE)

May 21st, 2013

CASH DISCOUNT TERMS Ø

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Dooley Enterprises, Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Daniela Soto

COMPANY REPRESENTATIVE SIGNATURE Daniela Soto

STREET ADDRESS 1198 N. Grove St., Ste A.

CITY AND STATE Anaheim CA. 92806

PHONE NUMBER 714-630-6436

FAX NUMBER 714-630-3910

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Dooley's is the West Coast Distributor for Winchester Ammunition. We have gone through the bid process & no bids were received. All of our requested items are in stock and available to ship.

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

<p>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.</p> <p><i>Various Ammunition for the Sheriff's department. Total cost is \$14,959.60</i></p>	
<p>DEPARTMENT CONTACT PERSON & TITLE J.Odum, Admin Asst./K.Hardcastle, Undersheriff</p>	
<p>DEPARTMENT NAME Sheriff</p>	<p>PHONE 0326</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME Dooley Enterprises, Inc</p>	<p>SUPPLIER CONTACT PERSON Daniela Soto</p>
<p>SUPPLIER ADDRESS 1198 Grove St. Ste A. Anaheim, CA 92806</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER 714.630.6436 phone 714.630.3910 fax</p>

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.

Janis L Odum for K-Hardcastle

 Signature of Requestor

5/24/13

 Date

 President/CEO Approval

 Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: George L. Milovich, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: **June 04, 2013**

SUBJECT: 2012 Annual Crop and Livestock Report

DEPARTMENTAL RECOMMENDATION:

Presentation of the 2012 Annual Crop and Livestock Report

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

General review of the 2012 Annual Crop and Livestock Report, which is submitted in accordance with Section 2279 of the California Food and Agriculture Code. Agriculture continues to be a solid industry that is an integral part of Inyo and Mono Counties' economy.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

APPROVALS

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

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

Date: 5-21-13



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: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: June 4, 2013

SUBJECT: Request to fill the Assistant Auditor-Controller

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
- B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply
- C) approve the hiring of one Assistant Auditor-Controller a flat salary rate of \$6074.

SUMMARY DISCUSSION:

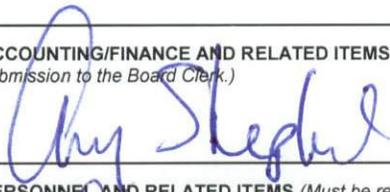
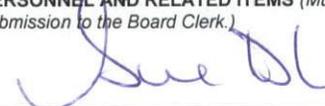
On May 28th 2013, the Assistant Auditor-Controller's position became vacant. The Assistant Auditor-Controller is an essential position in the Auditor's office and serves as a back-up for the Auditor-Controller. This position performs a variety of high level duties including complex governmental accounting, supervision of staff, budget preparation, audit preparation, and reporting. The Assistant works side by side with the Auditor-Controller to meet the needs of the department and ensure the financial integrity of the County.

ALTERNATIVES:

Your Board could choose not to approve the hiring of this position which would negatively impact the daily operations of the Auditor's office.

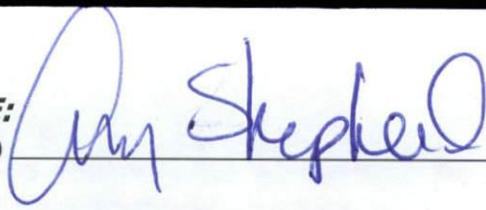
FINANCING:

Funding for this position comes from the General Fund and is currently budgeted in the Auditor-Controller budget 010400 in the Salaries and Benefits object codes.

<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: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> <u>5/29/13</u> 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>J</u> <u>5/29/13</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

A handwritten signature in blue ink that reads "Amy Shepherd". The signature is written in a cursive style and is positioned over a horizontal line.

Date: 5/29/13



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
9

FROM: Inyo County Child Support Agency

FOR THE BOARD MEETING OF: June 4, 2013

SUBJECT: Hiring of a Child Support Officer I/II, depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find consistent with the adopted Authorized Position Review Policy: (1) the availability of funding for the requested position comes from the Child Support fund, as certified by the Child Support Director and concurred with by the County Administrator and Auditor-Controller; (2) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be more appropriate to ensure qualified applicants apply; and c) approve the hiring of one Child Support Officer I, Range 57 (\$3,046-\$3,701) or Child Support Officer II, Range 60 (\$3,271-\$3,973) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We have a vacancy in the position that was recently filled in March for a Child Support Officer I/II. We need to open up recruitment to fill this position. As we are simultaneously recruiting for the newly added Child Support Officer I/II position, this offers our agency the opportunity to fill both at the same time, if successful candidates are selected.

ALTERNATIVES:

The Board could decline this this request. This is not recommended, as the Child Support agency case load continues to require daily state and federal mandated functions be undertaken to ensure consistent case outcomes and collections.

OTHER AGENCY INVOLVEMENT:

Personnel Department.

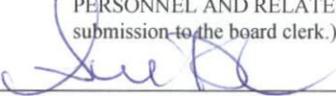
FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for in the Board approved 2012-2013 budget.

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: YCS Date 5/24/13

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 5/23/13

DEPARTMENT HEAD SIGNATURE:  Date: 5-28-13
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 4, 2013

SUBJECT: Designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad

RECOMMENDATION: Review the notices issued by the U.S. Fish and Wildlife Service proposing to designate critical habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad, and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: The U.S. Fish and Wildlife Service (USFWS) has issued notices indicating its intent to adopt regulations to designate critical habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad.¹ Critical habitat for these species is proposed in Inyo County and adjacent to the County along the crest of the Sierra Nevada. Primary threats to the various species identified include habitat destruction, recreation (including trout stocking), dams and reservoir diversion, livestock use (grazing), packstock use, roads, timber harvest, fire management activities, disease, climate change, and pollution.

Staff has drafted the attached correspondence for the Board's consideration. Comments are due by June 24, 2013.

ALTERNATIVES: The Board could direct changes to the correspondence, or not submit correspondence. The Board could also request that the USFWS conduct a hearing; such a request is due by June 10, 2013.

OTHER AGENCY INVOLVEMENT: Department of Interior, USFWS; other agencies with jurisdiction (U.S. Forest Service, California Department of Fish and Wildlife, etc.)

FINANCING: General fund resources are utilized to monitor federal rule making.

¹ Refer to www.regulations.gov regarding Docket Nos. FWS-R8-ES-2012-0100 and FWS-R8-ES-2012-0074.

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

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



Date: 5-29-13

Attachment – Draft Correspondence

June 4, 2013

Public Comments Processing, Attn.: FWS-R8-ES-2012-0100 and FWS-R82012-0074
Division of Policy and Directives Management
U.S. Fish and Wildlife Services
4401 N. Fairfax Drive, MS 2042-PDM
Arlington, VA 22203

Re: Designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for inviting us to participate in development of regulations to protect the above species. These resources are an integral component of our natural environment and the history of our County, and we are committed to working with you to reverse their decline. We recognize that these actions will require substantial efforts locally as well as regionally and nationally.

We are concerned that designation of critical habitat in and adjacent to our County will significantly impact us. In particular, measures to limit grazing, trout stocking, and packing will further reduce these important components of our local society, culture, history, and economy. These activities are and continue to be integral to our well-being. Management actions over the last half-century have persistently worked to reduce access to our public lands for recreation and grazing, thus eroding our culture and our historical connection to the land, as well as impacting our economy.

We understand that the science connecting grazing, trout stocking, and packing to the decline of the subject species has been subject to debate, and we request that research continue into the links between declining species vigor and suspected causal variables. We also believe that mitigation measures can and should be promulgated to minimize potential impacts to the species in the critical habitat areas, while providing for continued access for grazing, recreation, and fishing. If access to the recreational and agricultural resources that are so important to us are reduced, we ask that consideration be given to providing alternative access elsewhere.

Thank you again for the opportunity to provide input into this important rulemaking process. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Linda Arcularius, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
County Administrative Officer
County Counsel
Planning Director
Doug Wilson, Willdan
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties
Secretary Jewell, U.S. Department of Interior
Dan Ashe, U.S. Fish and Wildlife Service
Ed Armenta, Inyo National Forest



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: CLERK OF THE BOARD

By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 4, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Special Meeting of May 10, 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> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: CAO, Sheriff, Public Works

FOR THE BOARD MEETING OF: June 4, 2013

SUBJECT: County of Inyo Animal Shelter update

DEPARTMENTAL RECOMMENDATION: Respectfully request your Board receive an update regarding the fund raising efforts of the ICARE organization for the construction of new animal shelter facilities.

COUNTY ADMINISTRATOR RECOMMENDATION:

SUMMARY DISCUSSION: On April 2, 2013 your Board participated in a workshop identifying three potential building plans for the proposed Animal Shelter project. The estimated cost ranging in price from \$450,000 to \$725,000 (excluding site prep, septic system modification, earth quake study and utility improvement). At this time, available funding totalled \$275,000 (Sheriff - \$175,000 and ICARE \$100,000). Your Board also received a proposed timeline that included a series of updates regarding fund raising progress, the ICARE organization is here today to provide that information. Additionally, Public Works staff will be available to answer any questions the Board may have regarding the project in general.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

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

DEPARTMENT HEAD SIGNATURE: _____ Date: 5/29/12
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



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

June 4, 2013

The Honorable Connie Conway
California State Assembly
P. o. Box 942849, Room 3104
Sacramento, CA 94249-0026

Re: Oppose AB 711 and AB 1213

Dear Assemblywoman Conway:

The Inyo County Board of Supervisors along with the Inyo County Fish and Wildlife Commission request you oppose AB 711 (lead ban) and AB 1213 (bobcat protection). Inyo County does not believe that these bills are relevant nor supported by current science.

The benefit to wildlife of banning lead in shotgun shot and rifle bullets has not been proven. More information and scientific studies need to be conducted before such a drastic option as a total ban on lead shot and bullets is made. Without the necessary proof of impact, the banning of lead in shots and bullets does not appear to be needed. In this era of fiscal shortfalls and budget crises it is unnecessary to further burden State Agencies with the additional bureaucracy of enforcing this type of all encompassing legislation.

Additional laws aimed at further protection of bobcats in unnecessary and redundant. The County fully supports wildlife management based on current science produced by professional biologists. The attached letter from the Department of Fish and Wildlife indicates that the bobcat is closely monitored by the department and further protection efforts are unnecessary and would be very costly. It should remain the responsibility of DFW and its professional biologists and wildlife scientists to ensure that wildlife populations continue to provide for a balanced ecosystem between predators and prey. The final sentence of the Report from the Fish and Wildlife dated April, 2013 says "The Department considers current levels of bobcat trapping to be insignificant relative to natural production and mortality in the species." It is imperative that populations of wildlife species not be managed through legislation. In 2012 the Inyo County Board of Supervisors opposed AB 1221 (Lieu) which made it illegal to hunt bear and bobcats with dogs. The Department of Fish and Wildlife does not need anymore obstacles to managing the bobcat populations in the State of California. More importantly stringent and costly laws to further protect this species are excessive in light of serious State budget constraints.

Inyo County requests you oppose AB 711 and AB 1213. It is imperative to our small rural County to protect and support those industries, like hunting and trapping, that help to promote our tourist based economy for the benefit of your constituency in Inyo County. Your continued support of those issues that impact our citizens is greatly appreciated.

Sincerely,

Supervisor Linda Arcularius, Chairperson
Inyo County Board of Supervisors

xc: Inyo County Fish and Wildlife Commission
RCRC
CSAC



**INYO COUNTY
FISH AND WILDLIFE COMMISSION**

407 WEST LINE STREET • BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
GARY GUNSOLLEY
BRUCE IVEY
GARRETT MCMURTRIE
JOE PECSI

REPLY TO:

Ychelle Tillemans
2273 Brigadoon Ave.
Bishop, CA 93514

Dear Assemblyman Connie Conway:

The Inyo County Board of Supervisors and the Inyo County Fish and Wildlife Commission request your support in opposition to AB 711 (The lead ban bill) and AB 1213 (The bobcat protection bill).

It is our feeling that both of these bills are not supported by current science.

AB 711: Past studies have not shown that intake of lead in shotgun shot or rifle bullets has had a significant impact on wildlife.

AB 1213: The County of Inyo fully supports wildlife management based on current science produced by professional biologists. The attached letter from the Department of Fish & Wildlife would indicate that the bobcat is closely monitored by the department and a large expenditure as required by AB 1213 is un-necessary at this time, especially considering the serious budget constraints face by this Department and the State as a whole.

Please note the final sentence in the bobcat trapping and management report from the Department of Fish & Wildlife dated April, 2013.

"The Department considers current levels of Bobcat trapping to be insignificant relative to natural production and mortality in the Species."

Sincerely,

The Fish and Wildlife Commission

Bobcat Trapping and Harvest Management

California Department of Fish and Wildlife – Summary, April, 2013

Bobcats occur in every county in California and are found in every suitable terrestrial habitat type of the state (CWHR 2005, Gould 1978). In response to increasing bobcat harvest in the 1960s, bobcats were given non-game status in 1971 and in 1974, a six month season was established for the take of bobcats. This season was reduced to the 3.5 month trapping season already established for furbearers in 1976. Prior to that time, there were no closed seasons or limits on bobcat take in California. Higher harvest pressure through the 1970's when pelt prices were relatively high prompted the development of a sustainable harvest threshold as discussed below.

In 1981, the Department of Fish and Wildlife (Department) estimated there were 146,718 square miles of suitable habitat for bobcats, comprising 93% of the state. The Department developed a conservative estimate of the breeding population in 1978 at approximately 61,000 animals (Gould 1978) and then updated that estimate with research that was subsequently published through 1980 as discussed below. In 1981, the Department conservatively estimated the statewide breeding population of bobcats to be about 74,000 and established a statewide harvest limit of 14,400 animals.

These population estimates were derived by combining the measured density of bobcats from directed studies with trapper catch rates to create an index to density by habitat type. The directed studies determined bobcat population densities, patterns of movement, life expectancies, fecundity, young survival rates, and patterns of space use in landscapes that are unique to California, including San Diego County (Lembeck 1978), Eastern Siskiyou County (Zezulak 1980), and the Mojave Desert region (Zezulak and Schwab 1980). The average density per habitat type was expanded based on the abundance of the various habitat types on a county basis. These densities ranged from 2 bobcats per square mile in chaparral habitats to 0 bobcats per mile in unoccupied habitats such as urban-industrial or lakes and streams.

The 1978 population estimate of 61,000 animals for California was upheld in a December, 1979 law suit against the United States Fish and Wildlife Service (USFWS) Endangered Species Scientific Authority (ESSA), while the court reversed estimates from some other states (CDFG 2012). In 1981, the USFWS Office of Scientific Authority (OSA) reviewed and approved California's updated population estimate of 74,000 and newly established the harvest quota of 14,400 bobcats annually (Gould 1981) under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).

Additionally, for a period of seven years, beginning in the 1979-1980 season and continuing through the 1986-1987 season, the Department required trappers and hunters to return the jaw of every bobcat taken in the state to the Department to monitor age and sex structure of harvested bobcats to determine if harvest may impact regional populations and therefore need additional harvest regulations. The Fish and Game Commission initially adjusted season length until this information indicated that local population indexes had largely stabilized (Gould 1984, 1988). This indicated to the Department that the much reduced level of bobcat harvest was having no effect on the population.

Department requires reporting of all bobcat harvest by trappers and hunters. Bobcat harvest and the number of bobcat trappers were highest from the 1960's through 1987 when pelt prices were high and the fur trade was lucrative. Pelt prices began to fall dramatically in 1988, with a corresponding decline in trapping. This, in turn, has resulted in the current number of bobcats harvested annually by both trapping and hunting to below 2,000 animals, compared to over 10,000 annually in the 1980's and over 20,000 animals in 1977. During the 1980s the number of trapping licenses sold declined from a high of 3,901 in 1983 to 511 by 1990. Since 1998, the Department has not sold more than 200 trapping licenses annually. The level of harvest has been relatively low and stable for the past two decades.

The current area of occupied bobcat habitat is unmeasured and has probably declined to some extent through human development, but not at level commensurate with the reduction in trapping and hunting effort and harvest. If bobcat populations have changed substantially one would expect a decline in harvest. Instead, this relatively steady and low level of harvest, and the significant and large area of habitat remaining for bobcats indicates to the Department that declines in harvest are more indicative of a decline in trapping and hunting effort.

Even though fur prices are currently on an upward trend, the Department does not think there will be a resurgence of new bobcat trappers in California. If there were, applications for the trapping exam would serve as an early warning that trapping effort was increasing, or, if existing trappers shifted effort to bobcats, this would be evidenced by harvest reports, and if there were a concern for the population at either a regional or statewide perspective, the Department would be able to interject and recommend modified harvest regulations to ensure no significant impacts to the bobcat population occur.

The Fish and Game Commission has the responsibility and authority to address bobcat harvest and the Department has worked closely with them in the past to develop regulations that are responsive to changes in bobcat harvest trends. Bobcats are a highly productive species that adapt well to human impacted landscapes and they are considered abundant and distributed throughout California today. The Department considers current levels of bobcat trapping to be insignificant relative to natural production and mortality in the species.

References:

- California Wildlife Habitat Relationships System 2005. California Department of Fish and Game California Interagency Wildlife Task Group. Species Account and Range Map Item M166.
- Gould, G. I., Jr. 1977. Bobcat Distribution and Abundance in North-eastern California. California Department of Fish and Game Non-game Wildlife Investigations. Job Progress Report, 10pp.
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- Gould, G. I., Jr. 1981. Information Requested by the Office of Scientific Authority, U.S. Fish and Wildlife Service for Approval of the International Export of Bobcats from California During the 1981-82 Season. California Department of Fish and Game Non-game Wildlife Investigations. 18pp. + appen.
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- Grippi, R. 1976. Bobcat Distribution and Abundance in Fresno County, California. California Department of Fish and Game Non-game Wildlife Investigations. Job Progress Report, 11pp. + appen.
- Lembeck, M. 1978. Bobcat study, San Diego County, California. Final report to Calif. Dept. of Fish and Game. 20 pp.
- Zeulak, D. S. 1980. Northeastern California bobcat study. Final report to Calif. Dept. of Fish and Game. 22 pp.
- Zeulak, D. S. and Schwab, R.G. 1980. Bobcat Biology in a Mojave Desert Community. Final report to Calif. Dept. of Fish and Game. 25 pp.



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15-16-17
 18-19-20
 21-22-23

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

FROM: COUNTY COUNSEL

TO THE BOARD MEETING OF: JUNE 4, 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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)] - VERIZON CALIFORNIA INC., a California corporation v. CALIFORNIA STATE BOARD OF EQUALIZATION; COUNTY OF INYO, et al., Sacramento County Superior Court Case No. 34-2013-00138191

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.

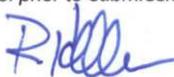
CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Information Services Director Brandon Shults, and Labor Relations Administrator 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.)  Approved: _____ Date <u>5-28-13</u>
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DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) _____  Date: 5-28-13