

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 18, 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. **Behavioral Health Services** – Request approval of Amendment No. 2 to the Contract between the County of Inyo and Casa Pacifica center for Children and Families for the provision of mental health services, increasing the amount by \$10,000 to an amount not to exceed \$70,000 for the period of July 1, 2012 through June 30, 2013; and authorize the Chairperson to sign.

PROBATION

4. Request approval of the Contract between the County of Inyo and the Inyo County Superintendent of Schools for the Extended Day Program for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$21,227, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
5. Request approval of the Contract between the County of Inyo and Dr. Keith Andersen to provide professional services to the Inyo County Probation Department – Juvenile Institutions, for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$50,000, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
6. Request approval of the Contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$31,840, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

ROAD DEPARTMENT

7. Request approval of the 2013-13 Federal Apportionment Exchange Program and State Match Program Agreement with the California Department of Transportation in the amount of \$673,353 plus State match of \$100,000 for a total amount of \$773,353; and authorize the Chairperson to sign.

PUBLIC WORKS

8. Request Board approve A) the Tract Map No. 248, B) accept the offer of right of way dedication along Tuttle Creek Road and C) accept the offer of a right of way dedication along Indian Springs Road.
9. Request Board implement temporary no parking zones for the north and south shoulders of East Line Street/Poleta Road beginning at the Bishop Creek Canal and terminating approximately one half mile east of Airport Road and the east and west shoulders of North Airport Road from the intersection of East Line Street/Poleta Road to approximately one quarter mile north from 12:00 noon through 10:00 p.m., July 4, 2013.
10. Request Board A) award and approve the Contract between the County of Inyo and Bishop Heating and Air Conditioning, Inc., for the HVAC Upgrade Project at the Inyo County Water Department Building, in an amount not to exceed \$167,596.48; authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and B) authorize the Interim Public Works Director to sign all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

PLANNING

11. Request approval of Amendment No. three to the Contract between the County of Inyo and PCR Services Corporation to extend the ending date of the Contract from June 30, 2013 to December 31, 2013, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PLANNING AND WATER DEPARTMENTS

12. Request approval of Amendment No. Four to the Contract between the County of Inyo and Daniel B. Stephens & Associates, Inc., for hydrologic analysis services to (a) extend the term of the Contract to December 31, 2013 and (b) amend Attachment B (Schedule of Fees) to reflect the 2013 Standard Schedule of Fees, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.

WATER DEPARTMENT

13. Request approval of Amendment No. 1 to the Contract between the County of Inyo and Jerome Braun, Ph.D. for statistical consulting services, increasing the Contract by \$5,000 to an amount not to exceed \$15,000; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

14. **ASSESSOR** – Request approval of the Contract between the County of Inyo and Harold W. Bertholf, Inc., for Mineral Appraisal Services for the period of July 1, 2013 through June 30, 2016 in an amount not to exceed \$401,820, contingent upon the Board's adoption of future budgets; waive the requirements for Error and Omissions Insurance; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
15. **HEALTH AND HUMAN SERVICES – Health Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Health and Human Services Specialist exists as certified by the Director of Health and Human Services 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 full-time Health and Human Services Specialist at Range 53 (\$2,779 - \$3,380).

16. **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.
17. **COUNTY ADMINISTRATOR – Budget** – Request Board adopt the Fiscal year 2012-2013 Board Approved budget as the Preliminary Budget for Fiscal Year 2013-2014 and approve the fixed assets as recommended by staff. (4/5's vote required.)
18. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meeting of June 14, 2013.

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

- 11:00 a.m. 19. **COUNTY ADMINISTRATOR – SHERIFF – PUBLIC WORKS** - Request Board receive an update regarding the fundraising effort of the ICARE organization for the construction of new animal shelter facilities.
- 11:30 a.m. 20. **COUNTY ADMINISTRATOR – Personnel** – Request Board enact an ordinance titled “An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected Officials, Excluding Members of the Board of Supervisors” which will increase the salary of the Sheriff to \$10,699 per month.
21. **COUNTY ADMINISTRATOR** – Request Board A) conduct a **public hearing** on an ordinance titled “An Ordinance of the County of Inyo, State of California, Amending Section 2.80.140 of the Inyo County Code to Authorize Pay to Employees on a Biweekly Basis,” which will authorize the County to pay employees on a bi-weekly pay scheduled; and B) schedule the enactment for 11:30 a.m., on Tuesday, June 25, 2013 in the Board of Supervisors Room, at the County Administrative Center, in Independence.
22. **COUNTY COUNSEL** – Request Board A) conduct a **public hearing** on an ordinance titled “An Ordinance of the County of Inyo, State of California, Deleting Chapter 1.16 of the Inyo County Code which Established the Inyo County Judicial District,” which deletes Chapter 1.16 of the Inyo County Code; and B) schedule the enactment for 11:30 a.m., Tuesday June 25, 2013 in the Board of Supervisors Room, at the County Administrative Center, in Independence.
- 1:30 p.m. 23. **BOARD OF EQUALIZATION MEETING** (See separate Agenda.) – The Board will convene as the Board of Equalization.
- 2:00 p.m. 24. **PRESENTATION** – The Board will receive a presentation from Ms. Julie Bear, Mt. Whitney Area Manager for the Sierra Nevada Conservancy, who will update the Board on Conservancy Investments in Inyo County.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

25. **PUBLIC COMMENT**

CLOSED SESSION

26. **PERSONNEL [Pursuant to Government Code §54957]**. Public Employee Evaluation – Title - County Administrative Officer.
27. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
28. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion; Information Services Director Brandon Shults and Planning Director Josh Hart.



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 – Behavioral Health

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Approval of Amendment Number Two (2) to the Contract between Inyo County Mental Health and Casa Pacifica Center for Children and Families.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number Two (2) to the contract between Inyo County Mental Health and Casa Pacifica Center for Children and Families for the provision of mental health services in an additional amount of \$10,000.00 for a total amount not to exceed \$70,000.00 for the period of July 1, 2012 through June 30, 2013, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Amendment is necessary to cover the continued intensive mental health treatment costs for a youth placed at Casa Pacifica Center for Children and Families. The Behavioral Health program management and quality assurance staff have been in lengthy conversation with Casa Pacifica in reviewing the documentation and the high degree of services provided and billed by Casa Pacifica staff. We review each episode that has been billed and the accompanying documentation. We have discussed any "late billings" and have the reason for the delays and additional invoices received. We received our most recent invoice on May 28th. We have also reviewed the treatment needs of the youth and have documented the continued need for placement in this facility. The Inyo County Multidisciplinary Placement Team approved placement in this high level residential facility only after all lower levels of placement and placement alternatives, including wrap around services, had been exhausted. This team is comprised of representative from Behavioral Health, Child Welfare, Juvenile Probation, Toiyabe Family Services, Kern Regional Center and the schools as appropriate. The youth had also had several lengthy stays at the Inyo County Juvenile Center and had been returned for short stays at the Juvenile Center on two occasions during this fiscal year. Casa Pacifica has been an Organizational Provider of mental health services for Inyo County in the past and provides individual therapy, group therapy, medication monitoring, and crisis intervention in addition to the residential program and on-grounds school. The Organizational Provider status allows us to maximize Medi-Cal reimbursement for the mental health services provided. The Mental Health fiscal staff diligently pursues reimbursement for these costs.

ALTERNATIVES:

Your Board could deny approval of Amendment Number Two (2) to this contract. This would result in the possible loss of this placement option for this minor. This minor would continue to evidence

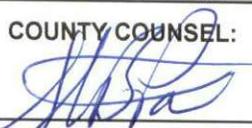
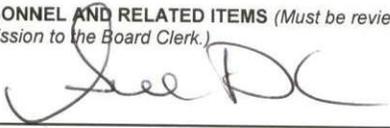
very severe disturbance that would result in prolonged acute hospitalization or extended stay in a Juvenile Detention Facility.

OTHER AGENCY INVOLVEMENT:

Child Welfare, Juvenile Probation, Schools

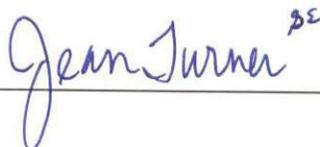
FINANCING:

Reimbursement will again be pursued and maximized for Medi-Cal eligible services provided by the group home. Mental Health Realignment funds will be used for services that are not reimbursed. This expense is budgeted in Mental Health (045200) in Support and Care (5508). 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 6/6/2013</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>6/4/13</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>✓ 6/12/13</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 ^{SE}

Date: 6/12/13

AMENDMENT NUMBER Two TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Casa Pacifica Centers for Children and Families, of Camarillo, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2012, on County of Inyo Standard Contract No. 144, for the term from July 1, 2012 to June 30, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of paragraph 3.D. Limit upon amount payable under Agreement, of the Agreement is amended to read as follows:

To total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$70,000.00 (Seventy Thousand Dollars) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit

The effective date of this Amendment to the Agreement is June 1, 2013.

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

AMENDMENT NUMBER Two TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Michael Roberts
Signature

MICHAEL ROBERTS
Type or Print

Dated: 6/3/13

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

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The effective date of this Amendment to the Agreement is June 1, 2013.

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

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

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

SCOPE OF WORK

1. Contractor Is: (Check One)

An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (BHS) or State Department of Mental Health.

A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the CONTRACTOR.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through

appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medical Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by BHS may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to BHS the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

2. Every I/A must meet the following criteria:

i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.

ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.

iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.

3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.

4. Documentation of required supervision shall be provided to BHS upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of 7 years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for seven (7) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to BHS within 24 hours of service provision for incorporation into client's current chart, if requested by BHS. Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By BHS, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- d. In a form maintained in accordance with the general standards and BHS standards applicable to such book or record keeping.
- c. For the term and duration consistent with paragraph 5 above.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to BHS all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than BHS, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without BHS's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to BHS or maintain such information according to written procedures sent BHS by the State Department of Health Services for this purpose.

8. Patients' Rights.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (a) W&I, Divisions 5, 6, and 9;
- (b) California Code of Regulations, Title 9;
- (c) California Code of Regulations, Title 22;
- (d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs

and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to BHS such financial and other reports regarding Indigent Patient Services and other services provided to Patients as BHS shall reasonably request in writing related to BHS's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Casa Pacifica Centers for Children and Families**
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

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

SCHEDULE OF FEES:

**Casa Pacifica
Pricing
Fiscal Year 2011-2012**

<u>Service Function</u>	<u>Rate</u>
Room and Board	\$9,146 per month
Non Public School	\$163 per day
Day Rehabilitation – full day	\$131.24 per day
Mental Health Services	\$2.61 per minute
Case Management	\$2.02 per minute
Medication Support	\$4.82 per minute
Crisis Intervention	\$3.88 per minute



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: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Inyo County Superintendent of Schools Contract FY 2013-14 for an Extended Day Program

DEPARTMENTAL RECOMMENDATION:

Request Board to approve and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2013 to June 30, 2014 in an amount not to exceed \$21,227.00, and authorize the Chairperson to sign contingent on the future adoption of FY2013-2014 Budget and obtaining the appropriate signatures. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's FY2013-14 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2013-14 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

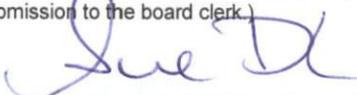
The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

FINANCING:

The Revenue and Expenditure will be budgeted in the Fiscal Year 2013-14 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

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>5/24/13</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>6/3/13</u>

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



Date: 6/4/13

Attachment: Contract No. 116

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Extended Day Program **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Sup. of Schools of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$21,227.00 _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Probation	Department
<u>P. O. Box T</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
Inyo County Superintendent of Schools	Name
<u>P. O. Drawer G</u>	Street
<u>Independence, CA 93526</u>	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Extended Day Program SERVICES

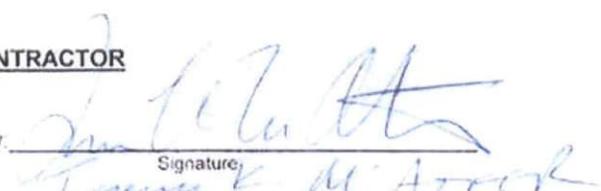
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____

COUNTY OF INYO

By _____

Dated: _____

CONTRACTOR

By: 
Signature: _____
Print or Type: Lawrence M. Atwood

Dated: 5/1/13

APPROVED AS TO FORM AND LEGALITY:



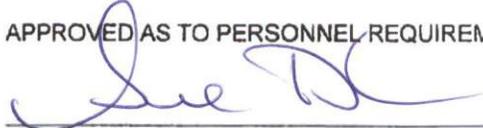
County Counsel

APPROVED AS TO ACCOUNTING FORM:



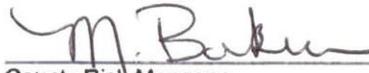
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS



County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND Inyo County Superintendent of Schools FOR THE PROVISION OF Extended Day Program SERVICES

TERM:

FROM: 07/01/13 TO: 06/30/14

SCOPE OF WORK:

In order to be in compliance with State mandated reporting requirements, all participants of the Inyo County Superintendent of Schools/Extended Day Program must be tracked as to the date they enter the Program and the date they complete the Program; their grade point average at the end of the first semester and at the end of the second semester. For any participant not completing the Program the report must reflect the reason(s) for non-completion.

The Inyo County Superintendent of Schools/Extended Day Program must submit reports containing the information listed above to the Inyo County Probation Department within thirty (30) days after the end of each semester.

Aide Services—Extending the School Day

The Juvenile Justice Grant allows the school to extend its day from four hours to a seven hour program. The grant helps to fund Belinda Tackett. Mrs. Tackett works as a full time teachers' aide. In the mornings, Mrs. Tackett works with the high school math classes, assisting with the California High School Exit Exam (CAHSEE). Most of the students at the Jill Kinmont Boothe School (JKBS) are in need of passing the CAHSEE and some of the older students, fresh out of Keith Bright School, transition skills to reenter the comprehensive high school. By assisting in these areas, she is helping to open up more opportunities for success for these students. As our middle school class has grown this past school year, Mrs. Tackett has become the afternoon aide for the younger students. She also helps prepare lunch and assists with supervising students during their lunch and break times.

School Uniforms—Focusing on Academics

The students at JKBS are required to wear uniforms to school which are funded by the Juvenile Justice grant. The school provides the students with 2 polo shirts and 1 sweatshirt. The students are expected to wear the uniform every day, failure to do so can result in disciplinary action. The theory behind the uniforms is that it will help foster professional dress and grooming practices as well as pride in their appearance. While the students are opposed to the uniforms, as expected, our hope is this will serve as motivation to return to their regular comprehensive high school where an open dress policy exists. Recently, we have added a washer and dryer on-campus because we find so many youth wearing the uniforms, jeans and tennis shoes which have not been washed in ages. Therefore, we teach students the process of washing their clothes. Furthermore, we often use the school showers to provide our homeless or disadvantaged youth a hot shower.

Closed Campus—Continuing Our Focus on Academics

JKBS is a closed campus. During previous school years there had been a problem with students using drugs/alcohol/tobacco during the school day. In order to eliminate this issue, students are not allowed to leave the grounds during the school day. Students are given a short 20 minute break to eat their lunch which provides an additional 25 minutes per day of instruction (85 hours over the course of the year).

**ATTACHMENT A
SCOPE OF WORK (Continued):**

Dial-a-Ride—Insuring School Attendance

Because JKBS does not have a traditional school bus, Inyo County Superintendent of Schools contracts with Eastern Sierra Transit to provide student transportation. Students who present their student identification card can ride to school and home each day from scheduled stops and at scheduled times. This is the only way many of our students are able to get to and from school. This service improves student attendance and is funded by the Juvenile Justice grant.

Drug Dogs—Insuring a Drug-free Campus

Beginning with the 2009/10 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. The students are put on notice that they can be effectively searched at any time and that JKBS does not tolerate drugs or alcohol on campus.

Greenhouse—Teaching Business Skills to At-Risk Youth

JKBS is fortunate to have a large greenhouse on campus. Students earn some of their science credits by participating in the greenhouse project. Twice a year the school holds a plant sale and invites the community. Students are responsible for cultivating the plants for sale. This project helps to promote a more positive image within the community and provides students practical business skills from marketing to creating a budget. The Juvenile Justice grant provided start-up funds to stock the greenhouse as future plant sales continue to provide on-going funds.

Breakfast and Lunch Program--- Insuring a Fed Brain

Many of the JKBS youth attend school without having breakfast. The Juvenile Justice grant provides foodstuffs for breakfasts every day--- hot oatmeal, and fruit juice. For those who are not able to bring a lunch (homeless or poverty stricken) we always keep a supply peanut butter and jelly sandwiches and milk on-hand.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools FOR THE PROVISION OF
Extended Day Program SERVICES**

TERM:

FROM: 07/01/13 TO: 06/30/14

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Extended Day Program SERVICES**

TERM:

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

Form W-9

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

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools
FOR THE PROVISION OF Extended Day Program SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
5

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

FROM: Probation Department – Juvenile Institutions

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Request approval of a contract between the County of Inyo and Dr. Keith Andersen for professional services.

DEPARTMENTAL RECOMMENDATION: Request Board to approve the contract between the County of Inyo and Dr. Keith Andersen of Bishop, California, to provide professional services to the Inyo County Probation Department – Juvenile Institutions, for the period July 1, 2013 – June 30, 2014, in an amount not to exceed \$50,000; and, authorize the Chairperson to sign contingent on the future adoption of the FY2013-2014 Budget and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Inyo County Probation applied for and received Youthful Offender Block Grant (YOBG) for Fiscal Year 2013-14. YOBG funding is “to be used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to youthful offenders”. Numerous projects were funded with YOBG monies, including \$50,000 to contract with a mental health provider to enhance mental health services at the Inyo County Juvenile Center. Specifically, the mental health provider would provide “medical” management, intake assessment/management, behavior management consultation, in-service training, and would conduct juvenile support and parent support groups. The YOBG Grant requires no match and “may be spent in other than the fiscal year in which the funds were allocated”.

Dr. Keith Andersen is able to provide these special services to the Inyo County Probation Department. Attached is the contract for your review. In summary, Dr. Andersen will be providing:

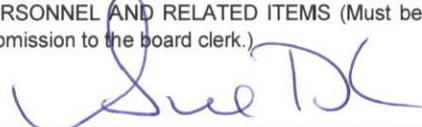
1. Medication Management – evaluate juveniles upon admission; when appropriate provide written referrals; and, provide written progress updates.
2. Intake for Psychotropic Medication Assessment / Management – identify mental health needs/concerns and provide information to the appropriate persons.
3. Behavior Management Consultation – provide consultation to Juvenile Center staff on an as needed basis regarding behavioral recommendations or behavior management issues.
4. Juvenile and Parent Support Groups – to conduct monthly support group meetings.
5. In-Service Training – provide Juvenile Center staff with basic behavior management techniques.

Dr. Andersen will provide professional services at the rate of \$100 per hour. Weekly billable hours shall not exceed 10 hours per week without the explicit permission of the Director of Juvenile Institutions. Travel time to and from the Juvenile Center will not be billed or reimbursable.

ALTERNATIVES: Your Board could choose not to approve the contract with Dr. Andersen; however, this is not recommend. Dr. Andersen is qualified to provide the special services needed; his offices are located in Bishop; and, YOBG funds will cover the cost of his services.

OTHER AGENCY INVOLVEMENT:

FINANCING: The Revenue and Expenditure will be budgeted in the Fiscal Year 2013-14 Juvenile Institutions Budget Unit 023100, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

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>5/10/2013</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>5/17/13</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>6/3/13</u>

DEPARTMENT HEAD SIGNATURE:  Date: 6/4/13
(Not to be signed until all approvals are received)

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

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

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or

intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not

assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or

county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Probation - Juvenile Institutions	Department
P. O. Box 306	Street
Independence, CA 93526-0306	City and State

Contractor:	
Dr. Keith Andersen	Name
P. O. Box 873	Street
Bishop, CA 93515-0873	City and State

26. ENTIRE AGREEMENT.

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

AGREEMENT BETWEEN COUNTY OF INYO
AND DR. KEITH ANDERSEN
FOR THE PROVISION OF PROFESSIONAL SERVICES

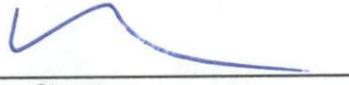
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____

Signature

Keith J Andersen
Type or Print Name

Dated: 050613

APPROVED AS TO FORM AND LEGALITY:

 _____

County Counsel

APPROVED AS TO ACCOUNTING FORM:

 _____

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

 _____

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

 _____

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. KEITH ANDERSEN
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

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

SCOPE OF WORK:

MEDICATION MANAGEMENT - Contractor will evaluate juveniles upon admission and when appropriate provide written referral for psychotropic medication evaluation to Inyo County Health and Human Services Department Psychiatrist, Inyo County Juvenile Probation Officer and Juvenile Center files. Contractor will evaluate all juveniles receiving psychotropic medications to determine efficacy and possible medication side effects and provide written progress updates to the Inyo County Health and Human Services Psychiatrist, Inyo County Juvenile Probation Officer and Juvenile Center files.

INTAKE ASSESSMENT/MANAGEMENT - Contractor to complete an Intake Assessment identifying the mental health needs/concerns of newly admitted juveniles and provide written information to the Judge assigned to juvenile matters with Inyo County Superior Court, Inyo County Juvenile Probation Department and Juvenile Center files. Intake Assessment information shall include information to assist the court with Detention Hearings, assist Juvenile Center staff in programming the juvenile, provide relevant information to the juvenile's probation officer and provide preliminary discharge recommendations.

BEHAVIOR MANAGEMENT CONSULTATION - Contractor will provide consultation to Juvenile Center staff on an as needed basis regarding behavioral recommendations for juveniles with a psychiatric diagnosis or behavior management issues.

JUVENILE SUPPORT GROUP - Contractor to conduct a Juvenile Support Group monthly. The goal of the program will be to provide discharged juveniles who are currently mandated to probation services with support, guidance and encouragement to satisfactorily complete their probation requirements and maintain behavioral gains and success achieved at the Juvenile Center.

PARENT SUPPORT GROUP - Contractor to conduct a Parent Support Group monthly. The goal of the program will be to provide parents with behavioral management techniques to assist in maintaining the juvenile's behavioral gains and success achieved at the Juvenile Center. Specific behavioral interventions will include teaching effective compliance procedures, positive reinforcement of the juvenile's appropriate behaviors and crisis intervention procedures.

IN-SERVICE TRAINING - Contractor will provide Juvenile Center staff with basic behavior management techniques to assist with behavioral programming of juveniles as requested by the Inyo County Director of Juvenile Institutions.

Weekly billable hours shall not exceed ten (10) hours per week without the explicit permission of the Deputy Director of Juvenile Institutions. All invoices shall show, in one-quarter (1/4) of an hour increments, the actual time spent in performing the described work. Travel time to and from the Juvenile Center will not be billed or reimbursable. Contractor shall maintain California Psychologist license, state required continuing medical education credits and liability insurance at own expense.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. KEITH ANDERSEN
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

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

FORM W-9

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

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. KEITH ANDERSEN
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 6

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2013-14 for Delinquency Prevention Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2013 to June 30, 2014 in an amount not to exceed \$31,840.00, and authorize the Chairperson to sign contingent on the future adoption of FY2013/2014 Budget and obtaining the appropriate signatures. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's FY2013-14 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2013-14 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

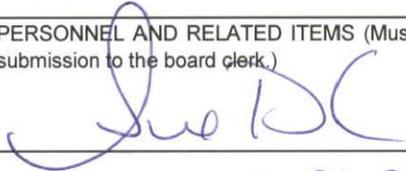
The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Revenue and Expenditure will be budgeted in the Fiscal Year 2013-14 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

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>5/24/13</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>6/3/13</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 6/4/13

Attachment: Contract No. 116

AGREEMENT BETWEEN COUNTY OF INYO
AND Healthy Communities of Southern Inyo County
FOR THE PROVISION OF Delinquency Prevention SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency Prevention services of Healthy Communities of So. Inyo of Independence, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$31,840.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Probation	Department
<u>P. O. Box T</u>	Street
<u>Independence, CA 93526</u>	City and State

Contractor:	
Healthy Communities of Southern Inyo County	Name
<u>P. O. Box 627</u>	Street
<u>Lone Pine, CA 93545-0627</u>	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Healthy Communities of Southern Inyo County
FOR THE PROVISION OF Delinquency Prevention **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

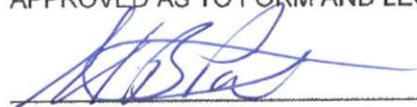
By: _____

Signature

Print or Type

Dated: 5-2-13

APPROVED AS TO FORM AND LEGALITY:



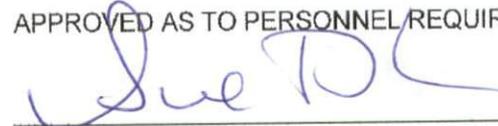
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Healthy Communities of Southern Inyo County FOR THE PROVISION OF
Delinquency Prevention SERVICES**

TERM:

FROM: 07/01/13 TO: 06/30/14

SCOPE OF WORK:

Contractor is to maintain the Healthy Communities Program Coordinator position to increase the number of youth who are served by the Program. The Program Coordinator shall function in full-time capacity for twelve (12) months of the contract period.

Healthy Communities Program Coordinator must;

- Function as a full-time (40 hours/week) position.

The Healthy Communities Program Coordinator may also;

Create and schedule Healthy Communities events, supervise program assistants and volunteers in carrying out Healthy Communities events, run events in the absence of program assistants or volunteers; work with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; work to increase the number of youths served by Healthy Communities; establish partnerships with other organizations having the same goals and work with them to better serve the community; maintain Healthy Communities program budget and coordinate program fund raising through donations, grants and other revenue generating activities; act as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinate publicity for events; report to the Healthy Communities Board on all aspects of Healthy Communities programs; run monthly Healthy Communities meetings and keeps meeting minutes.

In order to be in compliance with State mandated reporting requirements, this coordinator must report the Participant's name, age, gender and the event attended by the Participant to the Inyo County Probation Department on a quarterly basis.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Healthy Communities of Southern Inyo County FOR THE PROVISION OF
Delinquency Prevention SERVICES**

TERM:

FROM: 07/01/13 TO: 06/30/14

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Thirty-one Thousand Eight Hundred Forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of youth served by the program and the number of months during the contract period that the program coordinator functioned as a full-time position. The program coordinator shall have full-time duties for twelve (12) months of the contract period for the Contractor to qualify for the full fee of the estimated Thirty-one Thousand Eight Hundred Forty and No/100 Dollars (\$31,840.00). If the program coordinator does not serve in full-time capacity for twelve (12) months during the contract period, the Contractor shall reimburse the County in proportion to the portion of the twelve (12) month period during which the position was not a full-time position.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Healthy Communities of Southern Inyo County
FOR THE PROVISION OF Delinquency Prevention SERVICES**

TERM:

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

Form W-9

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

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Healthy Communities of Southern Inyo County
FOR THE PROVISION OF Delinquency Prevention SERVICES**

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
7

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

FROM: Road Department

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Agreement for 2012/2013 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Funds

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the 2012/2013 Federal Apportionment Exchange Program and State Match Program Agreement, Agreement No. X13-5948(082), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not to exceed \$773,353; and
2. Authorize the Chairperson of the Board of Supervisors to sign the Agreement.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) funds provided under the "Moving Ahead for Progress in the 21st Century" (MAP-21) for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State Matching moneys from the State Highway Account to counties choosing to exchange their Federal funds. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County roads.

In order to streamline the exchange of funds, Caltrans now offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance. The signed agreement must be returned to Caltrans by June 28, 2013 to avoid a delay in receipt of funds.

Annually, this agreement is usually received during the fourth quarter of the current year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will be budgeting the 2012/2013 funds for expenditure during the 13/14 fiscal year and anticipates that the funds for the 13/14 fiscal year will similarly be received and budgeted during FY 14/15.

ALTERNATIVES:

The only alternative would be to not approve the Agreement or authorize execution of the Agreement. This is not recommended since these funds are a primary source of funding for the Road Department and they are essential to continue with necessary road work and maintenance.

OTHER AGENCY INVOLVEMENT:

Caltrans will process the Agreement and make payment of the funds.
County Counsel and the Auditor's Office have reviewed the agreement.

FINANCING:

These funds will be budgeted in the FY 13/14 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program 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>6/12/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>6/12/13</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: _____	Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-12-13

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



File : 09-INY-0-CR
X13-5948(082)
2012/2013 Exchange and State
Match Program

June 6, 2013

Mr. Doug Wilson
Director of Public Works (Interim)
Inyo County
P.O. Drawer Q
Independence, CA 93526

Subject: Optional Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2012/2013

Dear Mr. Wilson:

This letter serves to notify you of the opportunity to participate in the Optional RSTP Federal Exchange and State Match Program for FY 2012/2013.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2013. The exchanged amount is based on your FFY 2012 apportionment including adjustments made to prior year RSTP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact HQ Local Assistance at (916) 653-6220 no later than June 14, 2013.

*Sign both copies of this agreement and return them by June 28, 2013 to Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001. If the agreement is not received by this date, it may cause a delay in getting the funds to you.

*When we receive your signed agreements they will be executed and one original will be returned to your agency. Once you receive the executed agreement, forward your invoice directly to the District Local Assistance Office.

By copy of this letter, your Regional Transportation Planning Agency (RTPA) is being informed of our intentions to directly exchange RSTP funds with the County. The RTPA should contact us only if they do not wish for the County to participate in the program. The County will be notified by my Office if the RTPA disagrees with the direct exchange.

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact me at (916) 653-6220 if you have any questions.

A handwritten signature in blue ink that reads "Patrick Louie".

for JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: Regional Transportation Planning Agency
OLP AE Project Files

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
 CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 INYO
 District County

Agreement No. X13-5948(082)
 AMS Adv ID:0913000063

THIS AGREEMENT is made on _____, by the COUNTY of INYO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2012/2013

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

B. (DELETED)

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
<i>Hankinyuan</i>	Accounting Officer	Date <i>5-23-13</i> \$ <i>773,353</i>

C. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2012/13.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1) Except as otherwise provided herein, the COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, COUNTY shall not be required to comply with 49 CFR, Part 18.36(i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

2) COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3) Any Fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

I. SINGLE AUDIT

COUNTY agrees to include all State and federal funded projects in the schedule of projects to be examined in COUNTY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF INYO

Office of Project Implementation
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 8
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- Consent Departmental Correspondence Action
 Public Hearing Schedule time for Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Approval of Tract Map No. 248 / Right of Way Dedication along Tuttle Creek Road and Indian Springs Road, Accept or Decline

DEPARTMENTAL RECOMMENDATIONS:

Approve Tract Map No. 248.
Accept the offer of a right-of-way dedication along Tuttle Creek Road.
Accept the offer of a right-of-way dedication along Indian Springs Road.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tentative Tract Map No. 248 was conditionally approved December 10, 2010 at the meeting of the Inyo County Supervisors. The map is a request by Scott Kemp to divide one parcel into 13 and a remainder. One of the 13 parcels, Lot A, has been offered to the Lone Pine Fire District for fire suppression purposes. The property is located west of Lone Pine in the Alabama Hills area adjacent to Indian Springs Road and Tuttle Creek Road.

Board Resolution No. 2010-54 approved the amendment of the General Plan as follows:

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo, State of California, does hereby approve General Plan Amendment No. 2010-04/KEMP. The General Plan designations for Lots 1-12 are changed to Residential Rural Medium (RRM) density, 2.5-acre minimum lot size, as described in Attachment A to this resolution: the General Plan designation for Lot A is changed to Public (P) as described in Attachment A; the General Plan designation for the Remainder parcel will remain Agriculture (A). General Plan Amendment No. 2010-04/KEMP shall not take effect for thirty days after the date of this Resolution.

Board Ordinance No. 1160 amended the Zoning Map of the County of Inyo as follows:

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on Lots 1-12 as described in Attachment A to this Ordinance is changed to Rural Residential, 2.5-acre minimum lot size (RR-2.5), and the zoning on Lot A as described in Attachment A to this Ordinance is changed to Public (P), and the zoning on the Remainder parcel as described in Attachment A to the Ordinance remains as Open Space, 40-acre minimum (OS-40).

THE ZONING FOR THE PARCELS ARE AS FOLLOWS:

Lots 1-12

RR-2.5 – Rural Residential, 2.5-acre (RR-2.5)

Lot A

Public (P)

The Offer of Dedication is for a portion of Tuttle Creek Road and Indian Springs Road, which is currently maintained by the County and acceptance will not affect the current access/maintenance. Inyo County requested the “variable width” right-of-way (ROW) dedication on these roads for clear right-of-way location so maintenance and any future construction can be completed. If the County were not to accept this Offer of Dedication, continued maintenance and construction could be challenging due to current right-of-way uncertainties north and west of this project. Since this will benefit the County, it is recommended that your Board accept this Offer of Dedication.

Lot A has been offered to the Lone Pine Fire Department at this time which offer was accepted by the District Board.

The Final Parcel Map has been reviewed by Public Works staff and the County Surveyor and has been found to conform to all requirements. The required conditions of approval have been met.

ALTERNATIVES:

Section 66458 of the Government Code states that the legislative body shall, at the meeting it receives the map or, at the next regular meeting after the meeting at which it receives the map, approve the map if it conforms to the Subdivision Map Act and also conforms to the local subdivision ordinance. If the map does not conform, the legislative body shall disapprove the map. Further, if the legislative body does not approve or disapprove the map within the prescribed time, or any authorized extension of time, and the map conforms to all requirements, the map shall be deemed approved. With that said, your Board may:

1. Not approve the map at this time and approve the map at the next regular meeting.
2. Not approve the map and allow it to be deemed approved. This is not recommended because the map conforms to the Planning Commission and Planning Department requirements.

OTHER AGENCY INVOLVEMENT:

Planning Department and the Planning Commission for review of the Tentative Map.

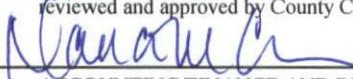
Board of Supervisors for resolution No. 2010-54 and Ordinance No. 1160

County Surveyor

County Counsel for review of this Agenda item.

FINANCING:

Time to prepare the ARF and review the maps and documents.

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>10/4/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ N/A _____ 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: _____ N/A _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: Public Works

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Implementation of temporary no parking zones.

DEPARTMENTAL RECOMMENDATION:

The Public Works Department respectfully requests your Board implement temporary no parking zones for the north and south shoulders of East Line Street/Poleta Road beginning at the Bishop Creek Canal and terminating approximately one half mile east of Airport Road. Additionally, the east and west shoulders of North Airport Road from the intersection of East Line Street/Poleta Road to approximately one quarter mile north from 12:00 noon through 10:00 p.m. July 4th, 2013.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The City of Bishop and the Bishop Volunteer Fire Department have sponsored a Fourth of July fireworks display at the Bishop Airport for many years. Through the years the number of people viewing the display while parked on the shoulders of the nearby roads has increased safety concerns. Many spectators will park in the shoulder of these roads, using the shoulder to as essentially a parking area from which to watch and enjoy the fireworks, as the property adjacent to these roads are undeveloped and not suitable for spectators to set up chairs and other items used to enjoy the fireworks display. The increase in traffic on these roads coupled with the numbers of people using the shoulder creates a significant traffic hazard. Prohibiting parking along these roads will remove the safety concern and direct spectators onto the airport grounds where they can watch the fireworks without impeding traffic along County roads. The proposed closures would remain in effect from 12:00 noon through 10:00 p.m. July 4th, 2013. The City of Bishop/Volunteer Fire Department will post the required signs and the California Highway Patrol and Inyo County Sheriff's Department have indicated they will provide enforcement and patrol.

ALTERNATIVES:

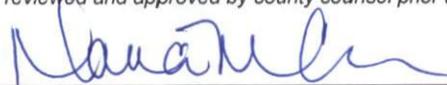
The Board could choose to not implement the proposed closures and the shoulders would remain open for the identified time period. This is not recommended due to the increased safety hazards.

FINANCING:

OTHER AGENCY INVOLVEMENT:

The City of Bishop, The Bishop Volunteer Fire Department, The California Highway Patrol and The Inyo County Sheriff's Department.

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>6/11/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>N/A</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>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-11-13



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

10

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Award of the Construction Contract for the HVAC Upgrade Project at the Inyo County Water Department Building, Independence, CA.

DEPARTMENTAL RECOMMENDATIONS:

1. Award the Construction Contract for the project to Bishop Heating and Air Conditioning, Inc. of Bishop, California in the amount of \$167,596.48;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures; and,
3. Authorize the interim public works director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the May 7, 2013 Board meeting, the Department of Public Works received authorization from your Board to advertise and bid the HVAC Upgrade Project for the Inyo County Water Department Building, located in Independence. This project consists of replacing outdated and inefficient heaters and evaporative cooler equipment with a high efficiency heat pump system that will provide greatly improved building heating and cooling. This system also provides individual controls for the various building spaces and office areas within the existing building. The project includes the purchase and installation of a high efficiency electric heat pump system and sixteen (16) individual building space air handler units, and electrical panel replacement for the building's electrical power service. This type of "HVAC split system" design was chosen because: a) this type of system would minimize visual impacts caused by retrofitting an HVAC system to the existing building's interior; b) this system is a high efficiency heat pump system capable of individual office space(s) heating and cooling controls; and, c) this system is expandable and can be modified to accommodate various future building office space configurations.

One (1) bid was received by the Assistant Board Clerk's office and opened on May 29, 2013. This bid was reviewed by County Counsel's office and found to be responsive to the bid documents. The bid was from Bishop Heating and Air Conditioning, Inc., in the amount of \$167,596.48. Bishop Heating and Air Conditioning is located in Bishop, CA, and is also currently certified as a California State Certified Small Business. Even though the bid amount is \$167,596.48, or 19.7% higher than the Engineer's estimate of \$140,000, Public Works currently has budgeted \$170,000 for this project. Therefore, Public Works is recommending that the Board award the Construction Contract to Bishop Heating and Air Conditioning, Inc., in a total contract amount of \$167,596.48.

ALTERNATIVES:

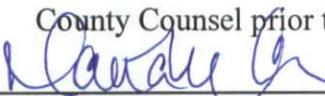
The Board could choose not to approve the construction contract for the HVAC Upgrade Project. This is not recommended as funding is currently available for this project.

OTHER DEPARTMENT/AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans, specifications, and bid packages;
The auditor's office to make payments to the contractor after the contract is awarded; and,
County Counsel to review and approve the Contract documents.

FINANCING:

The funds for this project are in the current Public Works Deferred Maintenance Budget 011501, Object Code 5640 – Structures and Improvements.

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>6/10/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/13/13</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>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-13-13



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: Closed Session Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECTS: Amendment No. Three to contract between the County of Inyo and PCR Services Corporation, for the provision of environmental review and processing services for the Environmental Impact Report for the Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant project.

DEPARTMENTAL RECOMMENDATION: Request that the Board approve Amendment No. Three to the contract between the County of Inyo and PCR Services Corporation to extend the contract termination date from June 30, 2013 to December 31, 2013, contingent on obtaining the appropriate signatures and contingent upon the Board's adoption of Fiscal Year 2013-2014 budget.

SUMMARY DISCUSSION: On February 22, 2011, the Board entered into a contract with PCR Services Corporation to produce an Environmental Impact Report (EIR) for the Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant project. On February 7, 2012, the Board approved Amendment No. One to the Contract between County of Inyo and PCR to increase the amount payable under the Agreement and augment the scope of work. On January 22, 2013, the Board approved Amendment No. Two to the Contract between County of Inyo and PCR to increase the amount payable under the Agreement, extend the contract term limit, and augment the scope of work.

Since the amendment in January 2013, a lawsuit has been filed against the County on the validity of the Environmental Impact Report (EIR). Due to the possibility of additional work needing to be done with regards to the EIR, it is prudent to extend the contract to December 31, 2013.

ALTERNATIVES: The Board could choose not to approve and ratify the proposed amendments. This is not recommended, as the services of PCR were and are necessary in order for the County to continue processing the application from CG Roxane LLC.

OTHER AGENCY INVOLVEMENT: None directly.

FINANCING: Reimbursement for the costs of the Crystal Geyser Cabin Bar Ranch Water Bottling Plant project Environmental Impact Report (EIR) will continue to be provided by initial, and subsequent, deposits from the C.G. Roxane, LLC which are held in trust (C.G. Cabin Bar, 503811).

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>6/10/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/10/13</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: _____ Date _____
---------------------	---

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



Date: 6-12-13

Attachments:

- 1.) Proposed Contract Amendment with PCR Services
- 2.) Contract with PCR Services
- 3.) Contract Amendment No. One (PCR Services)
- 4.) Contract Amendment No. Two (PCR Services)

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
PCR SERVICES CORPORATION
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PCR Services Corporation (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated February 22, 2011 on County of Inyo Standard Contract No. 156 for the term from March 1, 2011 to March 1, 2013.

WHEREAS, by Contract Amendment One, dated February 7, 2012, the County and Contractor amended said Agreement to increase the amount payable under the Agreement to \$239,822 and augment the Scope of Work for biological, historic, and archaeological resources, data collection, and meetings and management.

WHEREAS, by Contract Amendment Two, dated January 22, 2013, the County and Contractor amended said Agreement to increase the amount payable under the Agreement to \$365,491, extend the contract term to June 30, 2013, and augment the Scope of Work to reflect the effort to complete the draft and final EIRs.

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

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

County and Contractor hereby amend such Agreement, Amendment Three, as follows:

Revise Section 2 (Term) of the Agreement to extend the termination date of the Agreement to December 31, 2013.

AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
PCR SERVICES CORPORATION
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING
SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: _____
Vice President/Director, PCR Services Corp.

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Planning and Water Departments

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Amendment No. Four to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc.

DEPARTMENTAL RECOMMENDATION: Request the Board approve Amendment No. Four to the contract between County of Inyo and Daniel B. Stephens & Associates, Inc. (DBSA) to (1) extend the contract term to December 31, 2013 for the provision of hydrologic analysis services and (2) amend Attachment B (Schedule of Fees) to reflect the DBSA 2013 Standard Schedule of Fees, and authorize the Chairperson to sign, contingent upon obtaining the appropriate signatures and adoption of future budgets.

SUMMARY DISCUSSION: On March 11, 2009 the Inyo County Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which provides a mechanism to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts. Subsequently, an appeal was filed and the Board upheld the Planning Commission's decision on May 6, 2009.

As required by the CUP, EIR, and HMMP, the Water Department issued an Addendum to the HMMP on April 1, 2011, which describes the baseline groundwater levels and the changes to the groundwater level triggers, pumping rate, and duration of pumping approved by the Water Department. Mr. Thomas Schneider appealed the Water Department's issuance of the HMMP Addendum to the Planning Commission. On June 1, 2011 the Inyo County Planning Commission denied Mr. Schneider's appeal. Mr. Schneider then appealed the Planning Commission's denial to the Board of Supervisors. On July 19, 2011 the Board of Supervisors upheld the Planning Commission's decision to deny Mr. Schneider's appeal, thus keeping in place the Water Department's Addendum to the HMMP.

When DBSA completed its work supporting the HMMP Addendum, it recommended that the groundwater model's predictions should be reexamined after a further period of groundwater pumping and data collection, and at the discretion of the Water Department staff, the model should be recalibrated and revised as indicated by the most recent data. The HMMP Addendum allows a relatively high rate of pumping (4,839 acre-feet per year) for a relatively short period of time (2.7 years), so the most efficacious time to consider revisions to the model would be during the next year.

On November 20, 2010, the Board approved Amendment No. One to the contract between County of Inyo and DBSA which amended the schedule of fees to reflect the contract limit and not a task limit. On April 5, 2011, the Board approved Amendment No. Two to the contract between County of Inyo and DBSA to amend the contract term to April 15, 2012 and to increase the amount payable under the agreement to fund

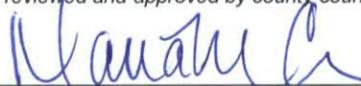
necessary hydrologic analysis as required by mitigation measures established in the CUP and Environmental Impact Report. On April 10, 2012, the Board approved Amendment No. Three to the contract between County of Inyo and DBSA to amend the contract term to June 30, 2013

ALTERNATIVES:

The Board could not approve the amendment. This is not recommended as 1) to fulfill the commitments of the HMMP, staff needs the option of having further work done on the model; and 2) the Coso Operating Company, LLC and the Inyo County Water Department are satisfied with the work and cost of the modeling work completed by Daniel B Stephens And Associates.

OTHER AGENCY INVOLVEMENT: Coso Operating Company, LLC, Daniel B. Stephens & Associates, County Counsel

FINANCING: Financing will continue to be provided by deposit from the Coso Operating Company, LLC (Coso Monitoring & Mitigation Fund Balance, 503823). \$30,969.50 remains on the Contract with DBS&A for the provisions of hydrologic analysis services, which will cover all costs associated with this amendment. Work on tasks in accordance with this amendment will take place in FY 2013-2014, and will be contingent upon your Boards approval of the FY 2013-2014 Budget. It is not necessary to amend the Planning budget (023800), Water Department (024102) or County Counsel budget (010700) for FY 2012-2013.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>6/10/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>6/10/13</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: _____ Date _____

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

 Date: 6-12-13

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

 Date: 6/12/13

Attachments

- 1 – Proposed Contract Amendment (DBSA)
- 2 – Contract with DBSA
- 3 – Contract Amendment No. One (DBSA)
- 4 – Contract Amendment No. Two (DBSA)
- 5 – Contract Amendment No. Three (DBSA)

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES INC.
FOR THE PROVISION OF HYDROLOGIC ANALYSIS
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of hydrologic analysis services dated April 20, 2010 on County of Inyo Standard Contract No. 156 for the term from April 15, 2010 to April 15, 2011.

WHEREAS, by contract Amendment One, dated November 30, 2010, the County and Contractor have amended the schedule of fees to indicate that fees will be paid by the hour not to exceed the Limit Upon Amount Payable under Agreement.

WHEREAS, by contract Amendment Two, dated April 5, 2011, the County and Contractor have extended the contract term to April 15, 2012, increased the amount payable under the agreement to \$165,129.64, and added tasks to the scope of work.

WHEREAS, by contract Amendment Three, dated April 10, 2012, the County and Contractor have extended the contract term to June 30, 2013.

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

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

County and Contractor hereby amend such Agreement, Amendment Four, as follows:

Revise Section 2 (Term) to extend the contract term to December 31, 2013.

Amend Attachment B (Schedule of Fees) to reflect the Daniel B. Stephens & Associates 2013 Standard Schedule of Fees (Attachment A)

**AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES INC.
FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES**

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

COUNTY

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



Daniel B. Stephens & Associates, Inc.

Standard Schedule of Fees
 (Effective January 1, 2013 through December 31, 2013)
Confidential

Professional Services

Principal.....	\$200.00/hour
Senior Technical Specialist.....	\$185.00/hour
Technical Specialist.....	\$170.00/hour
Senior Engineer/Scientist II.....	\$150.00/hour
Senior Engineer/Scientist I.....	\$140.00/hour
Project Engineer/Scientist.....	\$120.00/hour
Staff Engineer/Scientist III.....	\$115.00/hour
Staff Engineer/Scientist II.....	\$105.00/hour
Staff Engineer/Scientist I/Sr. Lab Technician.....	\$95.00/hour
Biologist III.....	\$100.00/hour
Biologist II.....	\$88.00/hour
Biologist I.....	\$85.00/hour
Field/Lab Technician.....	\$80.00/hour
Senior Graphics Designer.....	\$105.00/hour
Senior CAD Technician.....	\$95.00/hour
GIS Analyst/Database Analyst.....	\$105.00/hour
GIS/IS Technician.....	\$88.00/hour
Senior Technical Editor.....	\$95.00/hour
Technical Editor.....	\$85.00/hour
Senior Professional.....	\$135.00/hour
Project Assistant.....	\$78.00/hour
Assistant/Professional.....	\$70.00/hour
Assistant Technician.....	\$58.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle.....	Prevailing IRS rates
Company vehicle	
Daily rate.....	\$90/day + actual gas cost
Half day rate.....	\$45/half day + actual gas cost
Mileage.....	Prevailing IRS rates
Subcontractors/temporary service personnel.....	Actual cost plus 10%
Computers and communications.....	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors).....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials
Misc. field equipment and supplies.....	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Amendment No. 1 to the Contract between Jerome Braun, Ph.D. and the County of Inyo for statistical consulting services

DEPARTMENTAL RECOMMENDATION: Request Board approve Amendment No. 1 to the Contract between the County of Inyo and Jerome Braun, Ph.D. for statistical consulting services, increasing the contract by \$5,000 in an amount not to exceed \$15,000 and authorize the chairperson to sign, contingent upon the appropriate signatures being obtained.

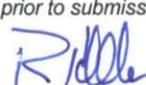
SUMMARY DISCUSSION: The added time requested for statistical programming services will support the completion of a statistical analysis workflow for the line-point transect vegetation data. The workflow is developed in the R statistical programming language and the added funding will facilitate completion of the necessary documentation relevant to reuse the workflow-tool in subsequent annual analyses.

ALTERNATIVES: The Board could decide not to approve the request.

OTHER AGENCY INVOLVEMENT:

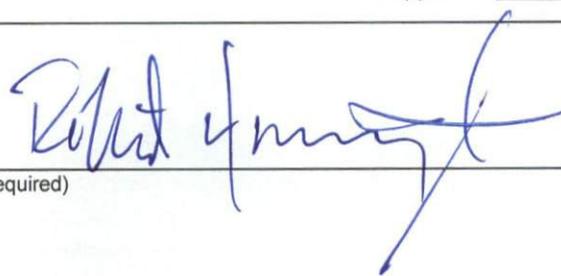
FINANCING: The Water Department has sufficient funds in the 2012-13 budget. (024102 – Water Department, 5265 – Professional Services).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>6-3-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>YES</u> Date <u>6/2/13</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 5/24/13

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
JEROME BRAUN, Ph.D
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
JEROME BRAUN, Ph.D, of _____
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated March 1, 2013, on County of Inyo Standard
Contract No. 118, for the term from March 1, 2013 to June 30, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend the first line of Section 3.D. (limit upon amount payable under agreement) to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this agreement,
including travel and per diem expenses, if any, shall not exceed (\$15,000) fifteen thousand and 00/100 dollars.

The effective date of this Amendment to the Agreement is March 1, 2013.

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

AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
JEROME BRAUN, Ph.D
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Tom Lanshaw, Assessor

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Approval of Mineral Appraisal Services contract with Harold W. Bertholf Inc.

DEPARTMENTAL RECOMMENDATION:

1) Request Board approve the contract between the County of Inyo and Harold W. Bertholf Inc. for Mineral Appraisal Services, for the period of July 1, 2013 to June 30, 2016 in an amount not to exceed \$401,820.00, Subject to adoption of future budgets, 2) waive the requirements for Error and Omissions Insurance, and 3) authorize the chairman to sign contingent upon the appropriate signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is for the provision of appraisals on five operating mineral properties in Inyo County including the Coso geothermal projects. These are highly technical appraisals and the expertise does not exist in the assessor office to collect comparable sales, determine reserves, pricing, expenses and project future earnings. Due to the magnitude of the annual appraisals and the number and complexity of issues involved, the Assessor has concluded it would be prudent for the County to retain expert appraisers to value these properties.

The requirements for error and Omissions Insurance are not required as the work entails making an opinion of value within the Proposition 13 framework. The taxpayer has a legal right to both a quasi-judicial proceeding, as well as a Superior Court review, of any value placed on the roll prior to it becoming final.

ALTERNATIVES:

Your Board could choose to not approve this contract and use the existing staff of the Assessor's office to make the appraisals. This is not recommended as the office does not have the expertise. Your board could also require the Error and Omissions Insurance be purchased by the contractor, which is not recommended as the cost of insurance would be added to the contract and is not required for this type of work.

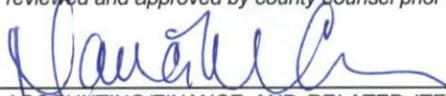
OTHER AGENCY INVOLVEMENT:

County Counsel standard contract.

FINANCING:

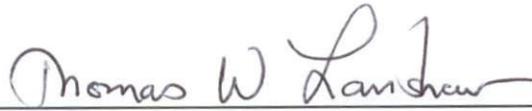
Budget 010600 object 5265 (Professional and Special Service), contingent upon Board adoption of future budgets.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/11/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>YES</u> Date <u>6/13/13</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: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 6-12-13

**AGREEMENT BETWEEN COUNTY OF INYO
AND HAROLD W. BERTHOLF, INC.
FOR THE PROVISION OF MINERAL APPRAISAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Mineral Appraisal services of HAROLD W. BERTHOLF, INC. of SACRAMENTO, CALIFORNIA (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2013 to June 30, 2016, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Consultant the sum of Ten Thousand Six Hundred Twenty and no/100 Dollars (\$10,620.00) per month for performance of all the services and completion of all of the work described in Attachment A on a monthly basis.

B. Travel and per diem. County shall reimburse Consultant for the travel, incidental, and per diem expenses, if any, which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel, incidental, or per diem expenses. Requests by Consultant for approval to incur such expenses shall be submitted to THOMAS W. LANSBROW, whose title is: INYO COUNTY ASSESSOR. Travel, incidental, and per diem expenses will only be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment B). County reserves the right to deny reimbursement to Consultant for any travel, incidental, or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment B or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant

shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including those for travel, incidental, and per diem expenses, if any, shall not exceed \$401,820.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel, per diem, or incidentals, which is in excess of the contract limit, and, likewise, Consultant shall not be required to provide any services to the County hereunder once the "contract limit" has been paid to Consultant.

E. Billing and payment. Consultant shall submit to the County, once a month, a statement of all services and work performed by Consultant pursuant to this Agreement. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and generally describe the nature of the services and work which were performed by Consultant during the preceding month. Consultant's statement to the County will also include an itemization of any travel, incidental, or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month. Failure of Consultant to timely submit an itemized statement shall not affect Consultant's right to payment by County for services rendered.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultants when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment **A** must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County . Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or

are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS.

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

9. STATUS OF CONSULTANT.

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

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

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

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

D. Notwithstanding this paragraph 9, County designates Consultant, its agents, officers and employees as agents of the County for the sole and limited purpose of facilitating Consultant's access to, and review of, confidential taxpayer information and records necessary for Consultant to perform the duties described in Attachment A. However, all work papers, records, forms, calculations, appraisals and data collected by Consultant shall become the property of County and shall be retained in the Assessor's office; removal of any and all such records and data from the Assessor's office shall only be on the specific approval of the Assessor. Consultant agrees that all property statements, records, data collected, and other information are to be held confidential, and Consultant shall comply with the provisions of Section 408, California Revenue and Taxation Code, as more fully described in paragraph 17.

10. DEFENSE AND INDEMNIFICATION.

Consultant shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Consultant, or Consultant's agents, officers, or employees. Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability,

expense, or other costs which is caused in whole or in part by any act or omission of the Consultant, its agents, employees, suppliers, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records in accordance with Section 674 of the Revenue and Taxation Code as more fully described in paragraph 18. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

Consultant shall maintain the confidentiality of all records, information, and data in any form or description related to any assessee that is obtained in performance of this Agreement, in accordance with the provisions of Sections 408, 451, 481, and 674 of the Revenue and Taxation Code. Consultant shall provide all appraisal services, advice, and representation under this Agreement exclusively to the Inyo County Assessor. All records, information, and data obtained by Consultant in the performance of this Agreement shall become the property of the County and shall be retained by the Office of the Inyo County Assessor. The Consultant shall take all necessary steps to protect the confidentiality of all records, data, and information relating to the assessee and made available to the Consultant in order to perform this Agreement, and shall not disclose or make accessible to any person or entity other than the Inyo County Assessor any such records, data or information.

Consultant shall execute this protection and purge all confidential information by doing all of the following:

- A. Making all requests for information and records from a taxpayer through the Inyo County Assessor.
- B. Never showing, discussing, or providing appraisal data or taxpayer information or records in Consultant's possession to anyone other than the Inyo County Assessor or his designee.
- C. Purging and returning to the Inyo County Assessor all information contained in, or derived from, the assessee's confidential information and records (whether electronically stored, provided by the Inyo County Assessor, or obtained from the taxpayer) within 90 days after the conclusion, termination, or non-renewal of this Agreement.

- D. Upon expiration or termination of this Agreement, providing a written declaration, executed under the penalty of perjury, to the Inyo County Assessor stating that the Consultant has complied with the confidentiality of provision of this Agreement.

The failure of Consultant to abide by and perform these confidentiality requirements may be considered a material breach of this Agreement and may be cause for termination of this Agreement pursuant to paragraph sixteen (16) above.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. ATTORNEY'S FEES.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo:
ASSESSOR Department
PO Box J Address
INDEPENDENCE CA 93526 City and State

Consultant:
HAROLD W BERTHOLF, INC Name
1601 EXECUTIVE COURT, STE 1 Address
SACRAMENTO CA 95864 City and State

25. ENTIRE AGREEMENT.

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

AGREEMENT BETWEEN COUNTY OF INYO
AND HAROLD W BERTHOLE, INC
FOR THE PROVISION OF MINERAL APPRAISAL SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____
Signature

Type or Print Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HAROLD W. BERTHOLF, INC.
FOR THE PROVISION OF MINERAL APPRAISAL SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2016

SCOPE OF WORK:

1. Appraise the mineral rights and associated improvements of those properties listed below at fair market value. Contractor shall, as part of the appraisal procedure, independently and thoroughly review each property's reserves, production capability, operating costs and other pertinent data relevant to such appraisal.
2. Based upon the reserves and value determination, contractor shall make a State Constitution Article XIII-A (Proposition 13) value calculation to ascertain the taxable value of these properties.
3. Submit to the County Assessor, on or before June 30, 2014, 2015, and 2016 the annual taxable values for those properties appraised.
4. In accordance with paragraph 11 of the standard county contract, maintain for the county complete appraisal files for each property appraised. The appraisal files shall include all basic data collected, notes, worksheets, maps, etc., used in calculating reserves and values.
5. Cooperate with the California Assessor's Association Advisory Committee regarding the Geothermal, Mineral and Energy Property Joint Sales Study.
6. The properties to be appraised by Contractor pursuant to this proposal are:

<u>Company</u>	<u>Mineral</u>	<u>Location</u>
Coso Geothermal Projects (3)	Three 80 MW Geothermal Power Plants	China Lake NWS
U.S. Borax-Owens Lake	Trona	Owens Lake
Pacific Custom Materials	Pumice	Olancha
ProTech Minerals	Bentonite	Tecopa
Twin Mountain Rock	Cinders	Little Lake

In the event the Inyo County Assessor desires the services and assistance of Contractor in defense of any appeal by a taxpayer involving any appraisal made by Contractor, or in response to a "sample" proceeding by the State Board of Equalization concerning any such appraisal, the parties shall either amend this Agreement or negotiate and enter into a separate agreement to govern the provision of such services and assistance.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HAROLD W. BERTHOLF, INC.
FOR THE PROVISION OF MINERAL APPRAISAL SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

In accordance with paragraph 3.B. (Travel and Per Diem), County shall reimburse Contractor for travel and per diem which Contractor incurs in providing the services and work described in Attachment A in the same amount and to the same extent as County reimburses its permanent status employees for such expenses; said travel and per diem amounts shall be calculated based on Contractor's home office location in Sacramento, California. Incidental expenses shall be reimbursed at Contractor's actual cost. In no event, however, shall County reimburse Contractor in excess of \$6,500.00 per fiscal year (July 1 – June 30) of the term of this Agreement for travel and/or incidental and/or per diem expenses incurred by Contractor in providing the services and work described in Attachment A.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND HAROLD W BERTHOLF, INC
FOR THE PROVISION OF MINERAL APPRAISAL SERVICES

TERM:

FROM: JULY 1, 2013 TO: JUNE 30, 2016

FORM W-9

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

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND HAROLD W. BERTHOLF, INC.
FOR THE PROVISION OF MINERAL APPRAISAL SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2016

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Request to hire one full time Health & Human Services Specialist

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of one full time Health & Human Services Specialist exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one full time Health & Human Services Specialist at Range 53 (\$2,779 - \$3,380).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A longtime employee of the Health & Human Services Public Health division retired in May 2013. The position that was vacated is a Health & Human Services (HHS) Specialist that functions in multiple capacities in the delivery of services to the public as they present to Public Health. This essential position greets the public in person or via telephone and performs the initial client assessment interviews, identifying and facilitating the appropriate services to the client based on financial eligibility and client needs. In addition this position assists the nurses with patient case management and functions as a medical aide in the clinical setting along with providing clerical case management by the entry of client information into a computer data base. This key support staff position participates in multiple community events ranging from outreach vaccination clinics to health promotion activities. The HHS Specialist also provides bi-lingual interpretation for Spanish speaking clients.

The impact of the vacancy of this position is of even greater significance coupled with the long term absence since February 2013 of another public health division HHS Specialist due to illness.

ALTERNATIVES:

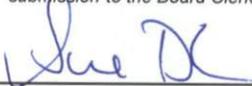
The Board could choose to not approve the recruitment and hiring of a full time HHS Specialist, however this vacancy leaves the Public Health Division unable to continue to deliver care at our current level as this is an essential role in processing clients into care and services.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Federal and Health Realignment funding. This position is budgeted 80% in Health (045100) and 20% in MCAH (641612), in the salaries and benefits object codes. No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>5/30/13</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>5/28/13</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: 6-3-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 18, 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 list as endangered and 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.

Comments regarding the proposed rules are due by June 24, 2013. The Board authorized correspondence to the USFWS on June 8, 2013 expressing concern about the proposals and requesting either a 60-day extension to the comment period or a public hearing. The Board also directed staff investigate the issues further and explore the potential of preparing a socioeconomic analysis. No response from USFWS has been received in response to the County's June 8 correspondence yet, but staff has discussed the overall issues with USFWS staff, which has indicated that additional opportunities for comment will be provided throughout the rule-making process over the next year or so, such as for any public meetings and/or hearings, or for the required economic analysis. Due to the impending preliminary deadline for comment, staff is working with Gruen + Gruen Associates (GGA) on a preliminary socioeconomic analysis, and is preparing draft correspondence for the Board's consideration, which will be provided under separate cover. Staff plans to continue to work with GGA regarding socioeconomic issues to prepare a more comprehensive analysis

ALTERNATIVES: The Board could direct changes to the correspondence, or not submit correspondence.

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. Other funding sources may be considered for GGA's work through the budgetary process.

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: 6-12-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: County Administrator

By: Kevin D. Carunchio, Budget Officer
Randi Chegwiddden, Budget Analyst

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Adoption of Fiscal Year 2012-2013 Board Approved Budget as the Preliminary Budget for Fiscal Year 2013-2014

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt the Fiscal Year 2012-2013 Board Approved budget as the Preliminary Budget for Fiscal Year 2013-2014 and approve the fixed assets as recommended by staff (*4/5's vote required*).

SUMMARY DISCUSSION:

Preliminary Budget

A budget must be adopted for continuation of County operations into Fiscal Year 2013-2014. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2012-2013 Board Approved County Budget as the Preliminary Budget (spending plan) for Fiscal Year 2013-2014 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2013-2014, which is expected to occur in late September.

The Fiscal Year 2013-2014 Preliminary Budget, which includes all Funds within your Board's purview, contains \$82,028,496 in expenditures and \$77,312,030 in revenues. Of these totals, the General Fund portions are \$49,150,977 and \$45,112,411, respectively.

Rollover List

Every year when approving the Preliminary Budget – as is necessary to keep operations going until passage of the Final Budget – your Board authorizes a list of specific expenditures (that would not otherwise be included in the rollover budget) to be undertaken during the “dry period” that do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditures.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and new or increased consultant services:

Budget	Budget #	Obj. Code	Amount	Description
Child Support	022501	5232	\$16,200	To complete Video Conferencing Project and office furniture
Computer Upgrade	011801	5232	\$15,000	For emergency purchases of computers and printers
CAO-ACO	010201	4998, 5263, 5640	\$532,000	To facilitate construction progress for the Agriculture Building project
County Service Area #2	810001	4498, 5124, 5700	\$271,194	Continuance of Sewer Upgrade Project
Dehy Park Grant Projects	670105	5700	\$60,050	To continue projects currently in construction
Disaster Services	023700	5650	\$12,312	Remainder of NOAA weather repeater grant
Eastern Sierra Airport Improvement	630303	5700	\$526,500	Electrical Upgrade Project and runway design and construction
Homeland Security Grants	623710, 623711, 623712	5650	\$92,092	Grant funded equipment purchases
Independence Airport Improvement	150402	5700	\$67,400	ALP update
Inyo Complex Fire	023710	4486, 5620	\$40,000	To complete Sheriff's Gun Range project
Juvenile Institutions	023100	5650	\$7,008	To continue work on air conditioning unit
Lone Pine Airport Improvement	150502	5700	\$500,600	Runway Reconstruction Project, ALP update and AWOS purchase
Lone Pine Sub-Station	022705	5640	\$80,000	To complete project currently under construction
Motorpool Operating/Replacement	200100/ 200200	4998/ 5655	\$417,000	To purchase FY 2013-14 vehicles
Natural Resource Development	010204	5311	\$2,500	SoCal Energy Summit Membership
Parks and Recreation	076998	5232	\$14,000	Purchase picnic tables (funding from grant)
Public Works-Deferred Maintenance	011501	4563, 4990, 5263, 5640, 5700	\$1,941,474	To continue work on the Photovoltaic Installation, as well as other projects currently under construction
Roads-State Funded	034601	5711- 5740	\$2,183,320	Continuation of Road projects
SCADA Upgrade	810002	4498, 5124, 5265	\$83,100	To complete the SCADA Project
Solid Waste	045700	4499, 5182, 5650	\$38,397	Purchase 1 Roll Off Container (funding from grant), Purchase Dust Abatement material(funding from grant), and Emergency Purchase of Generator for Big Pine Transfer Station
Various Insurance	011600, 500902, 500903	5158	\$57,604	To pay increased insurance premiums due by July 30, 2013.

This year's Preliminary Budget resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the

Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearing or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g., General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs were fully identified through the full budget process.

ALTERNATIVES

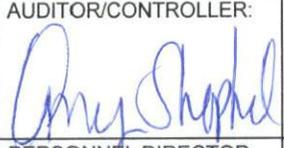
Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2013-2014. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2013-2014, which commences on July 1, 2013, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2013-2014. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of Fiscal Year 2013-2014 Budget Hearings.

OTHER AGENCY INVOLVEMENT

As part of the Fiscal Year 2013-2014 Budget Kickoff workshop on May 12, 2013, department's were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the *dry period*. All requests were due by June 3, 2013. The requests (as well as some non-requests) were reviewed by the County Administrator's Office and the Auditor-Controller's Office as part of the preparation of the Fiscal Year 2013-2014 Preliminary Budget, and the Budget Team's recommendation are contained herein.

FINANCING

The Preliminary Budget totals approximately \$82,028,496 in expenditures and \$77,312,030 in revenues, which includes \$49,150,977 in expenditures and \$45,112,411 in revenues for the General Fund.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>✓ yes</u> Date <u>6/12/13</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 06-12-2013
 (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
18

- 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 18, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of June 4, 2013.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: CAO, Sheriff, Public Works

FOR THE BOARD MEETING OF: June 18, 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> <p align="right">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: 5/29/12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 a.m. Closed Session Informational

FROM: County Administrator
FOR THE BOARD MEETING OF: June 18, 2013
SUBJECT: Ordinance Amending Section 2.88.040 of the Inyo County Code

DEPARTMENTAL RECOMMENDATION:

Request Board enact an ordinance entitled "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors" which will increase the salary of the Sheriff to \$10,699 per month..

SUMMARY DISCUSSION:

Based on direction from your Board on June 11, 2013, it is requested that you enacted an ordinance entitled "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected Officials, Excluding Members of the Board of Supervisors," which will increase the salary of the Sheriff salary to \$10,699 per month.

ALTERNATIVES:

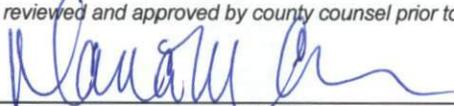
Your Board could choose to not waive the first reading of the ordinance and direct staff in a different direction

OTHER AGENCY INVOLVEMENT:

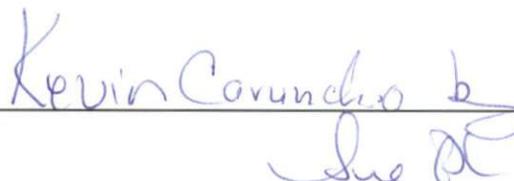
County Counsel, Personnel

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: <u>yes</u> Date <u>6/12/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6/12/13</u>

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



Date: 6/12/13

ORDINANCE NUMBER _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors do ordain as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for certain elected officials.

SECTION III: Section 2.88.040 Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisor.

Chapter 2.88, section 2.88.040 A. of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	April 1, 2012 through July 17, 2013	July 18, 2013 and on
Assessor	\$7,431.00	\$7,431.00
Auditor/ Controller	\$8,174.00	\$8,174.00
Clerk/Recorder	\$6,955.00	\$6,955.00
Coroner	\$2,000.00	\$2,000.00
District Attorney	\$9,807.00	\$9,807.00
Public Administrator	\$5,017.00	\$5,017.00
Sheriff	\$8,559.00	\$10,699.00
Tax Collector/Treasurer	\$7,431.00	\$7,431.00

SECTION IV: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION V: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2013,
by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
 AGENDA NUMBER

21

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 Closed Session Informational

FROM: Personnel

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Notice of Public Hearing Amending Section 2.80.140 of the Inyo County Code to Authorize Pay to Employees on a Biweekly Basis

DEPARTMENTAL RECOMMENDATION: Request Board (A) conduct a public hearing on an ordinance titled "AN ORDINANCE OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.80.140 OF THE INYO COUNTY CODE TO AUTHORIZE PAY TO EMPLOYEES ON A BIWEEKLY BASIS" which will authorize County to pay employees on a bi-weekly pay schedule; and (B) schedule the enactment of the Ordinance for 11:30 a.m., Tuesday June 25, 2013 in the Board of Supervisors Room, at the County Administrative Center in Independence.

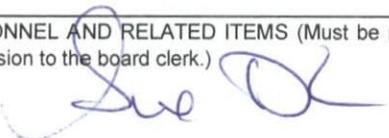
SUMMARY DISCUSSION: Inyo County Code § 2.80.140 establishes bimonthly pay periods for County employees. The Board of Supervisors recently took action to establish biweekly pay periods for County employees by which employees are paid every two weeks. This ordinance will make the Inyo County Code consistent with the newly established payday schedule.

ALTERNATIVES: n/a

OTHER AGENCY INVOLVEMENT: County Counsel

FINANCING: n/a

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>5-30-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <u>N/A</u> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>5/30/13</u>

DEPARTMENT HEAD SIGNATURE:

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


 bs SD

Date: 5/31/13

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.80.140 OF THE INYO COUNTY CODE TO AUTHORIZE PAY TO EMPLOYEES ON A BIWEEKLY BASIS

The Board of Supervisors of the County of Inyo, State of California, do ordain as follows:

SECTION ONE. AUTHORITY.

California Government Code § 28003 authorizes the board of supervisors to establish a schedule of payment of salaries of officers, deputies, clerks and employees of the County.

SECTION TWO. PURPOSE.

Inyo County Code § 2.80.140 establishes bimonthly pay periods for County employees. The Board of Supervisors recently took action to establish biweekly pay periods for County employees by which employees are paid every two weeks. This ordinance will make the Inyo County Code consistent with the newly established payday schedule.

SECTION THREE. SECTION 2.80.140 AMENDED.

Section 2.80.140 is amended to read as follows:

“2.80.140 Biweekly pay periods.”

“All county officers and employees, except those persons providing services under the terms of a contract which provides otherwise, shall be paid every two weeks.”

SECTION FOUR. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of this Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this ___ day of _____, 2013.

AYES:
NOES:
ABSENT:
ABSTAIN:

Linda Arcularius, Chair
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 Closed Session Informational

FROM: County Counsel

FOR THE BOARD MEETING OF: June 18, 2013

SUBJECT: Notice of Public Hearing Deleting Chapter 1.16 of the Inyo County Code Which Established the Inyo County Judicial District

DEPARTMENTAL RECOMMENDATION: Request Board (A) conduct a public hearing on an ordinance titled "AN ORDINANCE OF THE COUNTY OF INYO, STATE OF CALIFORNIA, DELETING CHAPTER 1.16 OF THE INYO COUNTY CODE WHICH ESTABLISHED THE INYO COUNTY JUDICIAL DISTRICT" deleting Chapter 1.16 of the Inyo County Code; and (B) schedule the enactment of the Ordinance for 11:30 a.m., Tuesday June 25, 2013 in the Board of Supervisors Room, at the County Administrative Center in Independence.

SUMMARY DISCUSSION: Inyo County Code Chapter 1.16 was enacted in 1976 to establish the Inyo County Judicial District and consolidate the Inyo County Justice Courts. The Inyo County Judicial District consisted of two offices to adjudicate matters within the jurisdiction of the justice court in the County. There has not been a justice court in the County since 1996 and there is no current authority to maintain a justice court. Chapter 1.16 also created the elected positions of justice court judge and constable, who were officers of the justice court. Neither of these offices have been filled or authorized since 1996. The purpose of this ordinance is to delete Chapter 1.16, which is archaic.

ALTERNATIVES: n/a

OTHER AGENCY INVOLVEMENT: n/a

FINANCING: n/a

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>R. Miller</i> Approved: _____ Date <u>5-30-13</u>
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

R. Miller Date: 5-30-13

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
DELETING CHAPTER 1.16 OF THE INYO COUNTY CODE WHICH ESTABLISHED THE INYO
COUNTY JUDICIAL DISTRICT**

The Board of Supervisors of the County of Inyo, State of California, do ordain as follows:

SECTION ONE. AUTHORITY.

Article 6 § 4 of the Constitution of the State of California establishes a superior court in each county in the state. There is no longer authority to establish justice courts in California.

SECTION TWO. PURPOSE.

Inyo County Code Chapter 1.16 was established in 1976 to establish the Inyo County Judicial District. The Inyo County Judicial District consisted of two offices to adjudicate matters within the jurisdiction of the justice court in the County. There has not been a justice court in the County since 1996 and there is no current authority to maintain a justice court. Chapter 1.16 also created the elected positions of justice court judge and constable, who were officers of the justice court. Neither of these offices have been filled or authorized for many years. The purpose of this ordinance is to delete Chapter 1.16, which is archaic.

SECTION THREE. CHAPTER 1.16 DELETED.

Chapter 1.16 of the Inyo County Code (Inyo County Judicial District) is hereby deleted in its entirety.

SECTION FOUR. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of this Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board voting for and against the same.

PASSED AND ADOPTED this ___ day of _____, 2013.

AYES:
NOES:
ABSENT:
ABSTAIN:

Linda Arcularius, Chair
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant Clerk of the Board

Sierra Nevada Conservancy Investments in Inyo County

Inyo County
Board of Supervisors
Julie Bear, Mt. Whitney Area Manager
June 18, 2013

Mission

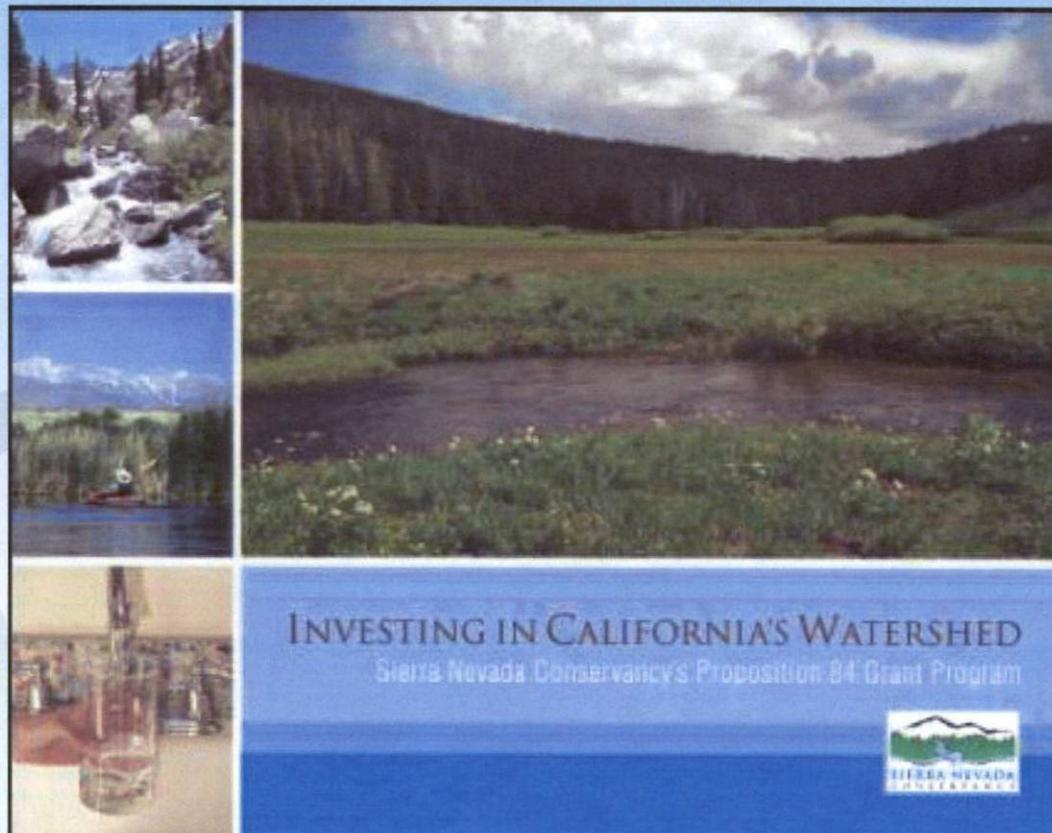
The Sierra Nevada Conservancy initiates, encourages and supports efforts that improve the environmental, economic and social well-being of the Sierra Nevada Region, its communities and the citizens of California.



Proposition 84

Investing in California's Watershed

Grantees in Inyo County received \$1,106,326 million to support 12 projects.



Proposition 84

Investing in California's Watershed

Grantees in Inyo County



Inyo Complex Fire Watershed Restoration Project for BLM. Upper Independence Creek 2011



Lower Owens River Fire and Willow Restoration Project – Inyo County and SNC AmeriCorps Member

Grantees In Inyo County

- Eastern Sierra Institute for Collaborative Education
- Inyo County
- Desert-Mountain Resource Conservation & Development Council
- Bureau of Land Management, Bishop Field Office
- Inyo National Forest
- CalTrout and IRWMP

Inyo County Specific Work

SNC has provided funding or support for current Inyo County projects including:

- Lower Owens River Project Recreation Use Plan (LORP RUP)
- Desert-Mountain RC&D Council Lone Pine Water Reclamation Project
- Inyo National Forest Kern Plateau Grazing
- Lower Owens River Invasive Weed Abatement
- Lower Owens River Fire Restoration Willow Project through the SNC AmeriCorps Member
- Mt. Whitney Fish Hatchery Transfer of Jurisdiction

Sierra Nevada Forest and Community Initiative

The Initiative is a collaborative effort including local governments, environmental organizations, the business community and others, led by the Sierra Nevada Conservancy with two primary objectives:

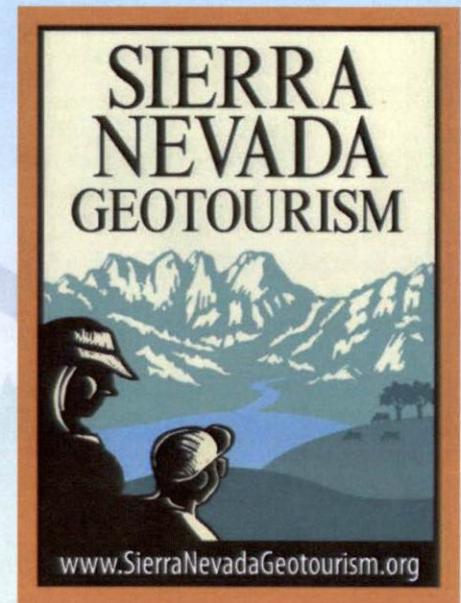
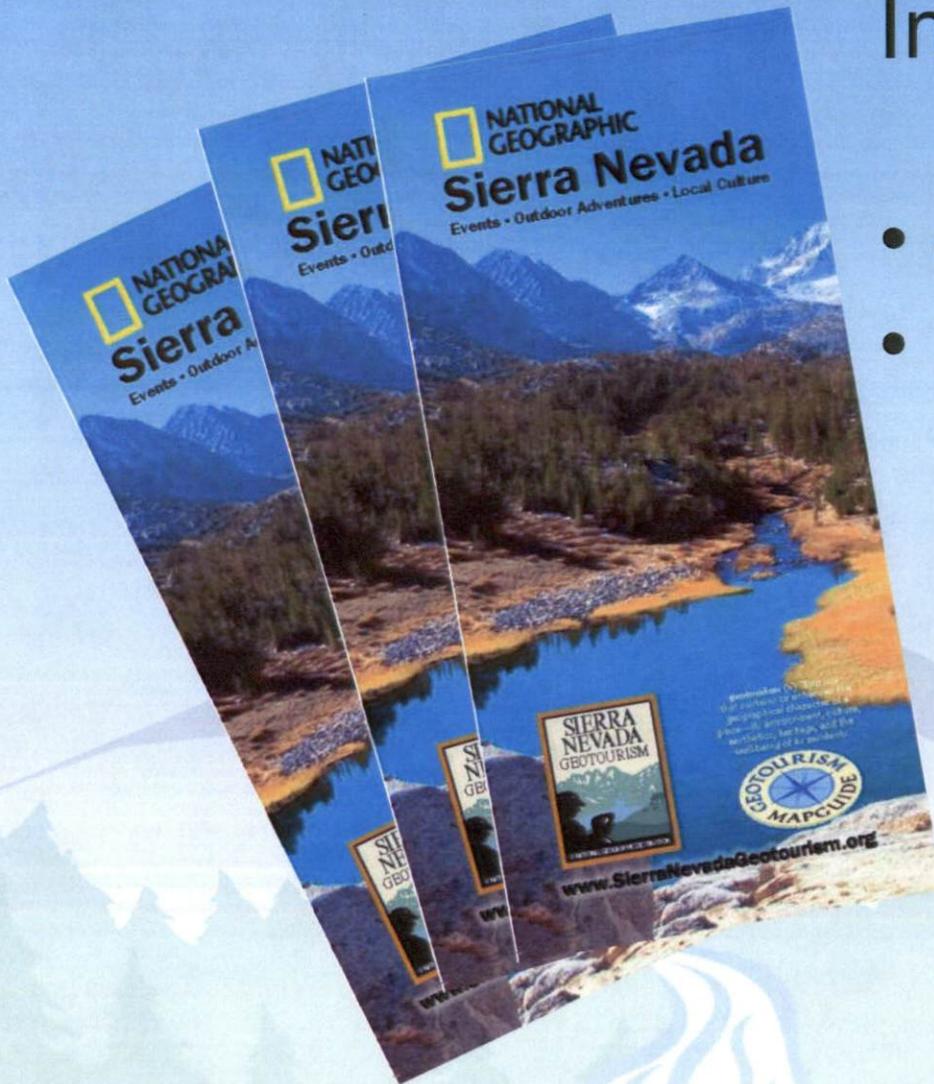
- Restore the health of our forests and reduce the risk and consequence of large damaging fires; and,
- Ensure that restoration efforts result in a positive economic contribution to local communities.



Sierra Nevada Geotourism

Inyo County:

- 82 Active Destinations
- 35,383 views / 6 months



Great Sierra River Cleanup

September 21, 2013

Participate with 4,000 volunteers to help keep California's Watershed clean!



www.sierranevada.ca.gov

What the Future Holds

- Administering the last of Proposition 84 Grant funds
- Inclusion in future Bond Measures
- Supporting Regional initiatives and community level activities – technical assistance, convening, and facilitating, advocacy, etc.

