

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.

December 17, 2013

8:30 a.m. 1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(c)].** – decision whether to initiate litigation (one case).
3. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

OPEN SESSION

10:00 a.m. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT**
5. **COUNTY ADMINISTRATOR** – Announcement of the winners of the Inyo County Offices Holiday Door Decorating contest and presentation of the awards and prizes.
6. **BOARD OF SUPERVISORS – Supervisor Linda Arcularius** – Request approval of the Proclamation commemorating the 100 Mules Walk.
7. **INTRODUCTION** – Dee Shepherd a Deputy District Attorney will be introduced to the Board.
8. **COUNTY SERVICES YEAR-IN-REVIEW PRESENTATION** – The County Administrator and County Departments will review departmental highlights in providing public services during 2013.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

9. **Motor Pool** – Request Board award the bid for and approve the purchase of three 2014 Ford Explorer all-wheel drive Interceptors from Bishop Ford in an amount not to exceed \$90,431.67.

AUDITOR-CONTROLLER

10. Request Board approve a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Inyo County Auditor-Controller to Enter Contracts with Governmental Entities to Collect Special and Direct Taxes, Fees and Assessments.

11. Request Board A) declare MGT of America, Inc., a sole source provider of services State Mandated Cost Claims; and B) approve the Contract between the County of Inyo and MGT of America, Inc., for preparation of the FY 2013-14 SB90 State Mandated Cost Claims in an amount not to exceed \$16,500; and authorize the Chairperson to sign.

HEALTH AND HUMAN SERVICES

12. **Social Services** – Request approval to pay Northern Inyo Hospital for prior year Invoice #00939920-001, in the amount of \$2,077.37.

PLANNING

13. Request Board certify that \$63,562.89 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425, and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85), authorize the Chairperson to sign the certification, and direct Planning Staff to submit the certification to the U.S. Department of Energy.
14. Request approval of Amendment No. One to the Contract between the County of Inyo and HELIX Environmental Planning changing the Scope of Work to eliminate language requiring the preparation of an initial study to accompany the Notice of Preparation of an EIR; and authorize the Chairperson to sign.

PUBLIC WORKS

15. Request approval of the revised Plans and Specifications for the Ag Department Storage Building Project and authorize the Public Works Director to advertise and bid the Project.
16. Request approval of Amendment No. 1 to the agreement between the County of Inyo and ISL Engineering, Inc., extending the current deadline from December 31, 2013 to May 5, 2014; and authorize the Chairperson to sign.

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

17. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board ratify and approve the Contract between the County of Inyo and Charis Youth Center for the provision of mental health services within a residential placement setting, in an amount not to exceed \$35,000 for the period of October 4, 2013 through June 30, 2014; and authorize the Chairperson to sign.
18. **SHERIFF'S DEPARTMENT** – Request Board a) amend the FY 2013-14 Veterans Service Officer Budget Unit #056600 by increasing estimated revenue in State Other (*Revenue Code #4499*) by \$13,808 and increasing appropriations in Office & Other Equipment (*Object Code #5232*) by \$4,500, and General Operating (*Object Code #5311*) by \$9,308 (*4/5's vote required*); and B) authorize the County Veteran Service Officer to sign the Certificate of Compliance with California Department of veterans Affairs for One Time Funding Subvention Program for FY 2013-14.
19. **SHERIFF'S DEPARTMENT** – Request Board
 - A) declare Sun Ridge Systems, Inc., a sole source provider of RIMS software and authorize the purchase of Citizen RIMS Public Access software, including installation and first year support and updates to Sun Ridge Systems, Inc., in an amount not to exceed \$6,300;
 - B) declare American Security Group a sole source provider of re-settable UPS' and authorize the purchase of resettable UPS' as follows: five Minuteman 1000VA Rack/Tower or Optional Wallmount UPS, one Minuteman Wallmount Kit for PRO-RT, EntPlus, Endeavor UPS, and one JetStor Replacement Storage Array Power Supply in an amount not to exceed \$2,420.34;
 - C) amend the FY 2013-14 Sheriff's General Budget Unit 022700 by increasing estimated revenue in Citizens Options Public Safety Revenue (*Revenue Code #4488*) by \$2,421 and increasing appropriations in Office and Other Equipment (*Object Code #5232*) by \$2,421 (*4/5's vote required*); and
 - D) amend the FY 2013-14 Jail-CAD RMS Project Budget Unit 022950 by increasing estimated revenue in Citizens Options Public Safety Revenue (*Revenue Code #4488*) by \$6,300 and increasing appropriations in Other Professional Services (*Object Code #5265*) by \$6,300. (*4/5's vote required.*)

20. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Road eater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
21. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
22. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.
23. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board A) reject the bids received for the Bishop-Sunland Landfill Truck Scale Project; and B) approve the revised Plans and Specifications for the Bishop-Sunland Landfill Truck Scale Project and authorize the Public Works Director to advertise and bid the project.
24. **COUNTY ADMINISTRATOR – PUBLIC WORKS** – Request Board review and approve the Agreement between the County of Inyo and the Los Angeles Department of Water and Power (LADWP) for limited reimbursement of money expended on the emergency repairs performed by LADWP on the Division Creek Road; and authorize the Chairperson to sign.

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

- 11:45 a.m. 25. **COUNTY ADMINISTRATOR – Museum Services** – Request Board A) review and approve the second round of 13 Community Project Sponsorship Program Grant awards for 2013-14 recommended by the Community Project Sponsorship Program Grant Review Panel, in the amounts recommended by the Panel for a total amount of \$80,000; and B) authorize the County Administrator to sign the Contracts with the recipients of the Community Project Sponsorship Program grants in the amounts approved by the Board, contingent upon the appropriate signatures being obtained.
- 1:30 p.m. 26. **BOARD OF SUPERVISORS – Supervisor Matt Kingsley** – Request Board receive an update and discuss the Death Valley National Park Moratorium on Special Event Permits for Athletic Events, and a presentation of economic impact report for the Badwater 135 Ultramarathon by Chris Kostman, Race Director.
- 3:00 p.m. 27. **COUNTY ADMINISTRATOR – Budget** – Creative Budget Solutions – Presentation and discussion of Innovations in Service Redesign by Dr. Frank Benest.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

28. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

29. **APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE** – Application for the Grill in Lone Pine.



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: Supervisor Linda Arcularius

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Approval of a Proclamation Commemorating the 100 Mules Walk

DEPARTMENTAL RECOMMENDATION: - Request Board approve a proclamation commemorating the 100 Mules Walk.

SUMMARY DISCUSSION: - As our Board is aware, the 100 Mules Walk was conducted in conjunction with the 100th Anniversary of the Los Angeles Aqueduct. This monumental event was organized and planned by Lee and Jennifer Roeser of Independence, the Metabolic Studio and the artist Lauren Bon, utilizing the local resources and funded by the Metabolic Studio. Because of the significance of this event for Inyo County, it is appropriate that our Board take action to memorialize the event. Therefore I am requesting we approve the proclamation which will be presented for our consideration during this discussion.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no fiscal impact associated with this action.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Linda Arcularius

Date: _____

PROCLAMATION

Commemorating the 100 Mules Walking the Los Angeles Aqueduct

Whereas, in commemoration of the 100th Anniversary of the Los Angeles Aqueduct, artist Lauren Bon, the Metabolic Studio, and mule wranglers mostly from Inyo County, took 100 mules from the Intake in the Owens Valley to the Cascades in Los Angeles, in recognition of the essential labor force used in the building of the Aqueduct; and

Whereas, the walk commenced on October 18, 2013 traveling the length of the Aqueduct through Inyo, Kern, and Los Angeles counties, culminating at the Cascades on November 5, 2013, 100 years to the day from the date William Mulholland opened the gates delivering Owens River watershed water to the City of Los Angeles; and

Whereas, this project raised awareness of the mules, water source, and the direct line between Inyo County and the City of Los Angeles, highlighting how their history and futures are intertwined; and

Whereas, without the reliability, strength, and endurance of the mule, the Aqueduct could not have been built; and

Whereas, the mules were all obtained in Inyo County thanks to the Eastern Sierra packing industry, with most of the staff, equipment, and mule gear coming from the Eastern Sierra, including 17 trucks hauling everything from a mobile kitchen, to mule gear, corrals, hay, water and supplies; and

Whereas without the support, vision, and determination of Lauren Bon, the Metabolic Studio, and Lee and Jennifer Roeser of Independence, this historic and memorable event would not have been possible; and

Whereas on November 11, 2013, the Great American Mules marched strong and proud, so fittingly honoring the defenders of our freedoms, at the Veterans Parade in the City of Glendale, and after many photographic opportunities at Griffith Park and the L.A. State Historic Park, the 100 mules and their wrangler team headed home to the Owens Valley to a heartwarming welcome home tribute in Bishop, not only the "Mule Capital of the World" but the home of Bishop Mule Days Celebration, and the future home of the American Mule Museum.

Now therefore be it proclaimed the Inyo County Board of Supervisors thanks the artist Lauren Bon, the Metabolic Studio, and Lee and Jennifer Roeser, for raising awareness of the importance of the mule to the history of the Owens Valley, congratulates all those who embraced the true pioneer spirit, blazing new trails of understanding and possibilities, and commemorates this highly creative and innovative living art exhibit:

"100 Mules Walking the Los Angeles Aqueduct,"

Passed and proclaimed this 17th day of December, 2013, by the Inyo County Board of Supervisors.

Linda Arcularius, Chairperson Board of Supervisors



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: Motor Pool

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Purchase of FY 2013-2014 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION: Request your Board award a bid to Bishop Ford for the purchase of the following vehicles: Three (3) 2014 Ford Explorer all-wheel drive Interceptors in the amount of \$ 90,431.67.

SUMMARY DISCUSSION: Motor Pool sought bids for the purchase of this vehicle from several vendors: Eastern Sierra Motors of Bishop, Wondries Fleet of Alhambra, Downtown Ford of Sacramento, Hunter Dodge of Lancaster, David Wilson's Ford of Orange, and Michael Hohl Motor Co of Carson City, NV. Eastern Sierra Motors has recently been sold and the name is changing to Bishop Ford.

The Motor Pool 5-year Vehicle Replacement Schedule projected an expenditure of \$440,800 for the purchase of 13-vehicles in fiscal year 2013-2014. These vehicles will replace motor pool vehicles that have met the Motor Pool Replacement Criteria (that being age; high mileage; excessive costs from repairs; and/or dependability).

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

Bid Summary:

Bishop Ford (Eastern Sierra Motors)	\$90,431.67	All other bidders: no response
David Wilson's Ford & Mazda	\$93,950.80	

ALTERNATIVES: Your Board approved the expenditure of \$440,800 for the purchase of vehicles for fiscal year 2013-2014. Your Board could choose not to award the bids and not purchase these vehicles at this time. It is not Staff's recommendation due to the fact that Motor Pool personnel have evaluated the vehicles to be replaced and have determined that they meet or exceed the Motor Pool Replacement Policy criteria, that being high mileage, age and/or excessive repairs.

FINANCING: The vehicles recommended for purchase have been included in the 2013-2014 Motor Pool Budget 200100, Object Code 5655.

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>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>12/04/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <input checked="" type="checkbox"/> Date <u>12/4/2013</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: *Pam Kennedy* Date: 12/9/13
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 10

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Special Assessment Fee

DEPARTMENTAL RECOMMENDATION:

- 1) Request your Board adopt Resolution 2013- , a resolution of the Board of Supervisors of the County of Inyo, State of California, authoring the Inyo County Auditor-Controller to enter contracts with governmental entities to collect special and direct taxes, fees and assessments.

SUMMARY DISCUSSION:

On September 17, 2013, your Board was presented with a workshop on special assessments and the method that is used to charge for administration of special assessment or parcel taxes by the County. After the workshop, your Board requested the Auditor-Controller move forward with the proposed changes to the administration fee or "special assessment fee" and brings a resolution back that would finalize this change. This resolution is the final step to set the new fees in place and gives the Auditor-Controller the ability to enter into agreements with all of the tax agencies in the County that charge special assessment on the Secured tax roll.

ALTERNATIVES:

Your Board could choose not to approve this resolution however this would leave the County with no formal agreement with the Special Districts to charge for administration fee on the special assessments.

FINANCING:

Revenue was reduced in the FY13-14 Board Approved budget so there will be no financial impact associated with this change in fee.

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>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date: 2/10/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) <i>Amy Shepherd</i> Approved: <u>yes</u> Date: 12/9/13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) <u>N/A</u> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: *Amy Shepherd* Date: 12/9/13
 (Not to be signed until all approvals are received)

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, AUTHORIZING THE INYO COUNTY AUDITOR-CONTROLLER TO ENTER
CONTRACTS WITH GOVERNMENTAL ENTITIES TO COLLECT SPECIAL AND DIRECT TAXES, FEES AND
ASSESSMENTS**

WHEREAS, there are within Inyo County numerous special districts and other taxing entities (hereinafter referred to as Districts) that have established per parcel special and direct taxes, fees or assessments to support those entities; and

WHEREAS, it is in the public interest that these special and direct taxes, fees or assessments be efficiently and expeditiously collected; and

WHEREAS, the County of Inyo has the authority, means and mechanisms to collect such special and direct taxes, fees or assessments on behalf of Districts when it collects property taxes on affected parcels and Districts may request the County to do so; and

WHEREAS, such special and direct taxes, fees and assessments are treated similarly to property taxes and become liens upon the parcel; and

WHEREAS, there is a cost to the County of collecting special and direct taxes, fees or assessments, which cost should be paid by the District benefiting from the collection; and

WHEREAS, the County is authorized by Government Code Sections 29304 and 51800 to enter agreements with Districts to collect special and direct taxes, fees or assessments and by which the County may charge reasonable fees for the collection of the same; and

WHEREAS, in these agreements, the District should confirm that the special and direct taxes, fees or assessments were imposed in compliance with California law and the California Constitution, and should agree to indemnify the County for any liability to the County that arises for the collection of the special and direct taxes, fees or assessments; and

WHEREAS, the Auditor/Controller has charged fees for the collection of special and direct taxes, fees or assessments in the past but some organizations have been exempted from paying such fees; and

WHEREAS, this Board intends to place all Districts on an equal footing as of the date of this Resolution so that all Districts pay the same fee to the Auditor/Collector unless an exemption has been or is hereafter approved by the Board of Supervisors pursuant to a request of the District on or before the second Tuesday in May for the next succeeding tax year, and

WHEREAS, this Board desires to delegate to the Auditor-Controller the authority to enter agreements with each Districts for the collection of special and direct taxes, fees or assessments on the terms adopted in this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that this Board of Supervisors hereby:

1. Establishes the following fees for the collection of special and direct taxes, fees or assessments on behalf of Districts and finds that the fees are reasonable and do not exceed Inyo County's cost of collecting such fees:
 - The lesser of one dollar and fifty cents (\$1.50) per parcel, or three percent (3%) of the total assessment per parcel or \$50.00.
 - Twenty five dollars (\$25.00), nonwaivable, for each correction required to be made to the tax roll resulting from incorrect information provided by the District, including removing special assessments from the government parcels that are exempt from such assessments.

- Costs incurred by the County in association with delinquencies, including but not limited to those incurred for the sale of the property, subject to Board of Supervisors' approval.
2. Requires that any agreement to collect special and direct taxes, fees or assessments on behalf of a District must include:
 - A certification by the District that the special and direct taxes, fees or assessments was lawfully imposed as well as consent by the District to hold the County harmless from any claims that such special and direct taxes, fees or assessments were not lawfully imposed.
 - The agreement of the District to defend, indemnify and hold harmless the County from any liability in any manner arising out of any of the District's responsibilities under the agreement, of other action taken by the District in establishing a special tax, fee, or assessment and implementing the collection of such special taxes, fees, or assessment as contemplated in the agreement.
 - Authority from the District to the Auditor-Controller to correct the roll by removing special and direct taxes, fees or assessments improperly placed on the roll.
 3. Authorizes the Auditor/Controller to execute on behalf of the County any agreement to collect special and direct taxes, fees or assessments for a District provided the agreement complies with the terms set out in this Resolution.

PASSES AND ADOPTED on this _____ day of _____, 2013, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote;

AYES:
NOES:
ABSTAIN:
ABSENT:

Linda Arcularius, Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By _____
Patricia Gunsolley
Assistant Clerk of the Board

AGREEMENT FOR COLLECTION OF SPECIAL
TAXES, FEES, AND ASSESSMENTS

COPY FOR YOUR
INFORMATION

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter referred to as "County" and the _____, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any Special District, zone or improvement District thereof; and

WHEREAS, when requested by District, it is in the public interest that the County collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided, or as required by Law, to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.
2. If District expects County to collect District's special taxes, fees and assessments, it is required to provide notice to the Auditor-Controller of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to the County, and including, but not limited to, any act of omission or assessment to be so collected on or before the 10th day of August of each fiscal year. The Notice must be provided to the Auditor-Controller of the County in an electronic format. Taxes cannot be collected by the County if timely Notice is not received by the Auditor as set forth herein.
3. County may charge the lesser of \$1.50 per parcel or 3% of "total amount to be charged on tax bills" as stated on the "Certification of Assessment" or a minimum charge of \$50.00, for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District.
4. In order to promote and maintain efficient property tax administration the District agrees that special assessments will not be permitted to be placed on the secured tax bills of government owned parcels. If such special assessments are discovered by the County, the District gives the Auditor-Controller the authority to remove the special assessment and the district is subject to a \$25 per parcel charge for the correction (error fee), which cannot be waived. The County will notify the district of any cancelations.
5. Any special assessments that require corrections due to the District's action(s) throughout the year will be subject to a \$25 per parcel charge (error fee), which cannot be waived.
6. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
7. District hereby releases and forever discharges County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of district's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

8. District agrees to and shall defend, indemnify and save harmless County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of any of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement. If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify district of its intent to implement any offset authorized by this paragraph.
9. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents and employees will not refer such individuals making inquiries to County officers or employees for response.
10. District shall not assign nor transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by district shall be void and shall immediately and automatically terminate this agreement.
11. District authorizes the Auditor-Controller to correct the roll by removing special and direct taxes, fees or assessments improperly placed on the roll subject to giving prior notice to the District.
12. This agreement shall be effective for the 20__ fiscal year and shall be automatically renewed for each fiscal year thereafter unless terminated as hereinafter provided.
13. Either party may terminate this agreement for any reason for any ensuing fiscal year by giving written notice thereof to the other party prior to May 1st of the preceding fiscal year.
14. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.
15. Any request for an exemption must be agendized by District before the Board of Supervisors on or before the second Tuesday in May.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

District: _____

By: _____

INYO COUNTY AUDITOR-CONTROLLER _____

CERTIFICATION OF ASSESSMENT

The (AGENCY/DISTRICT) hereby certifies that the special assessment(s) (see below) to be placed on the 20___/___ Secured Property Tax bill by the County of Inyo meets the requirements of Proposition 218 that added Articles XIIC and XIID to the State Constitution.

The (AGENCY/DISTRICT) agrees to defend, indemnify and hold harmless the County of Inyo, the Board of Supervisors, the Auditor-Controller, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such assessment(s).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such assessment(s), the (AGENCY/DISTRICT) agrees that County may offset the amount of any judgment paid by an indemnified party from any monies collected by County on (AGENCY/DISTRICT'S) behalf, including property taxes, special taxes, fees, or assessments.

Fiscal Year: _____

Number of parcels: _____

Total amount to be charged on tax bills: _____

District: _____

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11

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

FROM: Amy Shepherd, Auditor-Controller

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Contract Services for SB90 State Mandated Costs Claim

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors 1) declare MGT of America a sole-source provider and 2) approve the contract between the County of Inyo and MGT of America, Inc. for preparation of the FY 2013-2014 SB90 State Mandated Cost Claims in an amount not to exceed \$16,150.00 and authorize chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

State mandated cost claims, or SB90 claims, originated from Senate Bill 90, Chapter 1406, Statutes of 1972. They were developed to limit the ability of local agencies and school districts to levy property taxes. To help local agencies and school districts make up for the shortfall in revenue, the State of California agreed to reimburse local agencies and school districts for the cost of new programs or increased levels of service mandated by State government.

Inyo County is eligible to receive reimbursement for certain mandated costs from the State of California. In fiscal year 2012-2013, MGT of America prepared approximately \$99,346 in requests for reimbursements on behalf of Inyo County. The claiming process for SB90 is very complex, time sensitive, and requires extensive schedules. MGT provides consulting services for state mandated reimbursement claims for twenty-one other counties and fifty of the State's larger cities. Because of the highly specialized nature of this program and experience MGT can provide, their consulting services are recommended to ensure maximum reimbursement from the State.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the proposed contract.

FINANCING:

The cost of these services is included in the fiscal year 2013-2014 Auditor-Controller Budget under Professional Services 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.) <i>Therese Temp. Hillmanis</i> Approved: <input checked="" type="checkbox"/> Date <u>12/04/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Amy Shepherd</i> Approved: <u>yes</u> Date <u>12/4/13</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.) <i>June D</i> Approved: <input checked="" type="checkbox"/> Date <u>12/5/13</u>

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

Amy Shepherd Date: 12-5-13

AGREEMENT BETWEEN COUNTY OF INYO
AND MGT of America, Inc.
FOR THE PROVISION OF State Mandated Cost Claims SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the State Mandated Cost Claims services of MGT of America of Sacramento, 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 Amy Shepherd, whose title is: Auditor-Controller. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from Jan 1, 2014 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 \$16,150.00 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 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.sam.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, 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	
Auditor-Controller	Department
P.O. Drawer R	Street
Independence, CA 93526	City and State

Contractor:	
MGT of America, Inc.	Name
2001 P Street, Suite 200	Street
Sacramento, CA 95811	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 MGT of America, Inc.
FOR THE PROVISION OF State Mandated Cost Claims **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

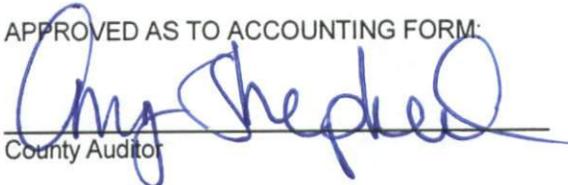
J. Bradley Burgess
Print or Type Name

Dated: August 27, 2013

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 C

AGREEMENT BETWEEN COUNTY OF INYO
AND MGT of America, Inc.
FOR THE PROVISION OF State Mandated Cost Claims SERVICES

TERM:

FROM: 1/1/2014 TO: 6/30/2014

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND MGT of America, Inc.
FOR THE PROVISION OF State Mandated Cost Claims SERVICES

TERM:

FROM: 11/1/2014 TO: 6/30/2014

SCOPE OF WORK:

1. Scope of Services Fiscal Year 2013-2014. The Contractor shall do, perform, and carry out in a good and professional manner the following service subject to the provisions of Section (2) below.

A. Prepare and submit cost claims pursuant to the Controller's 2013 & annual claiming instructions that require claims to be submitted to the State by January 15, 2014.

B. Prepare and submit other new or first-time cost claims pursuant to the Controller's claiming instructions which are issued in accordance with parameters and guidelines received from the Commissions on State Mandates and mailed to counties during the 2013-2014 fiscal year. For the purposes of this Agreement, claims covered under this section shall include all claiming instructions issued with a due date other than January 15, 2014.

C. Monitor the general payment status of all claims submitted on behalf of the County pursuant to this Agreement.

D. Assist the County with any claims filed by the Contractor that are audited by the State Controller's office. Incorrect reduction claims are not covered under this agreement.

2. Cost and Method of Compensation Fiscal Year 2013-2014.

A. Scope of Services (1) A - Annual State Mandated Cost Reimbursement Claims

For all of the above services provided, section (1) A, the County agrees to pay Contractor compensation in a fixed fee in the amount of eight thousand four hundred fifty dollars (\$8,450).

For the above services provided pursuant to Section (1) B, County agrees to pay Contractor a fee equal to twenty percent (20%) of all new claims filed to a maximum amount of seven thousand seven hundred dollars (\$7,700)

The Contractor will render to the County invoice(s) for the fixed fee specified herein, with payment due on or before July 31, 2014. Invoices unpaid sixty (60) days after July 31, 2014, will bear interest at the rate of 1% per month. The Contractor will render to the County invoice(s) for the contingent fee specified herein, with payment due either July 31, 2014, or sixty days after the claims are filed, whichever is later.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND MGT of America, Inc.
FOR THE PROVISION OF State Mandated Cost Claims SERVICES

TERM:

FROM: 1/1/2014 TO: 6/30/2014

SCHEDULE OF FEES:

County shall pay contractor for the services rendered to County in accordance with "Cost and Method of Compensation" set forth in Attachment A.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Approval to pay a medical bill from a previous Fiscal Year

DEPARTMENTAL RECOMMENDATION:

Request Board approve payment to Northern Inyo Hospital for invoice #006939920-0001 in an amount not to exceed \$2,077.37

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This invoice is coming to you late as the Inyo County Health and Human Services Fiscal Division has been working with Northern Inyo Hospital with this invoice for the past several months. This invoice is for a Child Protective Services minor for medical services provided to the minor, and Inyo County is the responsible party for paying this invoice. We are requesting approval to pay this invoice from a previous fiscal year in the current fiscal year.

ALTERNATIVES:

Your Board could choose not to pay for this invoice, which could negatively impact our working relationship with Northern Inyo Hospital.

OTHER AGENCY INVOLVEMENT:

None

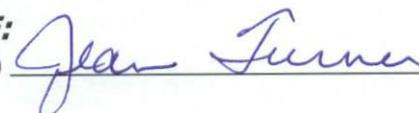
FINANCING:

Federal, State and Social Services Realignment. There is sufficient funding in the Social Services Budget (055800), Support & Care (5501) to pay for this invoice. No County General Funds.

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> <u>11/21/13</u> Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11-27-13



CHILD PROTECTIVE SERVICES
ATTN LINDA DURBIN
162 J GROVE ST
BISHOP, CA 93514

Important Message

THANK YOU FOR CHOOSING NORTHERN INYO HOSPITAL. FOR ASSISTANCE, PLEASE CALL (760) 873-2190.

Account Number 006939920
Invoice Number 006939920-0001
Service Date 02/25/2012
Statement Date: 11/06/2013

Account Now Due as of Statement Date

Patient [REDACTED]
Service Date 02/25/2012
Account Number 006939920
Invoice Number 006939920-0001

Current Balance \$2,077.37
Amt Now Due \$2,077.37
Due Date 11/16/2013

Personal Information

To ensure that we have your most current information please contact our office if you have a change in the following information:
 Phone number Insurance
 Address
CHILD PROTECTIVE SERVICES
ATTN LINDA DURBIN
162 J GROVE ST
BISHOP, CA 93514

Questions

Call (760) 873-2190 during our regular business hours (Monday - Friday, 8:30am - 4:30pm). Fax 760-873-2115
We would also be happy to call you during those business hours.

Billing Office Location and Mail payments to:

Northern Inyo Hospital
150 Pioneer Lane Room # A107B
Bishop, Ca 93514

Make checks or Money Orders payable to:
Northern Inyo Hospital

Note:
Credit/Debit card payments accepted at www.nih.org

IMV-#16113 NOV 18 AM 09:20

Patient Name [REDACTED]
Account # 006939920
Invoice Number 006939920-0001
Amount Due \$2,077.37
Payment Enclosed \$ _____
Due Date 11/16/2013

For your convenience, you may pay by Visa, MasterCard, Discover, or American Express.
Payment Amount _____
Credit Card No. _____
Secure Code _____
Expiration Date _____

Signature X _____

I authorize Northern Inyo Hospital and Clinics to charge my credit card for the amount indicated.

Visa MasterCard Discover

Northern Inyo Hospital
150 Pioneer Lane Room # A107B
Bishop, Ca 93514

Thank you for selecting Northern Inyo Hospital & Clinics



Northern Inyo Hospital
People you know. Caring for people you love.

CHILD PROTECTIVE SERVICES
ATTN LINDA DURBIN
162 J GROVE ST
BISHOP, CA 93514

Important Message

**THANK YOU FOR CHOOSING NORTHERN INYO
HOSPITAL. FOR ASSISTANCE, PLEASE CALL (760)
873-2190.**

Account Number	006939920
Invoice Number	006939920-0001
Service Date	02/25/2012
Statement Date:	11/06/2013

Account Balance \$2,077.37



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
13

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

FROM: Inyo County Planning Department – Yucca Mtn. Repository Assessment Office

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT : Certification that funds expended by Inyo County through the Yucca Mountain Repository Assessment Office for Federal Fiscal Year 2013 (October 1, 2012 – September 30, 2013) were expended in accordance with the provisions of applicable laws.

DEPARTMENTAL RECOMMENDATION: Request that the Board:

- 1) Certify that \$63,562.89 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425; and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
- 2) Authorize the Chairperson to sign the certification; and,
- 3) Direct Staff to submit the certification to the U.S. Department of Energy.

SUMMARY DISCUSSION:

Section 116(c) of the Nuclear Waste Policy Act of 1982 (Act), as amended, defines the activities that may be undertaken by affected units of local government in, which include monitoring, oversight, and impact assessment. The Nuclear Waste Policy Act of 1982 and the Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85) prohibit the use of these funds to pursue legislation against the U.S. Government, for any lobbying activity, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Act. Under the Energy and Water Development and Related Agencies Appropriations Act, in Federal Fiscal Year 2013, monies were provided to Inyo County by the U.S. Department of Energy to conduct appropriate activities and participate in licensing activities. The Nuclear Waste Policy Act requires that the County annually certify that the funds were used in accordance with the Act and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

The Yucca Mountain Repository Assessment Office under the guidance of the Planning Department has been responsible for the expenditure of the funds received from the Department of Energy. These funds have been expended in accordance with the relevant Federal laws as stated in the certification. The attached certification form states that the monies received from the U.S. Department of Energy were expended by Inyo County on activities that are allowable as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

ALTERNATIVES:

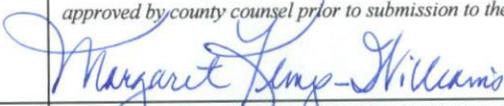
The Board could decide not to submit the annual certification; however, if a certification is not submitted, the County would no longer be eligible to receive funds for this program, which may become active again.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Inyo County is recognized as an Affected Unit of Local Government (AULG). The Yucca Mountain Repository Assessment Office is funded by the U.S. Department of Energy and budgeted within the Yucca Mountain Oversight Budget #620605.

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: <input checked="" type="checkbox"/> Date <u>12/04/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date <u>12/6/2013</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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

 Date: 12/6/13

**CERTIFICATION OF EXPENDITURE OF FUNDS
FOR FEDERAL FISCAL YEAR 2013**

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2013 in the amount \$63,562.89 provided to it through direct payment by the U.S. Department of Energy, and that all such expenditures were for allowable activities as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85).

It is further certified that none of the funds were: (1) used directly or indirectly to influence legislative action on any matter pending before Congress or a State legislature or for lobbying activity in violation of 18 U.S.C. 1913; (2) used for litigation expenses; or (3) used to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Nuclear Waste Policy Act of 1982, Public Law 97-425, and the Act.

BY: _____
Linda Arcularius, Chairperson
Inyo County Board of Supervisors
Date

ATTEST: _____
Pat Gunsolley, Board Clerk
Date

NOTE: If the County fails to provide such certification by December 31, 2013, DOE is expressly prohibited from making further direct payments to the County. Please forward the fully executed certification to:

U.S. Department of Energy
Office of the Assistant Secretary
For Nuclear Energy
ATTN: Peter Lyons
1000 Independence Avenue SW
Washington, DC 20585



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: Closed Session Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECTS: Amendment No. One to contract between the County of Inyo and HELIX Environmental Planning for the provision of Program Environmental Impact Report (PEIR) and Public Outreach Services for a Renewable Energy General Plan Amendment.

DEPARTMENTAL RECOMMENDATION: Request that the Board approve Amendment No. One to the contract between the County of Inyo and HELIX Environmental Planning to change the Scope of Work (SOW) eliminating the language requiring the preparation of an initial study to accompany the Notice of Preparation of an EIR, and authorize the Chairperson to sign.

SUMMARY DISCUSSION: On October 1, 2013, the Board entered into a contract with HELIX Environmental Planning for the provision of a Program Environmental Impact Report (PEIR) and Public Outreach Services for an amendment to the County's General Plan for Renewable Energy. Task number 3 in the SOW included the preparation of an initial study to go with the Notice of Preparation. HELIX Environmental Planning has subsequently informed staff that the initial study would be extraneous as all of the elements on the check list will be addressed during the development of the PEIR and the resources that would be used to develop the initial study would be of greater benefit if used in the scoping process.

ALTERNATIVES: The Board could choose not to approve the proposed amendment. This is not recommended, however, as the resources for services provided by HELIX Environmental Planning would be of a higher benefit if redirected from the unnecessary initial study to the scoping process.

OTHER AGENCY INVOLVEMENT: The California Energy Commission.

FINANCING: Reimbursement for the costs of the Renewable Energy General Plan Amendment will be made through a grant (REN-12.004) from the California Energy Commission.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/4/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: 12/9/13

Attachments:

- 1.) Proposed Contract Amendment with HELIX Environmental Planning

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND HELIX ENVIRONMENTAL PLANNING FOR THE PROVISION OF
A PROGRAM ENVIRONMENTAL IMPACT REPORT AND PUBLIC
OUTREACH SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and HELIX Environmental Planning (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated October 1, 2013 with County of Inyo Standard Contract No. 156 for the term from October 1, 2013 to March 31, 2015; and

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

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, with Amendment One, as follows:

Revise Attachment A - Scope of Work, Task 3, of the Agreement to read as follows:

Task 3. Notice of Preparation

The HELIX Team will prepare an Internal Screen and Public Review Notice of Preparation (NOP). The NOP will alert public agencies and other stakeholders that an EIR will be prepared.

In support of the stakeholder outreach task for the NOP, the HELIX Team will:

- Present the updated REGPA at up to three public workshops, at various locations in the County, to engage a broad cross-section of the community. HELIX Team participants will include Mr. Edgerton, Mr. Angell, Ms. De Cuir, and Ms. Davis-King.
- Prepare summary memo of public input.

TASK 3 DELIVERABLES: Internal Screen and Public Review NOP; Notices for State Clearinghouse, Newspaper(s), County Clerk; Agenda and Presentation Materials for Public Meetings; and Summary Report (notes) from Public Meetings. We assume that approximately 50 hardcopies of the NOP will be printed and distributed by the County via the U.S. Post Office.

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND

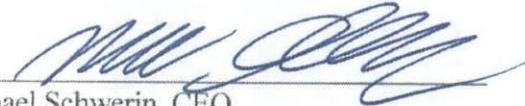
HELIX ENVIRONMENTAL PLANNING
FOR THE PROVISION OF A PROGRAM ENVIRONMENTAL IMPACT REPORT
AND PUBLIC OUTREACH SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: 
Michael Schwerin, CEO

Dated: _____

Dated: Dec 9, 2013

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 15
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Inyo and Mono Counties Agriculture Department (Ag Dept.) Storage Building Construction Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board approve the revised plans and specifications for the Ag Dept. Storage Building Project; and,
2. Authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Previously, on June 4, 2013, your Board approved the plans and specifications for this project and authorized the Public Works department to advertise this project for bids. Three bids were received and opened on July 5, 2013. All three (3) bids received were above the engineers estimate for the project as well as the amount budgeted for the project. On July 16, 2013, based upon a recommendation from Public Works, your Board rejected these bids.

This project will construct a metal storage building facility and associated site improvements for the Dept. of Agriculture/Weights and Measures trucks, vehicles, and other equipment. Additionally, this building will provide space to construct both an agriculture laboratory and a mosquito laboratory. This project will benefit Inyo and Mono counties by providing the Dept. of Agriculture/Weights and Measures the ability to protect and extend the life of expensive trucks and other equipment by storing them inside a secure building, and also provides for more efficient department activities due to having a centralized location for vehicles and equipment. Currently before your Board is a request to approve revised plans and specifications for the same project. Minor modifications to the plans, consisting of higher vehicle doors (resulting in a higher overall building height have been added.

There is currently \$284,948 in the Ag Commissioner Building Trust, which has been earmarked for the construction of a metal storage building and site improvements at the current Department of Agriculture/Weights and Measures equipment storage yard, located at 218 Wye Road, Bishop, CA. In addition, Mono County has an "Ag Building Trust" account with a current balance of \$248,597, which has been dedicated to this project by the Mono County Board of Supervisors. The combined total of the two trust accounts will provide funding in the amount of \$533,545 for the metal storage building project. The most recent Public Works engineering estimate of \$615,000 will exceed the dedicated funding of \$533,545 however there are several other financing options available to cover the shortfall. This project appears to be eligible for a short-term Treasury Loan, which would cover the shortfall with a very reasonable cost of financing. This option can be explored further prior to presenting your Board with a recommendation for the project construction contract award.

December 17, 2013

Agenda Request Form: Department of Agriculture/Weights and Measures Storage Building Project
Page 2 of 2

ALTERNATIVES:

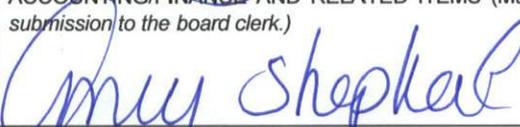
Not approve the plans, specifications, and advertisement of the project. This is not recommended because current project funds are in place to construct this building. These funds have been recorded as expended in the years encumbered for the building trust, and significant problems would arise if not used for this purpose including recalculation of prior year's gas tax disbursements and return of these funds to California Department of Food and Agriculture.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans, specifications and bid package.

FINANCING:

This project currently has dedicated funds of \$533,545 available from both the Inyo and Mono Ag Building Trust accounts. Prior to recommending award for a construction contract, a budget amendment will be brought to your Board for approval to increase apportions in the Ag Commissioner Operating Budget 023300, 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>12/5/2013</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>12/11/13</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: 12/11/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Amendment No. 1 to the Agreement between Inyo County and ISL Engineering for Public Works Department Standard Drawings and Specifications

DEPARTMENTAL RECOMMENDATION:

Request that your Board approve Amendment No. 1 to the Agreement between the County of Inyo and ISL Engineering, Inc., extending the current Agreement deadline from December 31, 2013 to May 5, 2014.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 6, 2013, your Board approved an Agreement with ISL Engineering, Inc., in a not-to-exceed amount of \$41,480 for updating both the Inyo County Standard Specifications (for public works projects) and the Standard Drawings/Plans (for work occurring within the County right-of-way). The term of this Agreement was from August 6, 2013 to December 31, 2013. Public Works is now requesting to extend the ending date of the current Agreement until May 5, 2014. The additional contract time will allow public works staff and the consultant to perform a more comprehensive review and update of the current County Standard Specifications and Standard Drawings/Plans. This update will also bring these documents into compliance with current standards, including the Americans with Disabilities Act.

ALTERNATIVES:

To not approve this Contract extension request. This is not recommended as the Amendment No. 1 time extension request, if approved, will result in a superior and more comprehensive County Standard Specification document and Inyo County Standard Drawings/Plans.

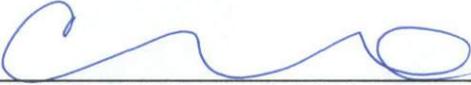
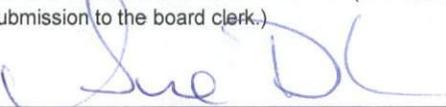
OTHER AGENCY INVOLVEMENT:

County Council and the Auditor's Office has reviewed and approved the proposed contract.

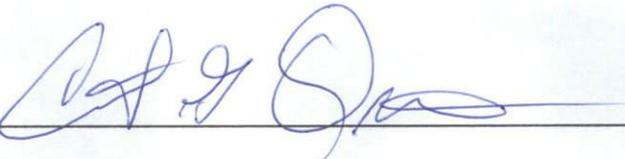
FINANCING:

No fiscal impacts.

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>12/3/2013</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>12/5/2013</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>12/5/13</u>

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


Date: 12/10/13

AMENDMENT No. 1
to the
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ISL Engineering, Inc.
FOR THE PROVISION OF PROFESSIONAL DESIGN SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and ISL Engineering, Inc. of Valley Springs, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of Professional Design Services dated August 6, 2013, on County of Inyo Standard Contract No. 156, for the term from August 6, 2013 to December 31, 2013.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Revise TERMS AND CONDITIONS - Item No. 2 "TERM" as follows:

"The term of this Agreement shall be from August 6, 2013 to May 5, 2014 unless sooner terminated as provided below."

The effective date of this Amendment No. 1 to the Agreement is _____.

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: HEALTH & HUMAN SERVICES –

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Ratification of the Contract between County of Inyo and Charis Youth Center

DEPARTMENTAL RECOMMENDATION:

Request Board ratify the contract between the County of Inyo and Charis Youth Center for the provision of mental health services within a residential placement setting in an amount not to exceed \$35,000.00 for the period of October 14, 2013 to June 30, 2014, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract comes to you late as services must be authorized to commence as soon as the placement has been secured. This ensures that mental health services are accessed in a timely manner and that there is continuity of care.

A youth has been recently placed in this high level residential treatment facility after an extended period of time in intensive treatment provided locally. Treatment included several hospitalizations as well as multiple placements in the Juvenile Detention Facility. This youth meets the criteria for SED (Severely Emotionally Disturbed). Charis has been an organizational provider for Inyo County in the past and provides a full array of intensive mental health treatment services in addition to the residential program. The organizational provider status allows us to maximize MediCal reimbursement. This facility has been used in the past for Inyo youth in need of a high level of treatment services. The staff maintains very close contact with the youth, family and the placement facilities to ensure care and placement in the least restrictive setting. All treatment services must be authorized and documentation is reviewed prior to payment for services.

ALTERNATIVES:

The Board could choose not to approve this contract. The minor would continue to evidence very severe disturbance that would result in prolonged acute hospitalization or an extended stay in a Juvenile Detention Facility.

OTHER AGENCY INVOLVEMENT:

Child Welfare, Juvenile Probation, Schools

FINANCING:

Mental Health Realignment and reimbursement will be pursued for all MediCal eligible services provided by the group home. 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.) Nauane G. Approved: <u>yes</u> Date: <u>11-22-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) C. M. Approved: <u>yes</u> Date: <u>11-25-2013</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.) J. D. Approved: <u>✓</u> Date: <u>11/26/13</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)

Jean Turner Date: 11-22-13

AGREEMENT BETWEEN COUNTY OF INYO
AND Charis Youth Center
FOR THE PROVISION OF MENTAL HEALTH SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Charis Youth Center (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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 October 14, 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 Thirty Five Thousand (\$35,000.)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 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.

B. 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.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone 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 seven (7) years from the termination or completion

of this Agreement unless otherwise provided in Attachment A. 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.

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

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, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver

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

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Behavioral Health	Department
<u>162 J Grove Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
Charis Youth Center	Name
<u>714 West Main Street</u>	Address
<u>Grass Valley, CA 95945</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 Charis Youth Center
FOR THE PROVISION OF MENTAL HEALTH SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Carol Fuller Powell
Signature

Carol Fuller Powell
Print or Type Name

Dated: 10/30/13

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature] 11/25/2013
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AND Charis Youth Center **AGREEMENT BETWEEN COUNTY OF INYO**
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: October 14, 2013 **TO:** June 30, 2014

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.

CHARIS YOUTH CENTER MENTAL HEALTH SERVICES PROGRAM

Charis Youth Center provides comprehensive specialty mental health services that include Day Treatment Intensive, Medication Support, and Mental Health Services. Charis' Mental Health Services provide a thorough assessment of each youth's mental health status, the development of a comprehensive treatment plan and interventions, and an integrated approach to alleviating symptoms related to the youth's identified DSM IV diagnosis.

Adolescents placed in Charis' program are typically very difficult to place and have experienced numerous placement failures in less restrictive environments. For many of these youth, the mental health interventions they receive through Day Treatment Intensive, Medication Support Services, and Mental Health Services are critical to their success in a community-based program, and help avoid placement in a more restrictive setting, such as a community treatment facility or acute hospital.

Services are provided for as long as the client needs and benefits from such services and are terminated when such services are no longer needed.

DAY TREATMENT INTENSIVE

Our 5-day-a-week, full-day Day Treatment Intensive Program provides individual, group and family therapy, a structured milieu program, and collateral services. Rehabilitative services provided within this program include (but are not limited to) therapeutic recreation, goal-specific therapy groups, process-oriented groups, transitional groups, life skills, and anger management training. Qualified mental health staff also provides assessment, evaluation, and plan development services as part of this package of services.

Charis' Day Treatment Intensive Services are provided at the school site in Grass Valley at 714 West Main Street from 12:55 pm to 5:00 pm weekdays. These intensive services provide youth placed at Charis the opportunity to benefit from a structured milieu treatment program focused on ameliorating the symptoms of their identified mental health diagnosis. Mental Health staff offer the youth placed in the program the support and intervention required to be successful throughout the school day during the week. Rehabilitation services offer youth the opportunity to improve and integrate new coping skills into their daily living and leisure activities.

The milieu program utilizes a psycho-educational approach to individual and group development. A re-education model is the foundation of the program and focuses clients to identify alternative methods of meeting their psychological and emotional needs and re-learn how to effectively cope with stressors.

Within the milieu program Charis provides a daily Community Meeting and Individual rehabilitation services in the form of process or social skills groups and adjunctive therapies.

Charis' Day Treatment Intensive Program provides at least one Qualified Mental Health Professional (as outlined in Title 9, Chapter 11) per eight (8) clients throughout the hours of the program. In addition, our Day Treatment program meets all of the new requirements outlined in the DMH-MHP contracts.

Prior to placement in the Day Treatment Intensive Program, a mental health professional must assess each youth for medical and service necessity. Each youth must also be pre-authorized by his/her local mental health department for both Day Treatment services and other mental health services provided on the same day as Day Treatment. Each youth placed at Charis undergoes a complete psychiatric evaluation, which identifies his/her specific diagnosis and the need for medication as a component of the overall Mental Health program.

Program Components

Purpose: To provide mental health support and intensive treatment to eligible youth to reduce psychiatric hospitalizations, to facilitate return to a less restrictive environment, reduce involvement with the Juvenile Justice System, and/or promote reintegration with the family, public school, and the community.

Assessment: A clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures conducted by Charis' psychiatrist.

- Initial Psychiatric Assessment
- Intake Assessment Report
- Lab Test on Psychotropic Medications
- Mental Health 24-hour crisis intervention services

Evaluation: Appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems, and health status. Cultural issues may be addressed where appropriate. A licensed therapist conducts this evaluation.

- Pre-Placement Visit and Observation of Client
- Comprehensive Initial 30-Day Placement Psychosocial Evaluation
- Developmental History & Health Screening

Planned Development: Development of coordination plans, treatment plans or service plans, verification of medical or service necessity, and monitoring individual's progress. This will be overseen and supervised by a licensed therapist.

- Identification of Mental Health Needs
- Coordination of Plans, Treatment Plans, Service Plans
- Verification of Medical and Service Delivery
- Interagency and Intra-agency Consultation, Coordination, and Referral
- Monitoring Individual's Progress
- Discharge Planning and Placement Follow-up

Therapy: Therapeutic interventions consistent with the individual's goals/desired results/personal challenges that focus primarily on symptom reduction as a means to improve functional impairments. This service is delivered by a Charis licensed therapist to an individual, group, or in family therapy.

- Individual, Group, and Family therapy
- Crisis Intervention and Behavior Stabilization

Rehabilitation: Assistance in restoring or maintaining an individual's or group of individuals' functional skills, daily living skills, medication compliance, and support services. Counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals/desired results/personal challenges; medication education. These services are provided by a team of specialists including recreational specialist, equestrian trainer/behaviorist, cognitive/behaviorist, social skills specialist - all supervised by a licensed therapist team.

- Therapeutic Recreation
 - Equestrian activities / horseback riding
 - Animal Assistance Program
 - Camping
- Focused Learning Groups
 - Child Abuse
 - Grief
 - Aggression Management
- Process Oriented Group
 - Daily Goals
 - Problem Solving
- Transition Groups
 - Reunification, adoption, foster care or independent living
 - Aftercare
- Life Skills
 - Grooming
 - Daily Living, Social Skills
 - Cultural Awareness
 - Community Outings
- Functional and Developmental Improvement/Maintenance
 - Health Screening
 - Community Health Supports
- Stress & Anger Management
 - Relaxation Training
 - Assertive Skills

Collateral: Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in the treatment plan. Family counseling/education or therapy provided on behalf of the individual can be considered collateral. A Charis licensed therapist provides this service with the assistance of registered interns and Mental Health specialists.

- Education
- Family Involvement
 - Family Activities/Home Culture
 - Parent Education
 - Family Support/Visitation

DAY REHABILITATION

The 5-day-a-week, full-day Day Rehabilitation Program provides group and family therapy, a structured milieu program, and collateral services. Rehabilitation services provided within this program include, but are not limited to, therapeutic recreation, goal-specific therapy groups, process-oriented groups, transitional groups, life skills, and anger management training. Qualified mental health staff provides assessment, evaluation, and plan development services as part of the Day Rehabilitation Program.

Charis' Day Rehabilitation Program runs from 1:05 pm - 5:15 pm at the nonpublic school site. These services provide Charis youth with the opportunity to benefit from a structured milieu treatment program focused on ameliorating the symptoms of their identified mental health diagnosis. Mental Health staff offer youth the support and intervention required to be successful throughout the program. Rehabilitation services offer youth the opportunity to improve and integrate new coping skills into their daily living and leisure activities.

The milieu program uses a psycho-educational approach to individual and group development. A re-education model is the foundation of the program and focuses clients to identify alternative methods of meeting their psychological and emotional needs and to re-learn how to cope effectively with stressors.

Within the milieu program, Charis provides a daily Community Meeting and an average of three (3) hours per day of group and individual rehabilitation services in the form of process or social skills groups and adjunctive therapies.

Charis' Day Rehabilitation Program provides at least one Qualified Mental Health Professional (as outlined in Title 9, Section 1840.352) per ten (10) clients during program hours. In addition, the Day Rehabilitation Program meets all requirements outlined in the DMH-MHP contracts.

Prior to placement in the Day Rehabilitation Program, a mental health professional assesses each youth for medical and service necessity. Each youth must also be pre-authorized by his/her local mental health department for Day Rehabilitation services as well as additional, other mental health services provided outside of the Day Rehabilitation hours. Each youth placed at Charis undergoes a complete psychiatric evaluation, which identifies his specific diagnosis and the need for medication as a component of the overall Mental Health program.

Program Components

Purpose: To provide mental health support and treatment to eligible youth to reduce psychiatric hospitalizations, to facilitate the return to a less restrictive environment, to reduce involvement with the Juvenile Justice System, and/or to promote reintegration with the family, public school, and the community.

Assessment: A clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures conducted by Charis' psychiatrist.

- Initial Psychiatric Assessment
- Intake Assessment Report
- Lab Test on Psychotropic Medications
- Mental Health 24-hour crisis intervention services

Evaluation: Appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems, and health status. Cultural issues may be addressed where appropriate. A licensed therapist conducts this evaluation.

- Pre-Placement Visit and Observation of Client
- Comprehensive Initial 30-Day Placement Psychosocial Evaluation
- Developmental History & Health Screening

Plan Development: Development of coordination plans, treatment plans or service plans, verification of medical or service necessity, and monitoring client treatment progress.

- Identification of Mental Health Needs
- Coordination of Plans, Treatment Plans, Service Plans
- Verification of Medical and Service Necessity
- Interagency and Intra-agency Consultation, Coordination, and Referral
- Monitoring Client Progress
- Discharge Planning and Placement Follow-up

Therapy: Therapeutic interventions consistent with the individual's goals, desired results, personal challenges focusing primarily on symptom reduction as a means to improve functional impairments. This service, if needed, is delivered in individual, group, or family therapy.

- Individual, Group, and Family Therapy
- Behavior Stabilization

Rehabilitation: Assistance in restoring or maintaining an individual's or group of individuals' functional skills, daily living skills, medication compliance, and support services. Counseling of the individual and/or family; training in leisure activities needed to achieve the individual's goals. These services are provided by a team of specialists including a recreational specialist, an equestrian trainer/behaviorist, a cognitive/behaviorist, and a social skills specialist, all of whom are supervised by a team of licensed therapists.

- Therapeutic Recreation
 - Equestrian activities / horseback riding
 - Animal Assistance Program
 - Camping
- Focused Learning Groups
 - Child Abuse
 - Grief
 - Aggression Management
- Process Oriented Group
 - Daily Goals
 - Problem Solving
- Transition Groups
 - Reunification, adoption, foster care or independent living
 - Aftercare
- Life Skills
 - Grooming
 - Daily Living, Social Skills
 - Cultural Awareness
 - Community Outings
- Functional and Developmental Improvement/Maintenance
 - Health Screening
 - Community Health Supports
- Stress & Anger Management
 - Relaxation Training
 - Assertiveness Training

Collateral: Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and become involved in the treatment plan. Family counseling/education or therapy provided on behalf of the individual can be considered collateral. Collateral services are provided by Licensed/Registered/Waivered Professionals and Mental Health Rehabilitation Specialists.

- Education
- Family Involvement
 - Family Activities/Home Culture
 - Parent Education
 - Family Support/Visitation

MEDICATION MANAGEMENT

If psychiatric assessment indicates that a youth requires psychotropic medication Charis provides Medication Management as a component of the comprehensive treatment planning process.

Medication Management includes the prescription, administration, dispensing, and monitoring of psychotropic medications. Charis' Medication Management provides the following:

- Evaluation of the need for medication
- Evaluation of clinical effectiveness and side effects
- Obtaining informed consent from the client's guardian
- Collateral medication education
- Plan development
- Prescribing psychotropic medications

Only those professionals identified under Title 9, Chapter 11, as qualified to administer these services provide Medication Management. Those professionals include psychiatrists, physicians, registered nurses, licensed vocational nurses, and psychiatric technicians.

The medical staff works closely with the rest of the multidisciplinary treatment team in designing Medication Management that supports the overall treatment interventions provided by the mental health staff. Working together, this treatment team and the youth design an individualized medication plan that will be most effective in reducing the youth's identified symptoms.

MENTAL HEALTH SERVICES

Individualized Mental Health Services are provided for each youth based on his identified mental health needs and treatment goals. The youth's county mental health caseworker will review and approve the proposed services prior to their implementation. In order to effectively address each youth's significant deficits and symptoms related to his/her diagnosis, an individualized treatment plan will outline specific goals and objectives related to the mental health services that will be provided.

Charis' Mental Health Services provide interventions to reduce the symptoms of the youth's mental disability and improve or maintain his/her functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. These services are provided outside the hours of the Day Rehabilitation Program. Mental Health Services are tailored to meet the youth's specific needs and may include individual or group rehabilitation, assessment, plan development, individual, group, and family therapy, and collateral services.

Quality Improvement

Charis' Quality Improvement staff has designed systems that provide clear audit trails to identify and delineate how services are documented and billed. Regular case reviews, chart reviews, and ongoing internal audits provide methods of oversight for all Medical services.

MEDICATION MANAGEMENT

If it is determined by Charis' psychiatrist that a youth requires psychotropic medication to assist in ameliorating symptoms s/he is experiencing, medication support services will be provided as part of our comprehensive treatment planning process.

Medication Management includes the prescription, administration, dispensing, and monitoring of psychotropic medications. Charis' medication support services program provides the following:

- Evaluation of the need for medication
- Evaluation of clinical effectiveness and side effects
- Obtaining informed consent from the client's guardian
- Collateral medication education
- Plan development
- Prescribing of psychotropic medications

Only those professionals identified under Title 9, Chapter 11, as qualified to administer these services provide medication support services. Those professionals include: psychiatrists, physicians, psychologists, registered nurses, licensed vocational nurses, and psychiatric technicians.

Our medical staff works closely with the rest of our multidisciplinary treatment team in designing medication support services that support the overall treatment interventions provided by our mental health staff. Working together, this treatment team and the youth design an individualized medication plan that will be most effective in reducing the youth's identified symptoms.

Documentation Standards for Client Records

The documentation standards are described below under key topics related to client care. All standards shall be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

- 1. The following areas shall be included as appropriate as a part of a comprehensive client record:**
 - a. Relevant physical health conditions reported by the client shall be prominently identified and updated as appropriate.**
 - b. Presenting problems and relevant conditions affecting the client's physical health and mental health status shall be documented, for example: living situation, daily activities, and social support.**
 - c. Documentation shall describe client strengths in achieving client plan goals.**
 - d. Special status situations that present a risk to client or others shall be prominently documented and updated as appropriate.**
 - e. Documentation shall include medications that have been prescribed by mental health plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.**
 - f. Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities shall be clearly documented.**
 - g. A mental health history shall be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.**
 - h. For children and adolescents, pre-natal and perinatal events and complete developmental history shall be documented.**
 - i. Documentation shall include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over the counter drugs.**

- j. A relevant mental status examination shall be documented.
- k. A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, shall be documented, consistent with the presenting problems, history, mental status evaluation and/or other assessment data.

2. **Timeliness/Frequency Standard for Assessment**

The MHP shall establish standards for timeliness and frequency for the above-mentioned elements.

B. Client Plans

1. **Client Plans Shall:**

- a. Have specific observable and/or specific quantifiable goals.
- b. Identify the proposed type(s) of intervention.
- c. Have a proposed duration of intervention(s).
- d. Be signed (or electronic equivalent) by:
 - i. The person providing the service(s), or
 - ii. A person representing a team or program providing services, or
 - iii. A person representing the MHP providing services.
- e. When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category,
 - i. A physician
 - ii. A licensed/ "waivered" psychologist
 - iii. A licensed/registered/waivered social worker
 - iv. A licensed/registered/waivered marriage and family therapist or
 - v. A registered nurse

- f. **Be consistent with the diagnoses, and the focus of intervention shall be consistent with the client plan goals, and there shall be documentation of the client's participation in and agreement with the plan. Examples of documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.**
 - i. **Client signature on the plan shall be used as the means by which the MHP documents the participation of the client,**
 - 1) **When the client is a long term client as defined by the MHP, and**
 - 2) **The Client is receiving more than one type of service from the MHP.**
 - ii. **When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.**
 - iii. **The MHP shall give a copy of the client plan to the client on request.**

2. Timeliness/Frequency of Client Plan

- a. **Shall be updated at least annually.**
- b. **The MHP shall establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.**

C. Progress Notes

1. **Items that shall be contained in the client record related to the client's progress in treatment include:**
 - a. **The client record shall provide timely documentation of relevant aspects of client care.**
 - b. **Mental Health staff/practitioners shall use client records to document client encounters, including relevant clinical decisions and interventions.**

- c. All entries in the client record shall include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
- d. All entries shall include the date services were provided.
- e. The record shall be legible.
- f. The client record shall document referrals to community resources and other agencies, when appropriate.
- g. The client record shall document follow-up care, or as appropriate, a discharge summary.

2. **Timeliness/Frequency of Progress Notes**

Progress notes shall be documented at the frequency by type of service indicated below:

- a. **Every Service Contact**
 - i. **Mental Health Services**
 - ii. **Medical Support Services**
 - iii. **Crisis Intervention**
- b. **Daily**
 - i. **Crisis Residential**
 - ii. **Crisis Stabilization (1 x / 23hr)**
 - iii. **Day Treatment intensive**
- c. **Weekly**
 - i. **Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.**

ii. Day Rehabilitation

iii. Adult Residential

d. Other

i. Psychiatric health facility services: notes on each shift.

ii. Targeted Case Management: every service contact, daily or weekly summary.

iii. As determined by the MHP for other services.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Charis Youth Center

FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

October 14, 2014

June 30, 2013

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

18

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Amend Veterans Service budget, allocating AB101 One Time Subvention Funding to County Veterans Services Officers

DEPARTMENTAL RECOMMENDATION:

Request Board:

1. amend the FY 2013-2014 Veterans Service Officer budget (Budget #056600) as follows: increase estimated revenue in State Other (Object Code 4499) by \$13,808 and increase appropriations in Office & Other Equipment (Object Code 5232 by \$4,500, & General Operating (Object Code 5311) by \$9,308 (4/5th vote required).
2. Authorize the County Veteran Service Officer to sign Certificate of Compliance with California Department of Veterans Affairs for One Time Funding Subvention Program, for Fiscal year 2013-2014.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Recently, the State passed AB101 providing one time subvention funding to County VSO's. The allocation for Inyo County is \$13,808. The funding must be utilized in one of three ways. Add new CVSO staffing, increase office traffic by expanding service offerings or produce new outreach materials. All Counties must implement best practices and meet local needs, report to the State how the funds will be used, collect and report metrics related to the use of the funds and implementation of best practices.

We are requesting the funds be utilized to increase office traffic by expanding service offerings as follows: Implement a Veteran Identification Card (ID) system to replace DD-214 form (Funds can be used to purchase one time equipment costs), purchase outreach materials for distribution within County in order to provide benefit education and referral information, and signage for the current office location to better assist veterans in locating the office.

ALTERNATIVES:

The Board could choose not to accept the one time subvention funding.

OTHER AGENCY INVOLVEMENT:

Auditor Office
County Counsel

FINANCING:

Equal increase of revenue and expenses are being requested, therefore there is no net impact to the County's General Fund, as funding for this service is derived from the one time subvention.

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>12/3/2013</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 _____

William Rutzke, Sheriff by Juis L Odum 12/6/13

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12-05-2017

CAO/Budget Officer

BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk)

Kelley Williams

From: Randi Chegwidden
Sent: Wednesday, December 04, 2013 10:41 AM
To: Kelley Williams
Subject: RE: Budget Amendment

Looks good.

From: Kelley Williams
Sent: Wednesday, December 04, 2013 9:53 AM
To: Randi Lee Chegwidden (rchegwidden@inyocounty.us)
Subject: Budget Amendment

Can you look this over please before I give to Kevin for approval?

Thanks,
K



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
19

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Distribution of FY 2011-2012 C.O.P.S. (AB 3229) funding, and amend the FY 2013-2014 Board approved budget

DEPARTMENTAL RECOMMENDATION:

Request Board; (A) declare Sun Ridge Systems, Inc. as a sole source and authorize the purchase of Citizen RIMS Public Access software, including installation and first year support and updates in the amount of \$6,300; and

(B) declare American Security Group as sole source and authorize the purchase of re-setable UPS' as follows: (5) Minuteman 1000VA Rack/Tower or Optional Wallmount UPS, (1) Minuteman Wallmount Kit for PRO-RT, EntPlus, Endeavor UPS; Replacement Storage Array Power Supply as follows: (1) JetStor Power Supply (PSU2(R60)) in the amount of \$2,420.34, including taxes (no shipping being charged); and

(G) amend the FY 2013-2014 Sheriff's General Budget Unit #022700 by increasing estimated revenue in Citizens Options Public Safety Revenue (Revenue code #4488) by \$2,421 and increasing appropriations in Office and Other Equipment (object code #5232) by \$2,421; and

(H) amend the FY 2013-2014 Jail-CAD RMS Project Budget Unit 022950 by increasing estimated revenue in Citizens Options Public Safety Revenue (Revenue code #4488) by \$6,300 and increasing appropriations in Other Professional Services (object code 5265) by \$6,300 . (4/5's vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's department receives AB3229 money, C.O.P.S. (Citizens Option for Public Safety), funding from the state, and we have 2 years to spend the funds. On December 13, 2011, your Board held a public hearing for the use of 2011-2012 COPS funds and approved the use of the money for equipment and programs to support the needs of frontline law enforcement. The current COPS fund balance for 2011-2012 is \$122,822.75 (concurrent with the County Auditor) to be expended by June 30, 2014. The Sheriff's Office would like to purchase Citizen RIMS software for allowing the public and other agencies (through the Sheriff's website) to check in real time who is in custody at the jail facility, which is public information; and also replacing failing equipment for the existing security system in the jail, dispatch & administration building, including the video camera system and door controls. We will adhere with the County purchasing policy as required. Sole source justification forms are attached. We will be coming before the Board again later to request expending the remainder of the 2011-2012 balance.

ALTERNATIVES:

Not approve the purchases and find a different use for the funds under the guideline of AB3229. This is not recommended, as we have a need for the items requested, and we need to expend the 2011-2012 allocation by June 30, 2014, or return the funds.

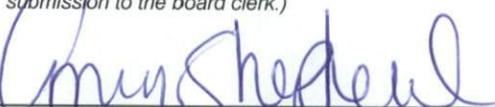
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funds are available in the C.O.P.S. Trust #500103 and appropriations will be available with approval of the budget amendments in this agenda request. The Auditor's office will make the transfer as expenses occur. If today's request is approved in the amount of \$8,720.34, we will have met part of our obligation to spend \$122,822.75 of 2011/12 funding by June 30, 2014, and will leave us with a balance of \$114,102.41 to expend by June 30, 2014. The current balance in the trust is \$219,769.88, which includes the \$122,822.75 (FY 2011/12), \$94,693.92 (FY 2012/13) & \$2,253.21 (FY 2013/2014)

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>11/29/13</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: 12-4-13

CAO/Budget Officer BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk)



Sole Source Justification Form

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

This is a sole source because:

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

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

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

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service.**

American Security Group installed the surveillance system in the Jail & sheriff's Administration facility, this system is proprietary. The existing UPS are beginning to fail and replacement is highly recommended. This security system also operates the door controls.

DEPARTMENT CONTACT PERSON & TITLE Lt. Randy Geiger	
DEPARTMENT NAME Sheriff	PHONE Ext. 0325
REQUESTED SUPPLIER/CONSULTANT NAME American Security Group	SUPPLIER CONTACT PERSON Tyler Sayles
SUPPLIER ADDRESS P.O. Box 48 Vista, CA 92085	SUPPLIER CONTACT'S PHONE NUMBER 760.727-4020

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


Signature of Requestor

12/02/13
Date

President/CEO Approval

Date

Sole Source Justification Form

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

This is a sole source because:

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

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

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:	
Description of Item or Service.	
<i>Citizen RIMS is public access software that works our existing RIMS system. This will allow for the public and other agencies to check in realtime who is in custody. Software cost is \$4,800, installation if \$780 and 1st year of support if \$720, for a total cost of \$6,300</i>	
DEPARTMENT CONTACT PERSON & TITLE Lt. Randy Geiger	
DEPARTMENT NAME Sheriff	PHONE Ext. 0325
REQUESTED SUPPLIER/CONSULTANT NAME Sun Ridge Systems, Inc. (PEID T021067)	SUPPLIER CONTACT PERSON Carol Jackson
SUPPLIER ADDRESS P.O. Box 5071 El Dorado Hills, CA 95762	SUPPLIER CONTACT'S PHONE NUMBER 530.676.7128

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


Signature of Requestor

12/02/13
Date

President/CEO Approval

Date



Sun Ridge Systems, Inc.

To: Lt. Randy Geiger, Inyo County Sheriff's Office
From: Carol Jackson
Subject: Quotation for RIMS Software
Date: October 29, 2013

The following is a quotation for RIMS software based upon your recent request.

Item	Price
Citizen RIMS Public Access Software	\$4,800
Installation via Phone and Remote Access	\$780
First Year Support and Updates	\$720
TOTAL	\$6,300

Citizen RIMS does not require any new dedicated hardware or software. It can run on your existing SQL or application server. It does require a server with internet access that also is capable of having RIMS installed. The only software on your network will be a small Windows service which sends data to the public web server.

There is some minor configuration that must occur in RIMS. You will be asked to create "categories" for Incidents and Offenses. The Windows service previously mentioned uses the categories to determine what to send to the public web server.

This quotation is valid for 90 days and may change thereafter. If you have any questions please call me at 800-474-2565. Thank you for your continued interest in RIMS.



Proposal

Date	Proposal #
10/30/2013	1007968

Customer

Inyo County Sheriff's Facility
 PO BOX S
 550 S Clay St
 Independence, CA 93526

Ship To

Inyo County Sheriff's
 550 S Clay St
 Independence, CA 93526

Qty	Description	Rate	Total
	UPS' for Switch and Workstation Locations		
5.00	Resetable UPS' Minuteman 1000VA Rack/Tower or Optional Wallmount UPS	299.00	1,495.00T
1.00	Minuteman Wallmount Kit for PRO-RT, EntPlus, Endeavor UPS	35.56	35.56T
1.00	Replacement Storage Array Power Supply JetStor Power Supply (PSU2(R60))	710.50	710.50T
	Labor and travel is to be covered under support agreement		

I hereby authorize performance of this proposal and agree to the following payment terms: **Net 30**

ACCEPTED BY: _____ DATE: _____

PO Box 48 Vista CA, 92085 www.amsecgroup.com
 Voice 760-727-4020 Fax 760-727-4027
 CA LIC 668638 ACO LIC 4234

Subtotal	\$2,241.06
Tax (8.0%)	\$179.28
Total	\$2,420.34

no shipping per phone call 11/26/13 3:54 pm

Cops\$



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 Closed Session Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 17, 2013

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



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 Closed Session Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 17, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 17, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Public Works

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Bishop Landfill Truck Scale Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board reject all bids for the Bishop Landfill Truck Scale Project;
2. Recommend the Board approve the revised plans and specifications for the Bishop-Sunland Landfill Truck Scale Project; and,
3. Authorize the Public Works Director to Advertise and Bid the project.

SUMMARY DISCUSSION:

On December 4, 2013, the Assistant Board Clerk opened bids for the Bishop Landfill Truck Scale Project. The bid tabulation is included in your Board package for reference. The three (3) bids received far exceeded both the engineers estimate for the project as well as the budgeted amount. Public Works is therefore recommending that your Board reject all bids.

Additionally, Public Works and Inyo Recycling and Waste Management (IRWM) have recently met to discuss potential design modifications and various bid alternatives. The original design included the relocation of the gatehouse and installation of a new scale at that location. The recommended design modifications would incorporate keeping the landfill gatehouse at its current location and installing a new scale 80 feet south and away from the existing gatehouse and landfill entrance as originally envisioned. This would comprise the base bid. Also incorporated in the recommended design modifications is an additive bid alternate item for an additional weigh scale installed (for exiting traffic) adjacent to the existing landfill gatehouse.

The intent of the base bid is to eliminate the cost of relocating the gatehouse which we believe to have been a primary contributor to the high bids. The intent of the additive alternative is to provide better circulation and scale access for customers of the landfill, to attempt to expand the pool of bidders, and to possibly achieve some efficiencies of scale in the bid price.

The plans and specifications before your Board incorporate the above noted design modifications and will require Board approval. As was noted in previous reports and presentations to the Board, this scale is needed at the Bishop-Sunland Landfill in order to allow IRWM staff to report more precise waste tonnage amounts to CalRecycle as well as determine the effectiveness of diversion programs and aid IRWM and the County in developing and implementing a more accurate waste disposal rate structure.

ALTERNATIVES:

1. Direct staff to proceed with previously approved plans. This is not recommended because staff believes that same operational result can be achieved at a reduced cost without relocating the gatehouse
2. Not approve the plans, specifications, and advertisement of the project. This is not recommended as this project will provide more accurate waste data for reporting to the State and aid in setting an accurate disposal rate structure.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor,

December 17, 2013

Agenda Request Form: Bishop-Sunland Landfill Truck Scale Project

Page 2 of 2

FINANCING:

The purchase of scales will be paid from the Inyo Recycling and Waste Management Program budget - 045700, object code: Fixed Assets 5650 contingent upon Fiscal Year 2013-2014 Department Requested Budget approved by Board of Supervisors.

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>Margaret Kemp-Stillmanis</i> Approved: <input checked="" type="checkbox"/> Date <u>12/11/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Cheryl Shepherd</i> Approved: <input checked="" type="checkbox"/> Date <u>12/12/13</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)

[Signature]

Date: 12-12-13

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Bishop - Suncoast Landfill Truck Scale

Bid Opening Date: 12-4-13 Location: County Admin Center

	BIDDER NAME	Bid Amount	Bid Amount	Bid Amount	Bond
		A	B	C	
1.	Doug Clark Inc.	\$ 205,000 ⁰⁰			✓
2.	Sierra View Equipment	\$ 248,000 ⁰⁰			✓
3.	Spies Construction Co. Inc.	\$ 221,750 ⁰⁰			✓
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Patricia Ganssley

Present: Scott Casar
Jim Sotum
Clint Quetta





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: County Administrator/Public Works/County Counsel
BY: Kelley Williams, Assistant to the County Administrator

FOR THE BOARD MEETING OF: December 17, 2013

SUBJECT: Agreement between County of Inyo and Los Angeles Department of Water and Power for limited reimbursement of money expended on emergency repairs to Division Creek Road

DEPARTMENTAL RECOMMENDATION

Request your Board review the Agreement between the County of Inyo and Los Angeles Department of Water and Power (LADWP) for limited reimbursement of money expended on the emergency repairs performed by LADWP on the Division Creek Road, and authorize the Chairperson to sign the agreement.

SUMMARY DISCUSSION

As a result of severe weather conditions, including violent thunderstorms and flash flooding, which began July 22, 2013, resulting in torrential rains and flash-flooding in portions of Inyo County, a local emergency was proclaimed by the County's Director of Emergency Services on Friday, July 26, 2013. In addition, a State of Emergency was proclaimed by the Governor of California on September 30, 2013, with the directive that California's Office of Emergency Services (Cal OES) would provide local government assistance under the authority of the California Disaster Assistance Act (CDAA).

On the evening of July 22nd, heavy rain washed away and damaged the facilities at the LADWP Division Creek Power Plant and Division Creek Road, which provides access to the power plant. LADWP undertook reconstruction of Division Creek Road in order to access its water and power facilities to continue the essential operation and maintenance of the water and power system. Division Creek Road is located on United States Forest Service (USFS) property, but the County of Inyo has an easement with the USFS for the roadway. LADWP has been performing the repairs in conformance with the USGS Handbook on Water Quality Management and USGS Road Specification standards on behalf of itself and the County. Because Division Creek Road is designated a County maintained road, the County is the eligible applicant for CDAA reimbursement for the emergency repairs that are performed on the road.

The agreement which is being presented to your Board today for consideration, will allow LADWP to invoice the County for the work which they have performed on Division Creek Road. In turn, the County can submit the LADWP invoices, along with proper supporting documentation, to the State for CDAA reimbursement. Upon receipt of reimbursement from the State for eligible costs incurred by LADWP, the County in turn will reimburse LADWP accordingly by paying them only the amount the County receives from the State. The County will not be responsible or obligated to reimburse LADWP for the work they have performed on the Division Creek Road if the State does not reimburse the County for their work.

ALTERNATIVES

Your Board could choose not to approve this agreement with LADWP. LADWP has worked in coordination with the County Road and Public Works Department in a non-assuming fashion with full intention of doing whatever it takes to get the Division Creek Road open for access to the Division Creek Power Plan. It is appropriate to follow through and do whatever is possible to get CDAA funding to reimburse LADWP for the work which it has performed on Division Creek Road.

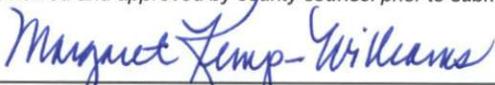
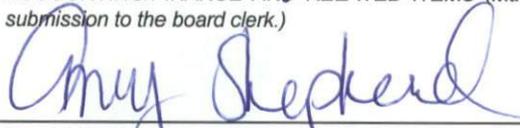
OTHER AGENCY INVOLVEMENT

Inyo County Road Department, Public Works Department, County Counsel, the Administrator's Office, Los Angeles Department of Water and Power, USFS and the Governor's Office of Emergency Services.

FINANCING

LADWP will only receive reimbursement for documented repair work on Division Creek Road that has been submitted and approved by the State as being eligible for CDAA reimbursement. Once approved, the County budget will need to be amended to facilitate the receipt and transfer of funds.

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: <input checked="" type="checkbox"/> Date <u>12/12/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date <u>12/12/13</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> N/A Approved: _____ Date _____



DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 12/12/13

**AGREEMENT FOR LIMITED REIMBURSEMENT OF MONEY EXPENDED ON EMERGENCY REPAIRS
BETWEEN INYO COUNTY AND LADWP**

This Agreement is entered into this ___ day of December between Inyo County (County) a political subdivision of the State of California, and Los Angeles Department of Water and Power (LADWP), a Department within the City of Los Angeles, a California Municipality, collectively referred to herein as "Parties."

WHEREAS, a flood event, designated "Gully Washer" by County, occurred on July 22, 2013, resulting in damage to the County Road on United States Forest Service (USFS) land at Division Creek Road which requires reconstruction; and

WHEREAS, LADWP undertook reconstruction of the road in order to access its essential Water and Power facilities in a timely manner and has determined such work is necessary for the operation and maintenance of the Water and Power Systems; and

WHEREAS, LADWP was granted an Inyo County Road Department Encroachment Permit on August 22, 2013, to repair damage occasioned by Gully Washer to the westerly approximate 0.6 miles of Division Creek Road (Project); and

WHEREAS, LADWP has started doing the repairs in conformance with the USFS Handbook on Water Quality Management and USFS Road Specification standards on behalf of itself and the County and included the Project on its list of road repair reimbursement claims to the State Office of Emergency Services (State); and

WHEREAS, County included repairs to Division Creek Road, on its list of County road repair reimbursement claims to the State; and

WHEREAS, County has an easement with the USFS for the roadway and is therefore the eligible applicant for State reimbursement for the repairs; and

WHEREAS, the Parties have an interest in LADWP proceeding with the repairs it has undertaken; and

WHEREAS, the State has agreed that County may pay LADWP on a time and materials basis in an amount not to exceed the reimbursement County receives from the State for the work performed by LADWP on the Project as invoiced on completion; and

WHEREAS, County may seek State reimbursement for documented repair work arising from Gully Washer done by LADWP on the Project and by County for such additional repairs as County deems necessary on Division Creek Road.

NOW THEREFORE THE PARTIES AGREE:

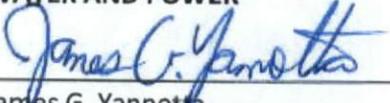
- A. The Project description is set forth in Exhibit "A," which is incorporated herein by this reference as though set forth fully.
- B. LADWP will direct to County on completion of the Project an invoice with all back up documentation as is required by the State to support all charges for time and materials incurred by LADWP in completing the Project.
- C. County will submit LADWP's invoice to State for reimbursement and will pay to LADWP any money it receives from the State for work invoiced by LADWP for the Project, but no more, within thirty (30) days of receipt.

- D. LADWP has authority to agree and agrees to accept as full compensation for work performed and invoiced by it on the Project only those funds reimbursed by the State to County for LADWP's work.
- E. In the event a State audit determines money paid to County and by County to LADWP as reimbursement for work on the Project is subject to repayment to the State, LADWP agrees it is responsible for and will repay any money claimed due by the State directly to County within a reasonable amount of time of receiving notice repayment is due, and County agrees it will repay the reimbursement money to the State.
- F. Each party is a public entity and is responsible for and obligated to fully defend any litigation arising from its own willful or negligent conduct without indemnification from the other in association with this transaction. LADWP will not seek indemnification from and will defend County in association with any claims arising from work it does on the Project and County will not seek indemnification from and will defend LADWP in association with any claims arising from work it does on Division Creek Road.
- G. This document contains the entire Agreement between the parties.
- H. This Agreement is effective the date first written above.

INYO COUNTY BOARD OF SUPERVISORS

Linda Arcularius
Chair

**LOS ANGELES DEPARTMENT OF
WATER AND POWER**



James G. Yannotta
Manager of Aqueduct

EXHIBIT "A"

**Project Description to Repair and Restore the Inyo County Road at
Division Creek due to a Flood Event on July 22, 2013
Los Angeles Department of Water and Power (LADWP)**

Description of Work

A heavy rain event on the night of Monday, July 22, 2013, washed away and damaged the facilities at the Division Creek Power Plant (Power Plant). Road grading will be needed to obtain access to the intake structure area and penstock. The area around the Power Plant will be used as a temporary staging area for materials and equipment. All of these facilities are located on United States Forest Service (USFS) land.

During the heavy rain event on the evening of July 22, 2013, the existing Power Plant concrete Intake structure and 12-inch diameter steel penstock were extensively damaged. Vehicle access to the Intake was not possible due to the road being covered with large boulders. On July 25, 2013, a field meeting was held with representatives of LADWP and USFS to preliminarily access the damage situation.

Restore approximately 0.6 miles of roadway (3,200 feet) from the Intake structure to the east.

LADWP is proposing to regrade the area to restore an access road to the Intake structure and upper penstock. Approximately 3,200 feet of dirt roadway will need to be restored. The road is covered with large boulders. A track excavator will be used to move the large boulders to distribute them as evenly as possible. Dirt fill material from the Division Creek Pit will then be trucked in and dumped over the boulders. A tractor and backhoe will then be used to spread the dirt material to fill in between the boulders to create a driveable surface. LADWP owns the Division Creek pit so there is no charge for the dirt fill material, there are annual permitting fees for the pit. During construction of the roadway, the Division Creek flow may remain in the old creek channel.

On August 22, 2013, an encroachment permit was received from Inyo County Road Department to reconstruct the roadway.

In 2007, an application was filed and approved to conduct archaeological surveys to investigate the replacement of the penstock from the Intake structure to the Power Plant. An Archaeological Consultant has been utilizing the past surveys and working with the USFS to be on site during the initial grading of the flood damaged road. LADWP Watershed Resource personnel have conducted biological surveys in the road work area.

Location

The Division Creek Power Plant is located approximately 5,800 feet west of Tinemaha Road. The Intake structure is located west another two miles from the Power Plant. USFS land begins approximately 2,600 feet west of Tinemaha Road. The Power Plant is located on a 10 acre right of way in NW ¼ Sec 5, Township 12, South Range 34 East.

Field Project Manager

Mr. Robert W. Turner, LADWP Construction and Maintenance Supervisor
(760) 873-3001

Schedule

Road repair work will be conducted from August through December 2013, the work duration is approximately 60 days of construction. Construction work will be suspended during October and November due to a scheduled Aqueduct shutdown. \

Estimated Equipment and Materials - Road repair:

- 1 - D7 dozer
 - 1 - 924 G Cat loader
 - 1 - 330 Excavator
 - 1 - Grader
 - 6 - Pickup trucks
 - 1 - Water truck
 - 2 - Backhoes
 - 4 - Dump trucks (5 and 20 yard capacity)
 - 2 - Concrete delivery trucks
- Decomposed granite or dirt base material – roadway reinforcement
 - 48-inch pipe – Division Creek culvert

Division Creek Area – Damaged Roadway on July 24, 2013



Division Creek Area – Damaged Roadway on July 24, 2013



Photo below is the road restoration work September 5, 2013

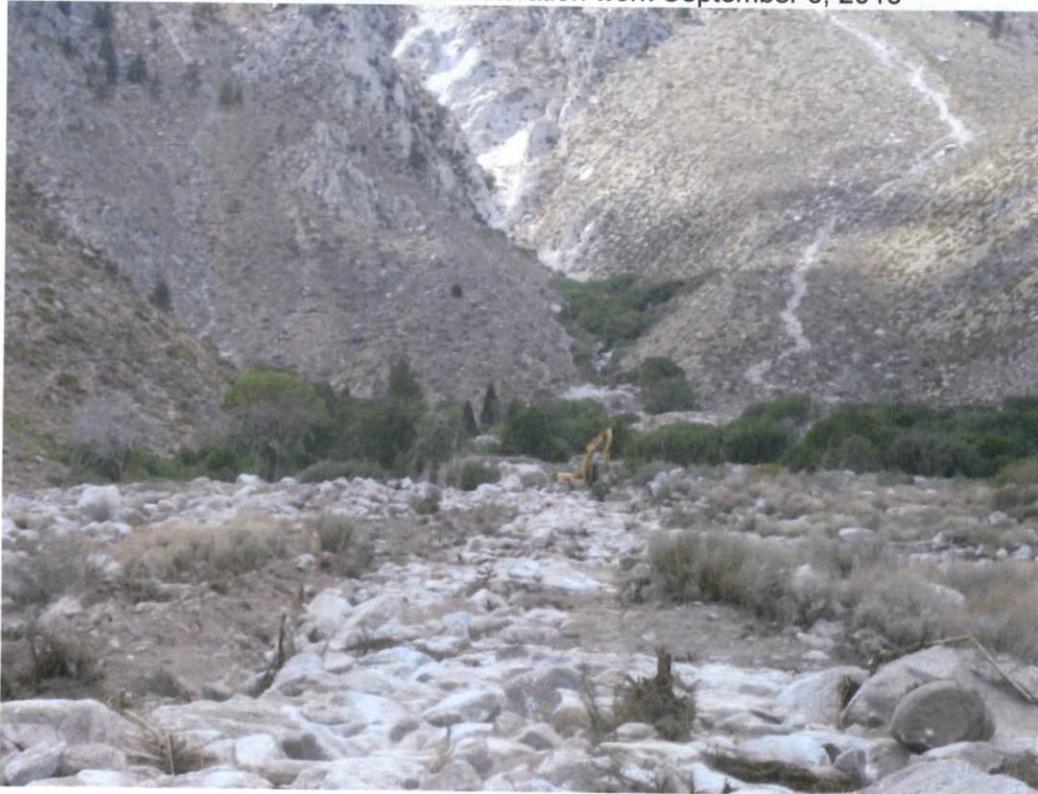
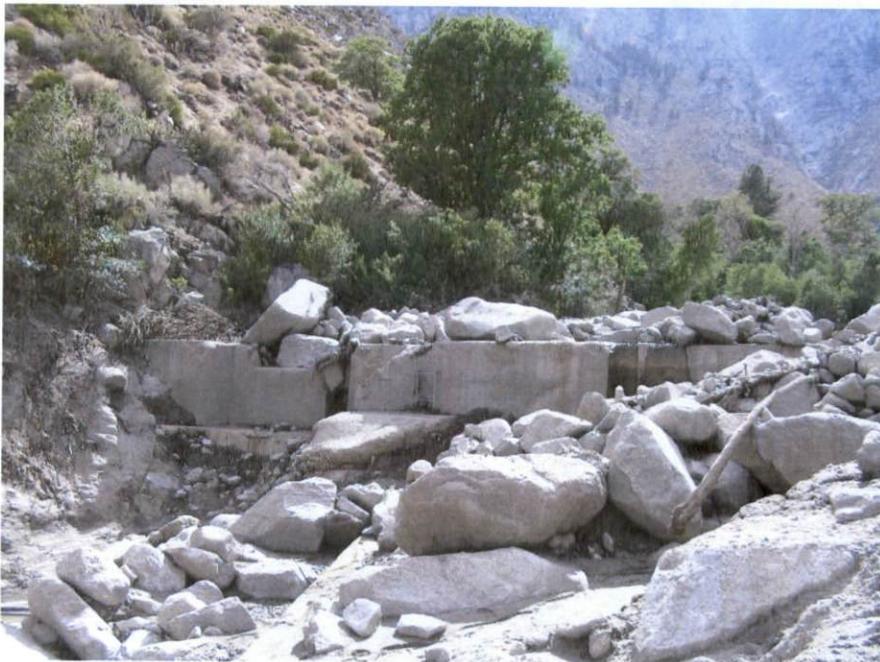


Photo below is the road restoration work on September 5, 2013



Road needed to access the damaged Division Creek Intake Structure



**Division Creek Flood of July 22, 2013
Cost Estimate for Cal OES Project Listing**

Restore 0.6 miles of roadway from the Power Plant to the intake
3200 feet of road to rebuild at 80 feet per day for 40 days

WO# ZWR25

		Unit Cost	
Materials			
	Grade 3200 feet of road (0.6 miles)		0.00
Feet	100 Culvert pipes 24 inch dia	feet	20 2,000.00
	Road base material		0.00
	Dirt fill material from Divison Creek Pit		0.00
			0.00
	Subtotal		2,000.00
	10% misc		200.00
	Total Matis		2,200.00

		Rate	Number	Hr/Day	Days	
Labor	C & M Supervisor	71.64	1	10	5	3,582.00
	Labor Supervisor	48.85	1	10	5	2,342.50
	Equip Operator	44.09	2	10	30	26,454.00
	Hvy duty truck oper	37.65	2	10	10	7,530.00
	PSO	46.50	3	10	20	27,900.00
	WW Mechanic Spvr	60.48	0	10	0	0.00
	Waterworks Mechanic	49.88	0	10	0	0.00
	Building Repairer	40.64	3	10	5	6,096.00
	Maint & Const Helper	35.96	5	10	10	17,980.00
	Total Labor					91,884.50

		Hrly rate	Number	Hrs/day	Days	
Transportation & Construction Equipment	Backhoe trailer	3.42	1	10	20	684.00
	Backhoe	27.04	1	10	20	5,408.00
	Dump Truck 2 axle	13.75	2	10	25	6,875.00
	Dump Truck 3 axle	22.91	4	10	25	22,910.00
	Excavator	56.88	2	10	25	28,440.00
	Grader	80.00	1	10	20	16,000.00
	Loader	39.79	1	10	10	3,979.00
	M & C truck	13.2	4	10	20	10,560.00
	P/U trucks	7.23	3	10	20	4,338.00
	Sprinkler Truck	30.5	1	10	25	7,625.00
	Fuel serv Truck	20.65	1	10	5	1,032.50
	Utility Trucks	4.56	1	10	5	228.00
	Rentals					0.00
	Total Transportation & Construction Equipment					108,079.50

Other Outside Services **0.00**

Division Creek Flood of July 22, 2013
 Cost Estimate for Cal OES Project Listing

Restore 0.6 miles of roadway from the Power Plant to the intake
 3200 feet of road to rebuild at 80 feet per day for 40 days

WO# ZWR25

RECAP FOR WORK ORDER ZWR25 (Restore 0.6 miles of roadway from the Power Plant to the intake)

Direct Costs			
	Labor		91,884.50
	Material		2,200.00
	Transportation		0.00
	Other Outside Services		0.00
	Total Directs		94,084.50
Services			
	Transportation & Construction Equipment		108,079.50
	Shops		0.00
Indirect Charges			
	Super & Engr	0.00	0.00
	Admin & General	0.00	0.00
	FEMA Compensated Time Off (CTO) Rate	1.21	111,465.09
	FEMA Labor Fringe Benefits Rate	0.69	77,457.09
	Material Handling	0.01	22.00
			188,944.18
WO# ZWR25 - Estimated Costs:			391,108.18

NOTES:

FEMA CTO rate are applied to Regular Labor

*FEMA Labor Benefits rate covers Retirement & Death Benefit (R&BD) and Health Care Costs (HCC) only.
 applied to Distributed Regular Labor (with CTO applied)*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: **December 17, 2013**

SUBJECT: 2013-14 Fall Round of Community Project Sponsorship Program Grants

DEPARTMENTAL RECOMMENDATION: Request your Board:

- A. Review and approve the second round of 13 Community Project Sponsorship Program Grant awards for 2013-2014 recommended by the Community Project Sponsorship Program Grant Review Panel, and in the amounts recommended by the Panel (Attachment A) in the total amount of \$80,000; and,
- B. Authorize the County Administrator to sign the contracts with the Fiscal Year 2013-2014 Community Project Sponsorship Program applicants, in the amounts approved by your Board, contingent upon appropriate signatures being obtained.

SUMMARY DISCUSSION:

Background

The Board originally approved the Community Project Sponsorship Program Guidelines and County of Inyo Standard Contract No. 159 (Independent Contractor – Community Project Sponsorship Program) at its meeting on September 25, 2007. (Revisions to the CPSP Guidelines were approved by the Board on December 23, 2008, with those revisions then reflected in Standard Contract No. 159. Revisions to the CPSP Grant Application were approved by the Board on October 30, 2012.)

The Community Project Sponsorship Program's Fiscal Year 2013-14 budget allocation is \$100,000, which was approved in September of 2013. A Fall Round of CPSP Grants was completed in August 2013, resulting in the award of \$20,000 of grant funding for six projects. This cycle of grant funding represents the second round of grant applications and awards in 2013-14. All grant funds must be spent during the 2013-14 fiscal year.

By request of the applicants, application materials were e-mailed to previous Advertising County Resources Program applicants, as well as other organizations that expressed an interest in the Program. Potential applicants were also informed that the Community Project Sponsorship Program materials -- guidelines, application, contract No. 159 -- are available on the County's website. A press release announcing the availability of grant funding was sent to local media, and appeared in print, broadcast and Internet outlets. In several cases, staff answered questions and clarified the grant guidelines for organizations and groups seeking to apply for this round of grants.

On November 22 2013, the Community Project Sponsorship Program received 20 applications requesting a total of \$147,609 in grant funding. Staff assembled the application materials in a digital format and also placed the full applications into packets for the members of the Review Panel. All applications were also made available to your Board, as were the digital versions of the applications to allow your Board to review the applications if so desired.

Staff convened a Review Panel consisting of four county residents: Rich White, Independence; Allan Pietrasanta, Bishop; Mary Roper, Independence; and Karen Kong, Bishop. The grant applications, guidelines and general instructions were given to the members of the panel to review before they convened as a group. The four-member Review Panel met on Thursday Dec. 5, 2013. The members of the Review Panel discussed the merits of each application and then individually completed an evaluation form for each application. The evaluation form included a recommended "score" for each grant (see below) to determine eligibility, and a recommended funding level. The members of the Review Panel filled out the scoring sheets as Panelists A, B, C and D. The members of the Review Panel were asked to score the applications relative to each of the following criteria (previously approved by the Board):

- i. **Objective [10 points].** Does the application seek funding for a specific event or project, or component thereof that is likely to enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County?
- ii. **Community Support [15 points].** Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the project or event? Is there evidence of monetary or in-kind support from the local business community?
- iii. **Likelihood of Success [10 points].** Is it the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total cost, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed, or similar projects or events? Is the nature of the project or event such that it seems "doable?" If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?
- iv. **Scope of Benefit [10 points].** Is the benefit of the project or event clearly articulated? Will the project or event benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the project or event is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the project or event extend to the greater region, or the County as a whole?
- v. **Overall Merit [15 points].** What is the overall quality of the idea being proposed? Is it unique? Is it "tried and true"? Does it support the tenets of "civic tourism" (e.g., ecotourism, agricultural tourism, cultural tourism, heritage tourism, geotourism, etc.)? [See www.civictourism.org]. Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the project or event articulate or enhance what people love about the community in which they live, recreate or vacation?
- vi. **Measurable Outcomes [5 points].** Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?
- vii. **Leveraging of Resources [10 points].** If the Community Project Sponsorship Program grant is the primary source of monetary funding for the project or event: (1) what will be the return on the County's investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to the event? If the amount requested is less than 50% of the cash needs for the project or event, what additional benefit(s) will be derived as a result of receiving Community Project Sponsorship Program funding?
- viii. **Regional Context [5 points].** Is the project or event part of an organized series of regional events or a regional theme? Does the project or events have a possible future regional application?
- ix. **Sustainability [5 points].** Is the project or event intended and likely to continue in the future without additional Community Project Sponsorship Program support?
- x. **Other County Support [5 points].** Is the funding being requested through the Community Project Sponsorship Program the only form of financial or in-kind support the applicant, or project or event, will receive from Inyo County this fiscal year?
- xi. **Clarity [10 points].** Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which Community Project Sponsorship Program grant funding is sought clearly identified, and such that reimbursement for eligible expenses can be easily made?

The Review Panel's total scores for each grant were averaged, and the results are presented for your Board's consideration in Attachment A. Pursuant to the Community Project Sponsorship Program Guidelines, in order to be considered for funding, a grant had to have an average score of at least 70 points.

Panel Final Recommended Funding

The panel members were asked to make a funding recommendation for each project, regardless of the score they gave

the project, and those recommendations were averaged to arrive at the Average Recommended Funding on Attachment A. Projects that did not reach the 70-point threshold received zero funding when the Panel decided on the final Recommended Funding. The panel made a number of funding adjustments to numerous projects in order to award the full \$80,000 available for this final round of grants in the 2013-2014 Community Project Sponsorship Program.

GRANT REQUESTS RECOMMENDED FOR FUNDING

Death Valley Chamber Visitor Guides Supplemental Printing (Death Valley Chamber of Commerce): Demand for the Death Valley Chamber Visitor Guide continues to exceed the supply of guides. This grant will once again allow the Chamber to expand the print run and distribution of the 2014 Guide. The Guide is distributed at events and travel shows, is available digitally and also mailed to fulfill information requests.

Average Score: 81.50; Funding Request: \$7,250; Recommended Award: \$5,000.

Death Valley Chamber Website Upgrade (Death Valley Chamber of Commerce): The Chamber's webpage presence is enjoying a "virtuous cycle." Previous CPSP-funded upgrades have increased traffic and visitors to the site, which drives the need to upgrade and enhance the site, including adding more pages, photos and information, and translating that new content into the seven languages offered on the site (French, German, Italian, Chinese, Korean, Italian and Dutch).

Average Score: 87; Funding Request: \$7,600; Recommended Award: \$6,000.

Father's Day Weekend Fishing Derby (Community of Independence/Friends of Mt. Whitney Fish Hatchery): This annual fishing derby is a traditional local event that brings out-of-county visitors to the region, and promotes angling opportunities in the Independence area, including the Lower Owens River.

Average Score: 84.75; Funding Request: \$6,000; Recommended Award: \$5,500.

Lone Pine Film History Museum Billboard Advertising Campaign (Southern Inyo Community Foundation): The Film Museum will design and install two original billboards advertising the Museum and suggesting motorists on U.S. 395 stop at the Museum and Lone Pine. The billboards will most likely be placed in the Olancha and Independence.

Average Score: 78.75; Funding Request: \$10,000; Recommended Award: \$8,500.

2014 California High School Rodeo State Finals Championships (Bishop Area Chamber of Commerce and Visitor's Bureau): The Chamber is one of the key organizations responsible for helping make this excellent event enjoyable for participants, judges and rodeo staff. The event brings hundreds of high school athletes and their families to the area, introducing a new group of visitors and a new generation to Inyo County and the Eastern Sierra.

Average Score: 80; Funding Request: \$10,000; Recommended Award: \$7,000.

2013 Blake Jones Trout Derby (Bishop Area Chamber of Commerce and Visitor's Bureau): A long-running, traditional event that attracts about 1,000 anglers from across the state and region to Pleasant Valley Reservoir and the Owens River for an early season day of fishing. The event generates substantial news coverage which boosts interest and awareness of fishing opportunities in the Eastern Sierra.

Average Score: 91; Funding Request: \$10,000; Recommended Award: \$8,000.

Images of Inyo Photo Contest (Lone Pine Chamber of Commerce): This will be the fifth county-wide photo contest. There were more than 148 entries last year. The event, and the significant amount of national advertising in photo-related media, promotes Inyo County as a photography destination. All the contest photos can be used by promotional organizations throughout the County. The Chamber spends the allocated funds before the end of the fiscal year, even though the contest runs through 2014.

Average Score: 83.25; Funding Request: \$9,500; Recommended Award: \$8,000.

Early Opener Trout Derby (Lone Pine Chamber of Commerce): The first fishing derby of the 2014 fishing season in the Eastern Sierra, the Southern Inyo Early Opener has been a successful event for many years, both in terms of numbers of anglers attending and the amount of publicity generated. Attendance and number of participants has been increasing over the past few years, and organizers hope to continue that growth and success.

Average Score: 85.50; Funding Request: \$7,500; Recommended Award: \$6,500.

Inyo County Visitors Guide (Seventh Edition): (Lone Pine Chamber of Commerce): This promotional piece (20,000 copies) is printed in a glossy magazine format with four-color photos throughout. The guide is an integral part of the overall marketing effort for local Chambers of Commerce and the County.

Average Score: 81.50; Funding Request: \$10,000; Recommended Award: \$8,500.

Sierra Roots Music Festival (Lone Pine Chamber of Commerce): The organizers previously hosted a similar festival (Spring Jam), which attracted bands that played for free and a large audience. This event seeks to expand and improve on that experience by adding an evening "jam session" and all-day performances, upgrading the stage and sound equipment and additional advertising with an eye to creating a sustainable, annual music festival in Southern Inyo County.

Average Score: 73.75; Funding Request: \$9,000; Recommended Award: \$6,000.

Wild Wild West Marathon (Lone Pine Chamber of Commerce): This marathon has been held for 35 years, and has become part of the national, distance-race "circuit." The event consistently brings to the region between 250-300 competitors from across the state and county, and at least one support member per runner and the event's advertising in national running magazines promotes the area to a target audience suited to the County's outdoor attractions.

Average Score: 91; Funding Request: \$7,500; Recommended Award: \$7,000.

LOCOmotive #3 Geocache Event (Bishop Museum and Historical Society – Laws Museum): This will be the third Geocache event hosted by Laws. The two other events attracted an enthusiastic group of participants to the area and boosted the awareness of the region to the growing number of people who enjoy geocaching, primarily by having the event listed on geocaching.com.

Average Score: 82; Funding Request: \$2,500; Recommended Award: \$1,700.

Laws 7th Annual Benefit Concert/The Black Irish Band (Bishop Museum and Historical Society – Laws Museum): This is the seventh annual Laws Railroad Museum Benefit concert, and the panel noted that the grant funding would help make the fundraiser successful.

Average Score: 82; Funding Request: \$3,285; Recommended Award: \$2,300.

Grant Requests Not Recommended For Funding

None of the following grant requests averaged above 70 points during the panel's review, thus they are not eligible for funding under the program's guidelines (see attachment A). Staff will contact each applicant and relate comments from the Review Panel which might be helpful in future CPSP grant applications.

Bishop Community Concerts Association

New Owens Valley Treasure Hunt Passport Program (Bishop Area Chamber of Commerce and Visitor's Bureau)

Rainbow Days Trout Display and Festival (Bishop Area Chamber of Commerce and Visitor's Bureau)

Opening Day Fishing Season Media Reception (Bishop Area Chamber of Commerce and Visitor's Bureau)

GRANT REQUESTS THE PANEL DEEMED INELIGIBLE FOR FUNDING UNDER THE CPSP GUIDELINES:

Lone Pine Film History Museum Projector Lamps (routine operating expenses);

Bishop Chamber of Commerce and Visitor Bureau 2014 Inyo County Visitor Center Host Exchange Program (funding for staff/personnel);

Lone Pine Chamber of Commerce Lone Pine Pocket Park (capital improvements)

Next Steps

Once your Board takes action, all applicants will be notified as to whether or not they have been awarded funding and, if so, how much. Applicants, whose applications are approved, will be mailed a contract to sign. Those whose grant applications were not funded will be provided the opportunity to contact Program staff to discuss some of the reasons provided by the Review Panel (similar to the information provided to your Board above).

ALTERNATIVES: This report presents your Board with the Community Project Sponsorship Program Review Panel's funding recommendations. Your Board will make the final decision as to what grants are funded and in what amounts.

OTHER AGENCY INVOLVEMENT: County Administrative Officer, County Counsel, and Auditor/Controller.

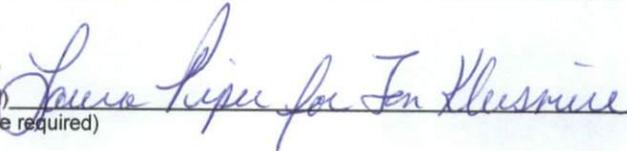
FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2013-2014, Advertising County Resources Budget (011400), Professional Services (5265).

APPROVALS

<p>COUNTY COUNSEL: N/A</p>	<p>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 _____</p>
<p>AUDITOR/CONTROLLER:</p>	<p>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>12/11/13</u></p>
<p>PERSONNEL DIRECTOR: N/A</p>	<p>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 _____</p>

DEPARTMENT HEAD SIGNATURE:

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



Date: 12-11-13

2013-14 Community Project Sponsorship Program Grant Applications
Summary Scores & Funding Recommendations

Project/Event Name	Requested Funding	Panelist A		Panelist B		Panelist C		Panelist D		Average Score	Average Recommended Funding	Final Recommended Funding
		Total Score	Recommended Funding									
Death Valley Visitor Guide Supplemental Printing	\$7,250.00	82	5,000	82	5,500	85	5,500	77	4,000	81.50	\$5,000.00	\$5,000.00
Death Valley Chamber of Commerce Web Upgrade	\$7,600.00	94	6,000	97	7800	80	7,500	77	5,000	87.00	\$6,575.00	\$6,000.00
Father's Day Weekend Fishing Derby	\$6,000.00	80	5000	83	6000	90	6000	86	5000	84.75	\$5,500.00	\$5,500.00
Bishop Community Concerts Association	\$10,000.00	50	0	45	0	65	2500	52	2000	53.00	\$1,125.00	\$0.00
Lone Pine Film History Museum Billboard Advertising Program	\$10,000.00	73	8000	81	9650	85	9000	76	8000	78.75	\$8,662.50	\$8,500.00
Lone Pine Film History Museum Projector Lamps	\$3,600.00	0	0	0	0	0	0	0	0	0.00	\$0.00	\$0.00
2014 CA High School Rodeo State Finals Championship	\$10,000.00	73	6000	74	9000	85	7500	88	7000	80.00	\$7,375.00	\$7,000.00
2014 Inyo Co Visitor Center Host Exchange Program	\$6,874.00	0	0	46	0	15	0	0	0	15.25	\$0.00	\$0.00
New Owens Valley Treasure Hunt Passport Program	\$10,000.00	38	0	32	0	70	5000	50	0	47.50	\$1,250.00	\$0.00
2014 Rainbow Days Trout Display & Festival	\$4,000.00	71	1000	73	0	65	1000	68	2000	69.25	\$1,000.00	\$0.00
2014 Media Reception	\$4,000.00	58	1000	51	0	65	0	58	1000	58.00	\$500.00	\$0.00
2014 Blake Jones Trout Derby	\$10,000.00	94	8000	94	9000	85	8000	91	9000	91.00	\$8,500.00	\$8,000.00
Images of Inyo County Photo Contest	\$9,500.00	84	7500	85	9500	85	7500	79	7500	83.25	\$8,000.00	\$8,000.00
Early Opener Trout Derby	\$7,500.00	85	6500	87	7000	80	7500	90	6000	85.50	\$6,750.00	\$6,500.00
Inyo County Visitors Guide	\$10,000.00	84	9000	80	8000	80	9000	82	8000	81.50	\$8,500.00	\$8,500.00
Sierra Roots Music Festival	\$9,000.00	70	4500	70	5700	75	7500	80	7000	73.75	\$6,175.00	\$6,000.00
Wild Wild West Marathon	\$7,500.00	89	7000	92	7500	90	7000	93	7500	91.00	\$7,250.00	\$7,000.00
Lone Pine Pocket Park	\$9,000.00	0	0	0	0	0	0	0	0	0.00	\$0.00	\$0.00
LOCOmotive #3 Geocache Event	\$2,500.00	83	1000	77	2500	85	1500	83	2500	82.00	\$1,875.00	\$1,700.00
7th Annual Benefit Concert - Laws Railroad Museum with the Black Irish Band	\$3,285.00	84	2500	80	1820	80	2000	82	3000	81.50	\$2,330.00	\$2,300.00

TOTAL REQUESTED

\$147,609.00

TOTAL RECOMMENDED

\$86,367.50

\$80,000.00

December 10, 2013

Death Valley National Park
Kathleen Billings, Park Superintendent
PO Box 579
Death Valley, CA 92328

Dear Superintendent Billings:

What follows is a response to the July 22, 2013 letter from Anna Botner, Concessions and Special Park Uses, Death Valley National Park to my company, AdventureCORPS, Inc. regarding the July 15-17, 2013 Badwater 135 Ultramarathon. The various subject headers are based upon each of the items raised in Botner's letter.

Before I offer detailed explanations and viable remedies to the issues brought up in Anna Botner's letter, let me state that I, our volunteers, and every participant and crew member considers their participation in AdventureCORPS events which take place within Death Valley National Park a privilege and by no means a right. Over the years, our well-run events have brought thousands of visitors to Death Valley National Park, each of them leaving as a proud ambassador for this very special American resource.

It is my sincere hope that we will be able to continue to offer such unique experiences and we also hope that the proposals outlined within this letter will serve to allay any safety concerns or other issues which the Park Service may have with the Badwater 135 Ultramarathon in particular, and with our cycling events by extension.

Participants

We share the Park Service's concern for the safety and wellbeing of all event participants and support crews, as well as the safety of the public and other Park visitors.

In the 26 year history of the Badwater 135 Ultramarathon (held annually since 1987):

- Not one entrant has ever been hospitalized, nor evacuated by ambulance. (See attached statement from Dr. Ben Jones of Lone Pine, with the Inyo County Coroner's Office, which attests to this.)
- We are aware of just one crew member having a heart emergency, and the race's medical team handled that quickly, likely saving his life.
- Not one car crash or collision has ever taken place in association with event, except for one quasi-crew member (a family member who was more of a spectator) who apparently had a lapse of consciousness during the 2012 event and drove off the roadway; there were no injuries or other vehicles or people involved.
- Not one citation has ever been issued by the CHP or NPS Rangers to any driver associated with the event.
- Inyo County, United States Forest Service, and the California Department of Transportation monitor the event and have consistently issued special event permits without issue.

In the early years of the race, before we took over its management with the 2000 edition, there were no rules whatsoever governing the size of each runner's support team. As such, some participants were supported by slow-moving RVs and packs of friends who ran along in a group with each entrant. Realizing this was neither safe nor sustainable, in 2000 we imposed rules limiting crew size to no more than six people and two smaller vehicles, while disallowing RVs, motor homes, and other oversized vehicles.

General Safety

In addition to the proposals outlined throughout this letter to further enhance the safety of this event, we would also like to acknowledge that the 2013 pre-race meeting was not held in the most effective setting (outdoors on the grass below the Furnace Creek Inn). Until two years ago, the meeting was held in the large Visitors Center Auditorium, which was large enough for every race entrant and essentially every support crew member to attend together, providing an ideal setting for conveying the various necessary safety reminders and instructions. With the auditorium being shrunk with the remodeling of the Visitors Center, we changed to hosting three identical, consecutive meetings (one per starting wave group) in the Marquez Room at the Furnace Creek Inn's, open to runners and crew chiefs only, in 2011 and 2012.

In 2013 we tried moving the meeting outdoors, so that everyone could attend all at once. This was not an ideal situation because we did not capture everyone's attention as closely and because the audio was not up to our needs. Additionally, a portion of this limited time had to be spent on the issue of Commercial Filming Permits.

For 2014 and beyond, we propose to return to hosting our pre-race meeting at the Visitors Center (in the now smaller auditorium), running two or three consecutive meetings so that all runners, all Crew Chiefs, and each runner's Health & Safety Officer can (and would be required to) attend. We understand there will be a fee associated with the use of the room and will expect to pay accordingly.

For 2014 and beyond, we propose to further increase the event's safety with the following additional requirements:

- Requiring each entrant to have no more than four crew members and one vehicle on the race course within Death Valley National Park.
- Disallowing more than two crew members on the runners' side of the road at any given time (for example, one "pacer" who accompanies the runners, plus one stationary crew member handing supplies and other assistance.) This will eliminate the "pit stop" activity that some support crews perform, with 3 or 4 crew members crossing the road together and waiting to support their runner.
- Requiring all crew members who are on or cross the roadway to wear a high-visibility reflective vest at all times of day and night.
- Imposing immediate time penalties, or disqualification, upon any runner whose crew members cross the road dangerously or who loiter on the roadway.
- We will require each entrant to provide, well in advance, the name and email address for their Crew Chief and the names and email addresses for the rest of their support crew members. We will then provide direct communication and

education to every support crew member involved with the event in the months leading up to each July.

- We will create the concept of "Health & Safety Officer" within each support crew, the person who is particularly tasked with overseeing the health and safety of each member of that support crew, as well as their runner, and adherence to all rules. This role may also be filled by the Crew Chief.
- The vast majority of the race entrants bring a nurse, EMT, MD or other first responder or medical professional on their support team. We will identify these medical personnel in advance of the event and ask for them to take a more active role in maintaining safety and appropriate actions during the event.
- We will also create an online registry for veteran crew members of the event, and veteran Crew Chiefs and Health & Safety Officers, and effectively require all entrants in the event to bring veterans of the event (whether veteran runners or support crew members) on their support crews.
- We will create additional content on the event website, and in the event magazine, to educate runners and crews about safe conduct and appropriate actions. This will include webinars, teleconferences, and the like, as well as informative webpages and printed materials.

Blocking of Badwater Parking Lot?

The letter states that "*Event vehicles blocked the inflow route to the parking lot at Badwater. Everyone is required to park in designated parking spaces.*" However, we do not understand the reference nor inference here. Nobody on the race staff did or would block the route into the Badwater Basin parking lot. In fact, the inflow (northern) entrant to the lot is monitored by CHP Officer Scott Wall. Photos of each of the three starting waves of the event show empty parking spaces available in the lot. That said, if there are parking issues, we would be happy to help mitigate any that can be identified.

Banner Use across the Badwater Road at the Start Line

If we request to continue hosting the start line for the event on the Badwater Road and intend to position a banner there during the countdown to the start, we will identify that activity and prop in the application for the event. See below regarding the start line.

Blocking the Badwater Road at the Start of the Event

For 2014 and beyond, we propose to start the event directly at the Badwater Basin sign. This would eliminate the need to block the roadway and would more quickly spread out the runners into a single file along the left side of the road.

In the past, the event has always started directly on the Badwater Road, at approximately the mid-way point of the adjacent Badwater Basin parking lot. For about three minutes prior to the start of each wave of the event (600am, 800am, and 1000am), we have directed any traffic (which usually is non-existent) to bypass that stretch of the roadway by driving through the Badwater Basin parking lot instead. This traffic control is

performed by CHP Officer Scott Wall (off-duty, in a reflective vest) on the northern end and by the Liberty Ambulance (which literally parks across the roadway, with its flashing lights on, for those brief minutes) on the southern end.

Warning Signs

We are aware that our DOT-approved warning signage along the route must not be held down with rocks. One or two of our signs were held down with rocks, temporarily, in 2013, but that was a mistake on the part of the person who put them up. When I found the sign near the Mesquite Dunes outside Stovepipe Wells held down with rocks during the first afternoon of the event, I immediately removed the rocks and relocated the sign. We apologize for not communicating more clearly with the person who put up that sign. It will not happen again.

Portable Restrooms

We propose to rent portable toilets, as we do for our one-day cycling events, to be placed at several locations along the race route on the first day of the event, specifically at the entrance to Artist Drive, in front of the check-in building for the Furnace Creek Ranch, at the intersection of Beatty Cut-Off and Hwy 190, and the intersection of the Scotty's Castle Road and Hwy 190. Additionally, we will require each support team to bring personal portable toilet products such as the Biffy Bag (www.biffybag.com/) and dispose of them properly after use. We would also issue a time penalty or possible disqualification, against any runner, or their support crew, who is seen defecating inappropriately.

Mustard Curves

We will disallow stopping, parking, or pedestrian crossing of Hwy 190 (except in emergency) in the approximately two-mile section between Harmony Borax Works and Cow Creek turn-off due to the minimal line of sight in that area.

Nighttime Visibility

According to the race rules, *"From 700pm to 600am each day (night) of the event, while outside on the race course, all racers and all crewmembers/pacers must wear reflective material facing in all four directions, as well as blinking red lights facing front and rear."*

As stated above, no runner, crew member, or race staffer has been struck by a motor vehicle, nor has any motor vehicle crashed nor been caused to crash because of anything associated with the event.

Also, traffic is extremely light during nighttime hours of this event, on the Father Crowley's ascent in particular, as the vast majority of the runners make this ascent between midnight and 6:00am.

Additionally, all runners and crew members are highly incentivized to NOT get hit by a motor vehicle. Also, because it is so extremely dark and extremely quiet along the route, those on foot are well aware of any motor vehicles approaching them from either direction long before the vehicle actually passes, or even sees, the runner.

It is our contention that the overwhelming majority of the runners and crews are more than adequately meeting our guidelines. Additionally, our roving race staff, as a matter of course, would immediately stop and require any runner or crew member to be adequately lit up while on the roadway at night.

The quality, brightness, and effectiveness of lighting and reflective materials improves almost annually due to the nationwide, and worldwide, popularity of these types of events and the interest in providing products to meet this need. We will implement even stricter rules and guidelines as to what is sufficient to meet and exceed our race requirements for nighttime safety.

To further increase nighttime safety, we will:

- Require each runner and crew member, when passing any of our stationary checkpoints, such as at Stovepipe Wells and Panamint Springs Resort, to stop momentarily to confirm that the runner and the entire support crew are conforming to the race guidelines for nighttime safety.
- Place additional California DOT-approved warning / informative signage (orange, 36" wide, with universal symbols) on the race route at the top and bottom of the Father Crowley climb and Towne Pass in order to further alert motorists to the presence of the event.
- Impose a time penalty or disqualification upon any runner who flagrantly disregards nighttime running rules and common sense on the roadway. This would extend to the behavior of each runner's support crew as well.
- Limiting the number of crew members and crew vehicles, as described above, will also improve nighttime safety.

Size and Scope of the Badwater Medical Team

We have an extensive Medical Team on site during the event and its location, contact information, and more is outlined on the Medical Resources and Communications sheet which was provided to DVNP and everyone associated with the event. (See attached.)

Dr. Megan Dell is the Medical Director of the Badwater 135 Ultramarathon. She heads up the 15-person Medical Team which supports the race and which in 2013 included eight MDs, three RNs, two EMTs, and one Ph.D. exercise physiology professor, along with the two EMTs with Liberty Ambulance. Dr. Dell has been a member of the Badwater Medical Team since 2007 and its leader since 2010. She is a full-time emergency room doctor and Assistant Professor of Emergency Medicine, Department of Emergency Medicine at the University of New Mexico School of Medicine.

The Medical HQ is set up at cabin 206 at the Furnace Creek Ranch on Monday until 200pm, and then more expansively at the Stovepipe Wells Auditorium from Monday at 200pm through Monday night. During the night, an advance team locates in Lone Pine at the Dow Villa Motel and that becomes the Medical HQ for the latter part of the event. The Medical Teams sets up a veritable Field Hospital with extensive supplies to treat nearly any possible eventuality. All of their equipment has been selected and purchased by the Medical Team Director and is inventoried and maintained by AdventureCORPS. This

includes six AEDs which AdventureCORPS purchased and which are positioned along the course.

Multiple member of the race medical team constantly patrol the course, interviewing and observing support crew members and runners to keep a gauge on everyone's current status or potential need for medical care. They are continuously within the race staff's radio and/or satellite phone communication loop as well. Their goal and intent it to send anyone showing any indication of possibility needing medical care, or simply needing to get out of the sun, to travel to Medical HQ for evaluation and care. They are extremely effective in accomplishing their tasks and they take their job very seriously. Also:

- Not one entrant has ever been hospitalized, nor evacuated by ambulance.
- We are aware of just one crew member having a heart emergency, and the race's medical team handled that quickly, likely saving his life.

Additionally, the race director has a member of the Medical Team, Dr. Mary Kashurba, with him at all times and places throughout the event, as well as an AED and medical supplies.

Above and beyond the official Medical Team supporting the event, many of the roving race officials and time keeping staff are also emergency first responders, such as CHP Officer Scott Wall, firefighter Scott Dakus, Santa Monica Lifeguard Michael Angelos, and others. Furthermore, the vast majority of race entrants have at least one medically trained person on their support crew.

(See the attached outline of the 2013 Badwater Medical Team. Also, see attached explanation of the High Success Rate of Badwater 135 Ultramarathon runners.)

Liberty Ambulance Contract

We annually produce four events within DVNP for which a stand-by ambulance is rented by us and provided by Liberty Ambulance in Ridgecrest. We are aware that we are required to provide a copy of that contract for each event in advance of each event. If that did not happen in the lead-up to the Badwater 135 in July, it was an oversight and for that we apologize. It won't happen again.

Park Entrance Fees and Event Roster

It was agreed between us and DVNP staff many years ago that our organization would pay the Park Entrance Fee directly on behalf of each entrant in our cycling events. It was also agreed that we would insure that every entrant in the Badwater 135 Ultramarathon shows us proof of having paid the Park Entrance Fee for their one, or two, support vehicles. We have consistently done that every year, without fail: this is the very first requirement they must meet before they even begin the check-in process for our event. While it may be possible that some of runners' support vehicles were not displaying a window sticker, we can assure you that every entrant paid the requisite \$20 per vehicle, and that we did so for our staff vehicles as well.

“NPS Monitors Must be able to Contact Holder and Medical Crew”

As we do every year, we provided copies of our Medical Resources and Communications sheet to DVNP staff in advance of the event. This includes the satellite phone numbers for the race director, medical team leader, and other key staff members, as well as the land line numbers for the medical and race HQ locations along the route. (See attached.) Additionally, we have timing checkpoints set up within DVNP in Furnace Creek, Stovepipe Wells, and Panamint Springs Resort, so our race staff may be contacted at any of those locations.

We were caught off guard when DVNP staff asked this year, the day prior to the event, for us to provide one of our rented radios that we use to communicate between all race staff. This has never been requested before. First, we didn't have an extra radio that we could provide, but we also did not have time to evaluate that request. The race staff, especially during the first day of the event, is pretty continuously discussing the goings on of the event. By asking for one of our race staff radios, DVNP was effectively asking to listen in on all of our race staff communication.

Cal Trans Filming Permits

As your 7-22-2013 letter correctly stated, “There was no Cal Trans permit for filming on Highway 190 and there never has been for any past Badwater Ultramarathon event.” This is because the California DOT does not consider our photography and filming of the event to be commercial in nature and does not require us to obtain permits for such. They occasionally do require permits for some TV crews, if they are of a documentary, long format nature, but not for TV News crews. California DOT takes no issue with the photography and/or filming of the event by us, the event organizers, nor the participants in the event doing the same for their blogs, websites, Youtube, and the like. We do, of course, always have all necessary encroachment permits in place from California DOT Inyo County, and the United States Forest Service for the sections of the race route which fall under their jurisdiction.

NPS Commercial Filming Guidelines:

We will direct all potential, and confirmed, entrants in the event to the DVNP website in regards to commercial filming, so that they may determine if their photography falls under commercial filming guidelines and therefore apply more than 30 days before the event as necessary. We will require all participants to follow any NPS guidelines in regards to filming, and we will cooperate with DVNP staff in helping to identify those race staff, entrants, or/or support crew members who are categorized as conducting commercial filming. To further this goal, we will create a simple one-page questionnaire, which each participant will be required to submit to us, which will help to clarify who is, and who is not, conducting filming subject to NPS commercial filming guidelines.

We propose that, whenever possible, any filming or photography conducted by runners or support crews that may be construed as commercial in nature may be conducted under the aegis of the commercial filming permit held by us, the organizers.

In closing, by the granting of our necessary special use permit, the National Park Service is allowing Death Valley National Park to be responsibly enjoyed by participants of AdventureCORPS events one step, or pedal stroke, at a time. All of these events are held within the rules and guidelines that have evolved over a near-flawless 24-year history that creates the safest environment imaginable.

We thank you for your consideration and we look forward to many more years of a close, positive, collaborative working relationship between our organization and the National Park Service.

Yours in sport,

Chris Kostman,
Chief Adventure Officer and Race Director

AdventureCORPS, Inc.
638 Lindero Canyon Rd #311
Oak Park, CA 91377 USA
Cell 818 661 0016

<http://www.adventurecorps.com>
<http://www.badwater.com>
<http://www.the508.com>

Attached:

- Medical Resources and Communications (2013 Badwater 135 edition)
- Statement from Dr. Ben Jones of Lone Pine and the Inyo County Coroner's Office
- 2013 Badwater Medical Team Outline
- Explanation of the High Success Rate for Badwater 135 Ultramarathon Runners
- AdventureCORPS History within Death Valley National Park, including:
 - Economic and Charitable Impact of AdventureCORPS Participants
 - Positive Publicity for Death Valley National Park and Gateway Communities
 - The Badwater 135 Ultramarathon in Print
 - Statistics about the Badwater 135 Ultramarathon
- Previous Comments from Death Valley National Park staff about Badwater 135 and other AdventureCORPS events
- AdventureCORPS Events and the National Park Service: A Great Fit!
- Letters of Support From:
 - Geneil White, Death Valley Natural History Association
 - Nancy Reynolds, Challenged Athletes Foundation
 - Officer Scott Wall, California Association of Highway Patrolmen
 - Yolanda Chavez, Dow Villa Motel, Lone Pine
 - David MacIlwraith, Stovepipe Wells / Death Valley Lodging Company
 - Phyllis Nefsky, Furnace Creek Ranch & Inn / Xanterra
 - Bill Walton, TV sportscaster and long-time AdventureCORPS ride participant

**2013 Badwater Medical Team Members
(Years on the team listed in parentheses.)**

Jennifer Amdor, RN (2012-2013)

Registered Nurse, University of New Mexico Hospitals, Department of Emergency Medicine

Marco Apostol, RN (2013)

Registered Nurse in the ICU specializing in Neuro/Trauma, Desert Regional Medical Center, Palm Springs, CA

Dr. Mike Berry (2013)

Resident physician, University of New Mexico Hospitals, Department of Emergency Medicine

Dr. Megan Dell (2008 and 2009; Medical Director 2011 to the present)

Assistant Professor of Emergency Medicine, Department of Emergency Medicine, University of New Mexico School of Medicine

Dr. Mary Kashurba (2009, 2011, 2013; also a Badwater 135 finisher in 2003 and 2006)

Board Certified in Physical Medicine and Rehabilitation

Dr. Greg Lamb (2013)

Resident physician, University of New Mexico Hospitals, Department of Emergency Medicine

Dr. Venessa Lee (2013)

4th year medical student, University of Missouri (Columbia, Missouri)

Future Physical Medicine and Rehabilitation Physician

NCAA 3 time national champion runner and 6 time All American runner

Jeff Lynn, Ph.D. (2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013)

Professor of Exercise and Rehabilitative Sciences, Slippery Rock University
Chairperson, American College of Sports Medicine Special Interest Group on

Endurance Athlete Medicine (2010-2013)

Medical Team: Western States 100-Mile Endurance Run (2005, 2006), Chicago Marathon (2006), Houston Marathon (2007)

Researcher: Endurance athlete physiology and exercise in extreme environments

Wilderness First Responder

Finisher of 10 ultramarathons

Dr. Vanessa McGowan, MD, MS (2012, 2013)

UC-Davis Medical Center, Physical Medicine and Rehabilitation, 4th year Resident

George Miller (2009, 2012, 2013)

32 years as an EMT, 17 years as a paramedic, Menlo Park Fire District
11 years on the medical team for Western States 100 Mile Endurance Run
Veteran finisher of 20 ultramarathons up to 100 miles

Steve Teal (2009, 2012, 2013; also a Badwater 135 finisher in 2005-2008, and 2010))

25 Years, Firefighter Paramedic Orange County Fire Authority
14 Years, Faculty at Crafton Hills College (pre Hospital Emergency Care)
Completed dozens of running Ultras Over 50 Miles
Life member, Death Valley Natural History Association

Kent Wang, DO (2004, 2005, 2006, 2007, 2012, 2013)

Health Science Clinical Associate Professor, UC Davis Medical Center,
Department of Physical Medicine and Rehabilitation.
Board certified in Physical Medicine and Rehabilitation, Sports
Medicine, Electrodiagnostic Medicine, Neuromusculoskeletal Medicine (OMM).

Bradley Zlotnick, MD (2012, 2013)

FACEP [Fellow of American College of Emergency Medicine]

Diplomate, ABEM [American Board of Emergency Medicine]

Sharp Memorial Hospital Emergency Department, San Diego, CA

Expedition physician: Alsek River, Yukon-Glacier Bay; Colorado River / Grand
Canyoneering.

Board Member, Costa Rica-Area Conservacion Guanacaste National Park
NGO (www.gdfcf.org).

Trained, published, and practiced with founders and leaders of Wilderness Medical
Society, Journal of Wilderness and Environmental Medicine.

Instructor, American College of Surgeons, Advanced Trauma Life Support, 2002-2012.

In addition, the Badwater Medical Team is annually joined and supported by two
Advanced Life Support EMTs from Liberty Ambulance of Ridgecrest, CA.

A wide variety of scientific research has been conducted by the Badwater Medical Team
and allied scientific institutions and universities, contributing widely to the science and
medicine field.

History of AdventureCORPS Events within Death Valley National Park

AdventureCORPS®, Inc., founded in 1984 and led by Chris Kostman and his wife Laurie Kostman, organizes and promotes ultra-endurance sports events primarily within Death Valley National Park. AdventureCORPS' world-class events for athlete-adventurers include two epic challenges with a worldwide following (**Badwater 135 Ultramarathon** running event and **Furnace Creek 508** bicycling event) as well as the biannual **Death Valley Century, Ultra Century, & Double Century** bicycle rides (Spring and Fall editions), and a five-day cycling retreat known as **CORPScamp Death Valley**, all of which draw participants from across North America and beyond.

AdventureCORPS annually brings more overnight guests to Furnace Creek than any other organization. These include the 300 participants in each of the Spring and Fall editions of the Death Valley Century, Ultra Century, & Double Century bicycle rides, the nearly 100 runners in the Badwater 135 Ultramarathon and their support crews, and about 50 cyclists who ride CORPScamp Death Valley, along with family members and event volunteers. Additionally, approximately 250 bicyclists, some riding solo but most on relay teams, pass through the Park primarily overnight during the annual Furnace Creek 508 event which begins near Los Angeles and finishes in Twentynine Palms after also traversing Mojave National Preserve.

Death Valley Century, Ultra Century, & Double Century has been held twice a year since 1990, under AdventureCORPS' direction since 2001.

Furnace Creek 508 has been held annually since 1989, under AdventureCORPS' direction since 1990.

Badwater 135 Ultramarathon has been held annually since 1987, under AdventureCORPS' direction since 2000.

Altogether, since 1990, AdventureCORPS and Chris Kostman have hosted eighty-nine events within, and under permits from, Death Valley National Park.

The Official Charities of AdventureCORPS are the Challenged Athletes Foundation (since 2002) and Death Valley Natural History Association (since 2009). AdventureCORPS has donated or raised over \$300,000 to support Challenged Athletes Foundation and over \$19,000 for DVNHA, along with supporting other causes.

Additionally, AdventureCORPS events happen not in a man-made stadium, but in the real world "out there." We care deeply about the natural world for we are intrinsically linked with it and because we want to enjoy these events in their awesome natural settings for a long, long time. As such, AdventureCORPS is a member of One Percent For the Planet and, as such, donates at least 1% of total revenues (in other words, "off the top") to environmental causes. This is in addition to all the work we do on behalf of, and donations we make to, our Official Charities. In association with our ongoing environmental efforts, AdventureCORPS is a member of the Conservation Alliance, an

organization of outdoor businesses whose collective contributions support grassroots environmental organizations and their efforts to protect wild places where outdoor enthusiasts recreate. Alliance funds have played a key role in protecting rivers, trails, wildlands and climbing areas throughout North America.

Economic and Charitable Impact of AdventureCORPS Participants

A detailed survey of the ninety-six runners in the 2012 Badwater 135 Ultramarathon demonstrated over a One Million Dollar Economic Impact for the event, as evidenced by the following:

- Each Badwater 135 Ultramarathon, and his or her support crew members, spent an average of \$9379 directly on their participation in the event. With 96 runners, that is a total of \$804,336 in total being pumped into the economy in association with the event itself.
- Nearly half of that money spent by Badwater 135 runners and crews is spent within Death Valley National Park and gateway or neighboring communities such as Lone Pine, CA (a total of \$356,467).
- Approximately 20% of all participants made additional trips within the same calendar year to Death Valley National Park and neighboring areas in order to train for the event, become familiar with the event route, and/or to vacation with their family and friends, spending further monies in the region.
- All Badwater 135 runners reported directly influencing their family and friends to undertake visits to Death Valley National Park and neighboring areas, further impacting the region in a positive economic manner.
- In addition, a detailed survey of 2012 and 2013 Badwater 135 runners showed that they raised or donated \$665,390 for charitable causes in association with their participation in the Badwater 135 in 2012 and/or 2013. This included:
 - o Over \$109,000 for Challenged Athletes Foundation, helping disabled athletes get back into the game.
 - o Over \$56,000 for the Caring House Project Foundation which provides homes for the world's most desperately poor in Haiti, Honduras, Nicaragua, Indonesia and Africa.
 - o Over \$45,000 for Multiple Myeloma Research Foundation.
 - o Almost \$10,000 for Gildas Club, Madison, WI, providing cancer support for an entire family (\$35,000 raised over 3 years.)
 - o \$11,566 for National Multiple Sclerosis Society.
 - o \$15,000 for Ordinary to Extraordinary, supporting children with life threatening or terminal illness.
 - o \$88,500 for Santa Lucia Fillipini: Girls of Miracatu, building of an orphanage gymnasium for at-risk girls in Brazil
 - o \$30,000 for Special Operations Warrior Foundation, providing college scholarships for surviving children of Special Operations personnel killed in the line of duty. (\$250,000 raised over seven years.)
 - o and many more philanthropic efforts led by Badwater 135 runners.

Positive Publicity for Death Valley National Park and Gateway Communities

AdventureCORPS events, the Badwater 135 Ultramarathon in particular, draw athletes from across the globe who want to compete in the most well-known, best organized, and highly respected endurance running and cycling events available on the planet.

The 2013 Badwater 135, with 96 runners, boasted the most international field to date, with 22 nationalities, as well as 21 American states, represented, making it the unofficial "Olympics of ultra running." The field included 23 women, many of whom competed for the overall title with the fastest men.

Everyone who participates, including support crews, are forever known as members of "The Badwater Family" for they share a common bond of having been part of this special event and having fallen in love with "Mother Nature's Greatest Sports Arena," the incredible location where it takes place: Death Valley National Park, Inyo County, Lone Pine, and Mt. Whitney and the surrounding Sierra Nevada.

The event has been consistently ranked among the toughest of all sporting events on the planet by the likes of *Outside Magazine*, *National Geographic*, *Forbes*, and others. Veterans of the race have been profiled on *60 Minutes* and the 2003 winner, Pam Reed, was an invited guest on *David Letterman*. (*You ran all that way for a belt buckle??? Well, sign me up!*" said Dave.) The race has been featured on the front pages of the Los Angeles Times, New York Times, Chicago Tribune, and in major newspapers and magazines as wide-ranging as *Playboy* Germany to the magazine of the AARP.

Because of all this, because of its absolutely breath-taking, world-famous setting in Death Valley and on the slopes of Mt. Whitney, and because of its proximity to Los Angeles and Las Vegas, the Badwater 135 Ultramarathon is a media darling. It brings worldwide positive attention to Death Valley National Park, to Inyo County, to Lone Pine, and to every business along the route. This positive publicity is of inestimable value, literally priceless.

AdventureCORPS is a tireless, relentless promoter of the National Park Service and the athletes who participate in the Badwater 135 and other AdventureCORPS events become zealous, committed National Park advocates.

AdventureCORPS uses its social media and other connections and outreach opportunities to promote Death Valley National Park, environmental awareness, and ethical sportsmanship. It reaches out into the world through these and other channels:

- An email newsletter with just under 10,000 subscribers
- A Badwater 135 Facebook page with over 12,500 followers
- An AdventureCORPS Facebook page with 7,500 followers
- A Twitter feed with over 5,600 followers

The Badwater 135 Ultramarathon in Print

The Badwater 135 Ultramarathon has been featured in numerous books, many of them national or international best-sellers, which chronicle the race and its participants, including the following:

Ultramarathon Man

by Dean Karnazes, Published March 2005

Born to Run

by Christopher McDougall, published May 2009

The Extra Mile

by Pam Reed, published September 2007

Running Hot

by Lisa Tamati, published May 2010

Running on Empty

by Marshall Ulrich, published April 2011

To the Edge: A Man, Death Valley, and the Mystery of Endurance

by Kirk Johnson, published July 2002

The Athlete's Way

by Christopher Bergland, published June 2008

The Longest Hill

by Jay Birmingham, published August 1983

The Death Valley 300

by Richard Benyo, published August 1991

Burst This!

by Frank McKinney, published February 2009

Dead Fred, Flying Lunchboxes, and the Good Luck Circle

by Frank McKinney, published February 2009

The Tap

by Frank McKinney, published January 2009

A Few Degrees From Hell: White Hot Tales From The Badwater Ultramarathon

By Scott Ludwig, published in 2013

Statistics about the Badwater 135 Ultramarathon

- 743 people have entered the Badwater 135 since 1987, for a total of 1396 entries.
- Of those 1396 entries, 1142 have been men.
- Of those 1396 entries, 254 have been women.
- Of the 743 unique individuals who have begun the event, 652 finished officially (88%).
- The youngest female finisher ever was Claire Heid, 23, USA, in 2012.
- The youngest male finisher ever was Nickademus Hollon, 19, USA, in 2009.
- The oldest female finisher ever was Sigrid Eichner, 64, Germany, in 2005.
- The oldest male finisher ever was Jack Denness, 75, UK, in 2010.
- The average age, literally every year, is 46.
- The runners all have full-time "normal" jobs and careers, such as military, medical, engineering, computer science, teaching, legal, retail, management, coach, firefighter, farmer, investment, civil servant, and government official.
- The runners are all amateurs, there is no prize money, and all finishers, regardless of finishing position and time, receive the same award, the coveted Badwater Belt Buckle, considered "the holy grail of ultra running."
- One runner has completed the race ten times, one runner has completed the race eleven times, two runners have completed the race twelve times, one runner has completed the race thirteen times, one runner has completed the race fourteen times, and one runner has completed the race nineteen times.
- The runners in the 2013 edition represented twenty-five countries by citizenship or residence: Australia, Brazil, Chile, China, Czech Republic, Canada, France, Germany, Iran, Italy, Japan, Malaysia, Mexico, New Zealand, Philippines, Portugal, Serbia, Singapore, South Korea, Spain, Sweden, Switzerland, United Kingdom, United Arab Emirates, and United States of America (and twenty-one American states).
- 45 of the 50 American states have been represented by a Badwater runner.
- 47 different nationalities, and 45 different countries of residence, have been represented by a Badwater runner.

More info: www.badwater.com



United States Department of the Interior

NATIONAL PARK SERVICE

Death Valley National Park
PO Box 579
Death Valley, California 92328



Adventure Corps, Inc.
638 Lindero Canyon Road, #311
Oak Park, CA 91377

Dear Mr. Kostman,

It was a pleasure to meet you and the Badwater event staff, this week:

Due to NPS presence at a large portion of the event, our staff was able to get a much better understanding of what occurs during an activity such as the Badwater Ultra marathon.

The park is evaluating all special use events for compliance with the park mission and National Park Service policy and regulations and for consideration of safety and the well-being of all park users. We wanted to provide you feedback on this event so you are aware of issues and observations that were identified during the event by park staff and monitors.

Some of the runners, support staff, sponsors, and media were not aware of Commercial Filming guidelines. This information can be found on the Death Valley website for Commercial Filming guidelines and applications at bit.ly/deatvalleypermits. Event participants should review the guideline to determine whether their filming constitutes breaking news, personal use, or commercial use (or contact our office for clarification). For any future permitted events, we will not issue any "on site" filming permits (as it was a one-time exception, to make sure all parties were in compliance with Commercial Filming Guidelines). All filming permit applications must be submitted no later than 30 days in advance of an event.

We appreciated the cooperation we received with parties coming forward to get their permits on orientation day. For future events, we are considering ways to make those with commercial film permits more visible to roving Film Monitors and Law Enforcement. We would like to be able to differentiate between those that are "Breaking News Reporters" vs. those with Commercial Permits (perhaps in the signage they display on their vehicles, and also with a badge each commercial filming team member wears on their shirt when away from their vehicle).

The following concerns (in no particular order) were noted by film monitors, park staff, and other visitors who saw the event:

- "Participants" – needs further clarification, on future permit applications, as the crew members are as involved along the course, or more so, than the actual runners! Well over 300 people were in/along the road with runners on one side and support vehicles on the other. Often times the support crews were the biggest cause of safety concerns. Many near misses resulted when crew members darted out into traffic, instead of letting it pass by safely first. One of the law enforcement rangers had to slam on his brakes numerous times in order to avoid hitting crew members who did not look before darting across the road. We received similar reports from film monitors, park staff, and other drivers.

-“Event will not interfere with traffic for more than 5 minutes at a time.” Traffic was significantly along the route – especially after dark. At very few sections of the race course could traffic travel at the normal posted speed limit, due to the event.

-Support staff parked on the blind curves of Mustard Canyon (between Furnace Creek & Cow Creek). They should only assist their runner before or after these curves.

-The event is very dangerous for the runners, support staff, and visitors to the park after dark, especially on the blind curves of Town’s Pass and Father Crowley. Runners did have lights on but it was extremely difficult for oncoming traffic to see the runners until they were very close. Support staff crossed the road at night on these blind curves with little visibility to oncoming traffic, and then assisted standing in the roadway. There are certain sections of the road that do not have visibility for oncoming traffic and support staff were not visible as they crossed the road.

-All props were not listed in permit applications (i.e. banner spread across the road at the beginning of each wave).

-Badwater road was blocked and cannot be blocked unless a certified traffic control plan is submitted with the application and those that do traffic control must be certified in compliance with Cal/OSHA Title 8.

-Warning signs in Furnace Creek & Cow Creek area were held down with large rocks from the park rather than sandbags. Road signs may not be held in place by using park resources (i.e. rocks or sand). Any signs require the permittee to provide sandbags to hold the signs in place.

-Event vehicles blocked the inflow route to the parking lot at Badwater. Everyone is required to park in designated parking spaces.

The permit states: “Holder responsible for ensuring participants follow park rules and regulations, including Leave NO Trace principles. Either print or electronic brochures must be available to all participants. Holder will comply with applicable public health and sanitation standards and codes.” Portable bathroom facilities are needed along the course. We received reports from film monitors of runners defecating along the side of the road during the event this year. Due to the large volume of people involved in the event, and the length of time in between permanent bathroom facilities, the lack of restrooms is an issue.

-“NPS monitors must be able to contact Holder and medical crew.” We asked for a crew radio but they did not have one available for us.

- “A copy of the contract with the ambulance company must be submitted 72 hours in advance of the event or permit will be void” - This was not submitted.

-“Any event of 100 or more people will have at least 2 medical divisions with their own ambulances or combination of ground and air transportation in order to provide medical support along the event route.” Only one ambulance and a vehicle that said ‘MEDIC’ on it were present to rove along the course, as far as we could tell, besides the stationary clinics. In addition to nearly 100 runners, 50 Adventure Corps staff members, there was the potential for nearly 600 support staff (as Adventure Corps allows each runner up to 6 support staff). All these people were susceptible to the extreme heat conditions of a July event in the hottest place in the world.

-“Holder will ensure that entrants pay the appropriate park entry fees and provide a list of participants 72 hours before the event to Special Permits Office” We did not receive this list – many support vehicles did not have window stickers.

-There was no Caltrans permit for filming on Highway 190 and there never has been for any past Badwater Ultra marathon event. The only group that had one was Digital Kitchen.

-Runners were on the road. Sometimes runners or pacers traveled two abreast. Also, support crews would aid their runners while standing in the roadway, totally distracted from the conditions around them. Support crews need further training to ensure they understand safe road practices, including speed of crew vehicles between leap-frogging. Crews should park far enough off the road so that driver side doors do not open into the roadway. Crews should not stand on the driver side of the vehicle, or cross the road starting from the driver's side of the vehicle. Support items should be reached from the back of the vehicle or the passenger side of the vehicle, but never the driver side of the vehicle.

Sincerely,

A handwritten signature in black ink, appearing to read "Anna Botner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Anna Botner
Concessions & Special Park Uses
Death Valley National Park
760-786-3241



August 29, 2013

To whom this may concern,

This letter is to specify and illustrate our great appreciation for AdventureCORPS and the amount of support they have provided to our organization. The Death Valley Natural History Association is a non-profit 501(c)(3) dedicated to the preservation and interpretation of the natural and cultural history of the Death Valley region. In short, AdventureCORPS support has been instrumental in helping us succeed in our mission the last few years.

AdventureCORPS holds several, running and biking marathon events in Death Valley each year. Chris Kostman of AdventureCORPS initiated contact with us in attempt to connect with the Death Valley community and provide a meaningful way for the participants to give back- in a way that would make a real difference. Since 2009, the Death Valley Natural History Association has received \$18,910.05 from AdventureCORPS affiliated participants. To date, AdventureCORPS participants continue to support DVNHA by making donations to Death Valley National Park's Donor Designated Funds.

Death Valley R.O.C.K.S. Education Fund (Recreation Outdoors Campaign for Kids through Study) program has brought over 1,000 students to Death Valley National Park for a three-day, education adventure. These students get a rigorous environmental education curriculum led by Park Rangers. They can see the clear night sky for the first time in their lives, learn about Death Valley's geologic secrets, and participate in exploring the many ways plants and animals have adapted to the desert environment. This life-changing experience exposes students to public lands as the next generation of Death Valley and National Park stewards. AdventureCORPS giving has helped us with every need (sleeping bags, cooking fuel, and transportation).

The most recent contributions have been set aside for the **Scotty's Castle Historic Preservation Fund** which has had the greatest need this year. This fund is to help preserve Scotty's Castle, a 1930's landmark on the National Register of Historic Places. In a remote region of Death Valley National Park it is truly an extraordinary challenge. Scotty's Castle has many un-funded preservation projects such as restoring its original solar hot water heating system, replacing wrought iron hardware on the doors, and three phases of silver conservation work. This year, the donations from AdventureCORPS helped us pay for the tuning and maintenance of the theatre organ.

In addition to the funds listed above, participants who have also made contributions by becoming part of our membership as well as making unrestricted donations to our organization and the DEVA Unrestricted Donor Designated Fund. AdventureCORPS contributions to Death Valley National Park have been momentous in more ways than one!

If I can be of any assistance in answering any other questions please feel free to give me a call at 775-537-0787 ext. 208 or email me at memberships@dv nha.org.

Sincerely,

Geneil White
Membership & Donation Services
DVNHA Development Department



August 28, 2013

To Whom It May Concern:

Over the last 12 years, AdventureCORPS, Inc. has raised over \$300,000 to support the mission of the Challenged Athletes Foundation; to bring opportunities and hope to people with physical disabilities so they can pursue an active lifestyle through sports.

Through various extreme adventure races in and around Death Valley, the Mojave Desert, and the Counties of Inyo and San Diego, AdventureCORPS athletes and the company president Chris Kostman himself have raised tremendous support and awareness for CAF in conjunction with the countless miles they have endured. Supporting the mission of CAF has extended beyond just raising money; it is part of their life's work.

Among the dedicated fundraisers and athletes is Meredith Dolhare, 20th overall and the 3rd woman to finish this year's BADWATER 135 raising \$10,870 for CAF. In addition, Kimberlie Budzik raised \$8,625 and noted "I run for those who can't and am thankful to be able to. Never slow down, never give up and never quit."

Whether recreational or in pursuit of competing at the highest level, people with a physical disability are limited only by their access to funding. With the help of generous fundraisers and donors like AdventureCORPS, CAF has raised more than \$48 million since inception—satisfying thousands of funding requests from challenged athletes in all 50 states for adaptive sports equipment like running legs, racing chairs and training and competition expenses.

On behalf of the Challenged Athletes Foundation's staff and athletes, I would like to personally recommend AdventureCORPS as a quality organization, one for which we encourage the highest level of support. They have engrained an enthusiastic culture of giving in their events and shown a true passion for bettering their surrounding communities.

Feel free to reach out at any time to discuss in further detail.

Best Regards,

Nancy A. Reynolds
Sr. Director of Business Development

CHALLENGED ATHLETES, INC.

9591 Waples St. ♦ San Diego ♦ CA ♦ 92121 ♦ Phone: 858.866.0959 ♦ Fax: 858.866.0958
501(c) (3) Non-Profit ID # 33-0739596 ♦ www.challengedathletes.org



California Association of Highway Patrolmen

2030 V Street • Sacramento, CA 95818-1730
(916) 452-6751 • Fax (916) 457-3398

September 2, 2013

Hello Chris,

I had the pleasure of speaking with the on-duty CHP officers during and after your Badwater 135 Ultramarathon this year and I just wanted to say thanks and congratulate you on another flawless AdventureCORPS event. They were very pleased that your untarnished and impeccable safety record continues to stand out at this Death Valley race.

I consider myself lucky to be able to volunteer on your staff as a traffic control, safety, and chief environmental officer. Your cast of volunteers operates under a high level of organization and professionalism, and every year they improve and expand their efforts.

I was able to see your group in action during your first years at the race. I was a crew chief for entrant Mike Henebry's support team on two occasions and I have returned every year since as a volunteer. I have been able to educate the teams on safe driving tips, but most important for me, to teach the crews to pick up any trash they locate while waiting along the roadside for their runner. The first year we collected four bags of bottles and trash that had been strewn along the roadside for years. For the next eight years we collected more trash left by negligent visitors, including an impressive seven bags from Team #66 Frixe alone in 2008! It is simply wonderful to have a crew from Germany here and to watch them in action cleaning our desert. The course is now spotless thanks to the efforts of your environmentally friendly athletes and support crews. I am a member of several Death Valley area groups and the Badwater group has the biggest impact on restoring our natural resources.

I am on the race course during the entire event. I am very impressed at the level of safety under each team operates. Once again this year there were no issues on the course. Runners and crew follow your directions and they are aware that a violation could mean their removal from the event. You have had great success in sending the rules to the teams months in advance, and covering them again and again in your newsletters.

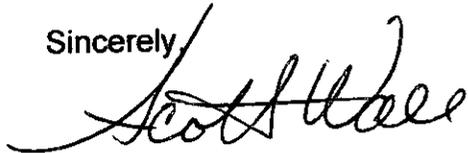
As a sworn CHP motorcycle officer, I must also thank you for your efforts with the Challenged Athletes Foundation. Your group has raised over \$300,000 for CAF. I was very proud to witness two CHP officers return to full duty after losing limbs in the line of duty and CAF helped them. Additionally, CHP officer Anthony Pedferri is a quadriplegic and he is a US Paralympic athlete. CAF bought him his first competition chair and they made his life better.

When I see the efforts of your Florida runner Frank McKinney on the Channel 7 News in Los Angeles, it makes my day. Frank has built homes and schools for the needy in Haiti and your race is what makes it all happen. I also recently heard that your 2012 and 2013 events have raised well over a half million dollars for charity!

I spend a lot of time in Death Valley with other groups and attend many events there. AdventureCORPS is clearly a top producer when it comes to financial impact. Your group is focused on athletic events, not saving money. They spend it!!! (My off-road group camps at Furnace Creek and those guys won't even cross the street to purchase ice.) The hotels and stores light up at your events, Chris, and you are keeping folks employed and our Park open!!

I serve in my official capacity as a field training officer, certified motorcycle training officer, weapons instructor, driving safety instructor, squad club president and union defense Representative. I would be proud to have any of your race staff on my staff at work. I look forward to assisting in your upcoming Death Valley events.

Sincerely,

A handwritten signature in cursive script that reads "Scott Wall". The signature is written in black ink and is positioned below the word "Sincerely,".

Scott Wall
CHP 11661, South Los Angeles



"Family Owned and Operated since 1957"

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dowvilla@qnet.com
www.dowvillamotel.com

Chris Kostman
AdventureCORPS, Inc.
638 Lindero Canyon Rd #311
Oak Park, CA 91377

Dear Chris,

This letter is in support of Badwater 135 and other AdventureCORPS cycling and running events. These events are very good for the economy of Lone Pine and Inyo County. The AdventureCORPS events fill our hotels and restaurants, as well as supplement many other businesses along their routes. The national and international exposure the press gives our areas relative to the AdventureCORPS races is priceless.

The Badwater event is low-impact and environmentally friendly. It promotes healthy lifestyles and an appreciation for the outdoors and our country's natural resources. The friendly demeanor and positivity which the athletes and their support crews exude, is a consistently positive force during their visit to the region.

I am in full support of the AdventureCORPS cycling and running events in Lone Pine and Inyo County. These events would be missed tremendously should they for some reason not be allowed to continue.

Sincerely,

Yolanda Chavez
Manager





September 10, 2013

Chris Kostman
AdventureCORPS, Inc.
638 Lindero Canyon Rd #311
Oak Park, CA 91377 USA

Mr. Kostman:

The purpose of this letter is to provide testimony of the benefits the Badwater 135 Ultramarathon brings to Death Valley Lodging Company and Stovepipe Wells Village.

We receive direct, positive economic impacts from the Badwater 135 Ultramarathon. These benefits occur in several ways, including:

1. Training visits – several athletes utilize Stovepipe Wells throughout the year as a base for their training runs in the valley. As our lodging guests, they eat in our restaurants and shop in our retail outlets.
2. Race lodging – runners use our lodging before, during and after race day not only for themselves, but also for their race crews and other supporters.
3. Time Station – the second time station of the race is located here at Stovepipe Wells. This brings every runner and their crew through our small village. They take the time to stock up on ice (1100 bags in 2013!) and other items at our general store. In fact, race day is one of our largest revenue days of the year for the General Store.

We also appreciate the environmental stewardship practiced by the Badwater 135 Ultramarathon racers, crews and staff. A significant effort to line up recycling stations here at Stovepipe Wells Village was made prior to race day by the staff and all of the racers and their crews utilized these stations.

On a final note, we appreciate the friendliness of all of the competitors as they run, walk or hobble through Stovepipe Wells Village. Both runners and their crews always smile and said thank you.

Thank you for your continued efforts and we look forward to seeing you in 2014!

Sincerely,

A handwritten signature in black ink, appearing to read "D. MacIlwraith", with a long horizontal line extending to the right.

David MacIlwraith
General Manager

Death Valley Lodging Company
P.O. Box 158
Death Valley, CA 92328



DEATH VALLEY NATIONAL PARK



BEAUTIFUL PLACES ON EARTH.®

To Whom it May Concern:

RE: Badwater 135 Ultra Marathon and AdventureCORPS events

Furnace Creek Resort has worked with all AdventureCORPS events (including Badwater) for well over 10 years. Although we are a relatively large resort, serving a diversity of groups, AdventureCORPS events account for the single largest revenue producer group. Over the years that I have been working with Chris Kostman, Badwater 135 in particular has evolved into a high-profile media event that has brought a tremendous amount of attention to Death Valley and our Resort WORLD-WIDE.

AdventureCORPS events have been a prime example of using our country's natural resources to their fullest potential in the most environmentally friendly manner. For instance, Badwater 135 takes advantage of the fact that the lowest and highest places in the lower 48 states are only 135 miles apart. All runners have support vehicles to ensure that no debris is left on the road and provide runners with a healthy, safe, and secure environment. The uniqueness of this area is not lost on Chris as he often refers to Death Valley as "nature's playground."

As NPS has placed more demands over the years, AdventureCORPS has hurdled all the obstacles, emerging as strong as ever. In addition to the revenue brought to our Resort by participants, they also bring excitement and energy. AdventureCORPS even offers free Yoga classes to all guests who wish to participate. Their dedication to living a healthy lifestyle is a stellar example to all of us. Add to this their devotion to philanthropic and charitable endeavors, and you have the perfect organization.

Personally, I have thoroughly enjoyed watching AdventureCORPS and Badwater 135 in particular blossom into an iconic event that gets worldwide respect and admiration. The potential for these groups is limited only by Mr. Kostman's imagination and I look forward to many more years of inspired growth for Badwater 135 and all of AdventureCORPS' events.

Sincerely yours,

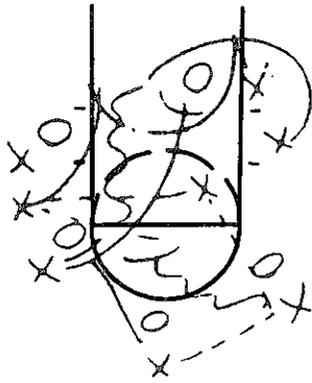
Phyllis Nefsky

FURNACE CREEK RESORT

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BILL WALTON



1010 MYRTLE WAY SAN DIEGO CALIFORNIA 92103

bill.walton@billwalton.com

September 2013

To whom it may concern:

Today I am writing to you in support of and advocacy for Chris Kostman, AdventureCORPS, and all the wonderful benefits that they provide to us, and to you as well. I have been a regular and active participant in all things Chris Kostman and AdventureCORPS for over 10 years. I am also his friend and biggest fan. His programs and events are simply the best, and we can only hope and pray that Chris will continue, and be allowed to stage his fantastic and valuable participatory convocations forever.

Chris' positive impact on all things Inyo County and Death Valley National Park are incalculable. The incredible economic, philanthropic and social contributions for all of us who live in, love and use this remarkable treasure are beyond standard measure. Please, Chris Kostman is as great a champion as I have ever known. On every front, he has consistently earned our respect, gratitude, appreciation and admiration.

This is all good for us and for you too.

He deserves our support in every way. And that is why I am here today. Please come and experience life at its finest at any one, or all, of the AdventureCORPS celebrations. You will witness first hand why any—and every—one who has ever done so, becomes a committed and dedicated disciple for life.

Chris Kostman has given us the lives that we have today. He has added structure, purpose, meaning and passion to our eternal quest for fulfillment, satisfaction and deliverance to the Promised Land.

Please join me in thanking Chris and AdventureCORPS. More importantly, please join me in helping him do more towards making our dreams come true.

Sincerely,

Bill Walton

Badwater Ultramarathon Medical Resources and Communications

Various medical personnel will be patrolling the course throughout the race, but most heavily on Monday. They have white magnetic signs that say "MEDIC" in red on their vehicles. On Monday, there will also be an ambulance along the course which can be reached by radio and/or satellite phone by any race staff or by the Park Service (assuming they are within range).

Medical HQ During The Race

If you (runner, crew or staff) are having a problem, don't just wait around for it to get better, or wait around for a roving medical staff person to help you! Instead, **WELL BEFORE THINGS GET TOO SERIOUS**, get in your vehicle and drive to the appropriate Medical HQ. (If you are going to drive a runner down the course, first put your numbered stake in the ground the location. You will use that marker when you return to the race course to resume in the same place.) Go here:

Monday until 1400 (200pm): Medical HQ is at Furnace Creek Ranch cabin 206 right up front.

Monday from approximately 1400 (200pm) through Monday night: Medical HQ will be located in Stovepipe Wells in the auditorium at the hotel, located immediately behind the hotel office, or accessed by the courtyard. Phone is 760-786-2609 or front desk 760-786-2387.

Tuesday morning onwards: Medical HQ will be located at the Dow Villa (Time Station Five and Race Headquarters) in Lone Pine. If you require assistance, go there, or drive directly to the medical clinic in Lone Pine or hospital in Ridgecrest. The race medical team will not perform "car calls" – driving out to find you. You must drive **TO** the medical assistance you need! Phone at the Dow is 760-876-5521, room 30 for medical, or room 32 for Race HQ. Regional hospitals:

Southern Inyo Hospital
501 East Locust Street
Lone Pine, CA 93545
760-876-5501

Ridgecrest Regional Hospital
1081 North China Lake Blvd
Ridgecrest, CA 93555
760-446-3551

University Medical Center
Level I Trauma & Burn Center
1800 W. Charleston Boulevard
Las Vegas, NV 89102
702-383-2000

Helicopter "life flight" is available from Pahrump, NV. Call the Federal Interagency Communication Center (FICC) at 909-383-5651 to request emergency evacuation. Note: do not call 911 from a sat phone!

Important Phone Numbers: DO NOT LEAVE VOICE MAIL ON SAT PHONES!

Note: Satellite Phones are for **SERIOUS EMERGENCY CALLS ONLY!** ALSO, DO NOT LEAVE VOICEMAIL MESSAGES ON ANY SAT PHONE! Finally, it's a "two-step" process to call TO a sat phone. First you call 480-768-2500, then you dial the sat phone number listed below. To dial OUT from a sat phone, dial 001, then area code, then number.

Furnace Creek Front Desk land line 760 786 2345; Day One Medical HQ is in Cabin 206.

Chris Kostnan, race director	Cell 818 661 0016	Sat Phone 480-768-2500: 8816-4145-1199
Ambulance (Mon-Tues AM only) No cell		Sat Phone 480-768-2500: 8816-2242-9224
Stovepipe Medical HQ (Monday 2pm onwards)		Landline: 760-786-2609 Or 760-786-2387
Darwin: Scott Dakus	Cell 702 497-8565	Sat Phone 480-768-2500: 8816-5145-1329
Dr. Megan Dell, med director	Cell 505 553 4268	Sat Phone 480-768-2500: 8816-2242-9211
Race HQ at Dow Villa from Monday night on:		Landline: 760-876-5521, room 30 med / 32 HQ

Milton R Jones, MD
PO Box S
Lone Pine, California, 93545
1/760/876-5354

To Whom It May Concern

I am Milton R (Ben) Jones, M.D. and I have practiced medicine in Lone Pine for my entire professional career. I have been here, living in Lone Pine, since 1963. My 50-year tenure has been the longest of any physician in history for the Eastern Sierra. In addition to my office in Lone Pine, I had an opportunity to use an office at Furnace Creek. Space in a building across from the Furnace Creek Inn was provided by the Park Concession along with a nurse who worked full time. The building also served as a maintenance garage, laundry, employee apartment and a barber shop. I took care of employees of the Harvey Company (at the time and later AMFAC), NPS, Sheriff's Department, CHP, American Natives (Timbisha), miners and tourists. The nurse arranged appointments for me and I would attend the office on my days off from November (during the Encampment) until Mother's Day each year from 1964 until 1989. Through these services I became acquainted with most of the problems which could evolve in this area, particularly the environmental ones.

Additionally, I remain active in the medical field by performing the Coroner's autopsies of all the cases arising in the southern part of Inyo County, something I have done for the last 50 years. I examine at least half a down cases originating from Death Valley each year and I have performed three autopsies due to heat stroke cases so far in 2013. It could be said that no one is more intimately experienced than I with all the ways in which people can and do die in this part of the country.

As of 1990 I became interested in a new concept of adventure racing. I had already done, on my own, running through Artist's Drive and down Titus Canyon as well as many other places in the Park. As of 1987 Hi-Tec Sports USA wanted to promote a shoe which they called the "Badwater 146," representing the distance from Badwater to the top of Mt. Whitney. Hi-Tec Sports recruited some runners to challenge each other. The shoe failed (delaminated), but the runners survived. The race expanded from then on to the present. After Hi-Tec quit producing a "Badwater" shoe, they lost interest in the event, and passed its leadership over to Chris Kostman and his AdventureCORPS organization in late 1999.

I have witnessed this race and been directly involved with it for the last 24 years. I successfully finished the 146 miles in 1991, 1992 and 1993. My wife, Denise Jones, has also completed the race three times, in 1994, 1996 and 1999. In the last ten years I have served mainly as an "Ambassador," promoting the Race, advising the runners, and taking photographs. I have never needed to use my medical skills on anyone associated with the race. My wife, a cosmetician, has been on the medical team for many years, providing foot care for the runners at the various aid stations, thereby helping many runners to successfully finish the race.

I will have to say that any and all health issues have been properly addressed by the race medical team of at least 15 members and that no significant tragedies have occurred in all of these years. In fact, to the best of my knowledge, not one race participant has been evacuated or hospitalized in the 24 years during which I have been associated with the event. Would it be that all Death Valley and Inyo County travelers were as safety-conscious, healthy, and dedicated to the safe enjoyment of this region as the Badwater runners, their support crews, and the event staff?

Sincerely,

Milton R Jones, M.D.

**2013 Badwater Medical Team Members
(Years on the team listed in parentheses.)**

Jennifer Amdor, RN (2012-2013)

**Registered Nurse, University of New Mexico Hospitals, Department of
Emergency Medicine**

Marco Apostol, RN (2013)

**Registered Nurse in the ICU specializing in Neuro/Trauma, Desert Regional
Medical Center, Palm Springs, CA**

Dr. Mike Berry (2013)

**Resident physician, University of New Mexico Hospitals, Department of
Emergency Medicine**

Dr. Megan Dell (2008 and 2009; Medical Director 2011 to the present)

**Assistant Professor of Emergency Medicine, Department of Emergency Medicine,
University of New Mexico School of Medicine**

Dr. Mary Kashurba (2009, 2011, 2013; also a Badwater 135 finisher in 2003 and 2006)

Board Certified in Physical Medicine and Rehabilitation

Dr. Greg Lamb (2013)

**Resident physician, University of New Mexico Hospitals, Department of
Emergency Medicine**

Dr. Venessa Lee (2013)

4th year medical student, University of Missouri (Columbia, Missouri)

Future Physical Medicine and Rehabilitation Physician

NCAA 3 time national champion runner and 6 time All American runner

Jeff Lynn, Ph.D. (2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013)

Professor of Exercise and Rehabilitative Sciences, Slippery Rock University

Chairperson, American College of Sports Medicine Special Interest Group on

Endurance Athlete Medicine (2010-2013)

Medical Team: Western States 100-Mile Endurance Run (2005, 2006), Chicago

Marathon (2006), Houston Marathon (2007)

**Researcher: Endurance athlete physiology and exercise in extreme
environments**

Wilderness First Responder

Finisher of 10 ultramarathons

Dr. Vanessa McGowan, MD, MS (2012, 2013)

UC-Davis Medical Center, Physical Medicine and Rehabilitation, 4th year

Resident

George Miller (2009, 2012, 2013)

32 years as an EMT, 17 years as a paramedic, Menlo Park Fire District
11 years on the medical team for Western States 100 Mile Endurance Run
Veteran finisher of 20 ultramarathons up to 100 miles

Steve Teal (2009, 2012, 2013; also a Badwater 135 finisher in 2005-2008, and 2010))

25 Years, Firefighter Paramedic Orange County Fire Authority
14 Years, Faculty at Crafton Hills College (pre Hospital Emergency Care)
Completed dozens of running Ultras Over 50 Miles
Life member, Death Valley Natural History Association

Kent Wang, DO (2004, 2005, 2006, 2007, 2012, 2013)

Health Science Clinical Associate Professor, UC Davis Medical Center,
Department of Physical Medicine and Rehabilitation.
Board certified in Physical Medicine and Rehabilitation, Sports
Medicine, Electrodiagnostic Medicine, Neuromusculoskeletal Medicine (OMM).

Bradley Zlotnick, MD (2012, 2013)

FACEP [Fellow of American College of Emergency Medicine]

Diplomate, ABEM [American Board of Emergency Medicine]

Sharp Memorial Hospital Emergency Department, San Diego, CA

Expedition physician: Alsek River, Yukon-Glacier Bay; Colorado River / Grand
Canyoneering.

Board Member, Costa Rica-Area Conservacion Guanacaste National Park
NGO (www.gdfcf.org).

Trained, published, and practiced with founders and leaders of Wilderness Medical
Society, Journal of Wilderness and Environmental Medicine.

Instructor, American College of Surgeons, Advanced Trauma Life Support, 2002-2012.

In addition, the Badwater Medical Team is annually joined and supported by two
Advanced Life Support EMTs from Liberty Ambulance of Ridgecrest, CA.

A wide variety of scientific research has been conducted by the Badwater Medical Team
and allied scientific institutions and universities, contributing widely to the science and
medicine field.

Why Does the Badwater 135 Ultramarathon Have Such a High Success Rate?

Despite being known as "the world's toughest foot race," in the past five years the successful completion rate for runners in the event has been 89%. That is a very high number and it is testimony to many factors related to the design and operation of the event, including:

- The event has minimum qualifying standards required to even apply to enter the event: Rookie entrants must have completed at least three 100-mile, or longer, non-stop ultrarunning events, or a similar, spin-off event called "Brazil 135" plus other events, before even being allowed to submit an application. Furthermore, each applicant is encouraged to have a minimum of five years experience as an ultramarathon runner.
- Applicants are screened by a committee of five which includes the first woman to have ever completed the event (in 1987), a member of the Badwater Medical Team who is also a two-time finisher of the event, a member of the race staff for 12 years who has also completed the race, the second man to ever complete the event who returned 24 years later to complete it again, as well as the race director. They review each detailed application to select the runners who are *most likely to safely and fairly finish the race*. (See <http://www.badwater.com/2013web/2013appcomm.html>)
- Every year, 50% of the selected race field is intentionally made up of veteran finishers of the event, in part to maintain the "institutional memory" within the race field, in other words, people who know what they are doing and what's involved in running in these conditions.
- Rookie applicants who have experience serving on a support crew at the event are given additional consideration.
- Runners selected to enter the event realize they were fortunate to be selected, and that the event cannot possibly accept or handle the much larger number of runners who would like to enter. As such, those selected make a monumental effort to show up ready to safely complete the event.
- We have the most comprehensive, up-to-date information available about training for the heat, as well as how to organize a support vehicle and crew, how to prevent blisters, nutrition and hydration, and much more on the event website, www.badwater.com. This type of information was not available back when we took over the event in late 1999.

History of AdventureCORPS Events within Death Valley National Park

AdventureCORPS®, Inc., founded in 1984 and led by Chris Kostman and his wife Laurie Kostman, organizes and promotes ultra-endurance sports events primarily within Death Valley National Park. AdventureCORPS' world-class events for athlete-adventurers include two epic challenges with a worldwide following (**Badwater 135 Ultramarathon** running event and **Furnace Creek 508** bicycling event) as well as the biannual **Death Valley Century, Ultra Century, & Double Century** bicycle rides (Spring and Fall editions), and a five-day cycling retreat known as **CORPScamp Death Valley**, all of which draw participants from across North America and beyond.

AdventureCORPS annually brings more overnight guests to Furnace Creek than any other organization. These include the 300 participants in each of the Spring and Fall editions of the Death Valley Century, Ultra Century, & Double Century bicycle rides, the nearly 100 runners in the Badwater 135 Ultramarathon and their support crews, and about 50 cyclists who ride CORPScamp Death Valley, along with family members and event volunteers. Additionally, approximately 250 bicyclists, some riding solo but most on relay teams, pass through the Park primarily overnight during the annual Furnace Creek 508 event which begins near Los Angeles and finishes in Twentynine Palms after also traversing Mojave National Preserve.

Death Valley Century, Ultra Century, & Double Century has been held twice a year since 1990, under AdventureCORPS' direction since 2001.

Furnace Creek 508 has been held annually since 1989, under AdventureCORPS' direction since 1990.

Badwater 135 Ultramarathon has been held annually since 1987, under AdventureCORPS' direction since 2000.

Altogether, since 1990, AdventureCORPS and Chris Kostman have hosted eighty-nine events within, and under permits from, Death Valley National Park.

The Official Charities of AdventureCORPS are the Challenged Athletes Foundation (since 2002) and Death Valley Natural History Association (since 2009). AdventureCORPS has donated or raised over \$300,000 to support Challenged Athletes Foundation and over \$19,000 for DVNHA, along with supporting other causes.

Additionally, AdventureCORPS events happen not in a man-made stadium, but in the real world "out there." We care deeply about the natural world for we are intrinsically linked with it and because we want to enjoy these events in their awesome natural settings for a long, long time. As such, AdventureCORPS is a member of One Percent For the Planet and, as such, donates at least 1% of total revenues (in other words, "off the top") to environmental causes. This is in addition to all the work we do on behalf of, and donations we make to, our Official Charities. In association with our ongoing environmental efforts, AdventureCORPS is a member of the Conservation Alliance, an

organization of outdoor businesses whose collective contributions support grassroots environmental organizations and their efforts to protect wild places where outdoor enthusiasts recreate. Alliance funds have played a key role in protecting rivers, trails, wildlands and climbing areas throughout North America.

Economic and Charitable Impact of AdventureCORPS Participants

A detailed survey of the ninety-six runners in the 2012 Badwater 135 Ultramarathon demonstrated over a One Million Dollar Economic Impact for the event, as evidenced by the following:

- Each Badwater 135 Ultramarathon, and his or her support crew members, spent an average of \$9379 directly on their participation in the event. With 96 runners, that is a total of \$804,336 in total being pumped into the economy in association with the event itself.
- Nearly half of that money spent by Badwater 135 runners and crews is spent within Death Valley National Park and gateway or neighboring communities such as Lone Pine, CA (a total of \$356,467).
- Approximately 20% of all participants made additional trips within the same calendar year to Death Valley National Park and neighboring areas in order to train for the event, become familiar with the event route, and/or to vacation with their family and friends, spending further monies in the region.
- All Badwater 135 runners reported directly influencing their family and friends to undertake visits to Death Valley National Park and neighboring areas, further impacting the region in a positive economic manner.
- In addition, a detailed survey of 2012 and 2013 Badwater 135 runners showed that they raised or donated \$665,390 for charitable causes in association with their participation in the Badwater 135 in 2012 and/or 2013. This included:
 - o Over \$109,000 for Challenged Athletes Foundation, helping disabled athletes get back into the game.
 - o Over \$56,000 for the Caring House Project Foundation which provides homes for the world's most desperately poor in Haiti, Honduras, Nicaragua, Indonesia and Africa.
 - o Over \$45,000 for Multiple Myeloma Research Foundation.
 - o Almost \$10,000 for Gildas Club, Madison, WI, providing cancer support for an entire family (\$35,000 raised over 3 years.)
 - o \$11,566 for National Multiple Sclerosis Society.
 - o \$15,000 for Ordinary to Extraordinary, supporting children with life threatening or terminal illness.
 - o \$88,500 for Santa Lucia Fillipini: Girls of Miracatu, building of an orphanage gymnasium for at-risk girls in Brazil
 - o \$30,000 for Special Operations Warrior Foundation, providing college scholarships for surviving children of Special Operations personnel killed in the line of duty. (\$250,000 raised over seven years.)
 - o and many more philanthropic efforts led by Badwater 135 runners.

Positive Publicity for Death Valley National Park and Gateway Communities

AdventureCORPS events, the Badwater 135 Ultramarathon in particular, draw athletes from across the globe who want to compete in the most well-known, best organized, and highly respected endurance running and cycling events available on the planet.

The 2013 Badwater 135, with 96 runners, boasted the most international field to date, with 22 nationalities, as well as 21 American states, represented, making it the unofficial "Olympics of ultra running." The field included 23 women, many of whom competed for the overall title with the fastest men.

Everyone who participates, including support crews, are forever known as members of "The Badwater Family" for they share a common bond of having been part of this special event and having fallen in love with "Mother Nature's Greatest Sports Arena," the incredible location where it takes place: Death Valley National Park, Inyo County, Lone Pine, and Mt. Whitney and the surrounding Sierra Nevada.

The event has been consistently ranked among the toughest of all sporting events on the planet by the likes of *Outside Magazine*, *National Geographic*, *Forbes*, and others. Veterans of the race have been profiled on *60 Minutes* and the 2003 winner, Pam Reed, was an invited guest on *David Letterman*. (You ran all that way for a belt buckle??? Well, sign me up!" said Dave.) The race has been featured on the front pages of the Los Angeles Times, New York Times, Chicago Tribune, and in major newspapers and magazines as wide-ranging as *Playboy* Germany to the magazine of the AARP.

Because of all this, because of its absolutely breath-taking, world-famous setting in Death Valley and on the slopes of Mt. Whitney, and because of its proximity to Los Angeles and Las Vegas, the Badwater 135 Ultramarathon is a media darling. It brings worldwide positive attention to Death Valley National Park, to Inyo County, to Lone Pine, and to every business along the route. This positive publicity is of inestimable value, literally priceless.

AdventureCORPS is a tireless, relentless promoter of the National Park Service and the athletes who participate in the Badwater 135 and other AdventureCORPS events become zealous, committed National Park advocates.

AdventureCORPS uses its social media and other connections and outreach opportunities to promote Death Valley National Park, environmental awareness, and ethical sportsmanship. It reaches out into the world through these and other channels:

- An email newsletter with just under 10,000 subscribers
- A Badwater 135 Facebook page with over 12,500 followers
- An AdventureCORPS Facebook page with 7,500 followers
- A Twitter feed with over 5,600 followers

The Badwater 135 Ultramarathon in Print

The Badwater 135 Ultramarathon has been featured in numerous books, many of them national or international best-sellers, which chronicle the race and its participants, including the following:

Ultramarathon Man

by Dean Karnazes, Published March 2005

Born to Run

by Christopher McDougall, published May 2009

The Extra Mile

by Pam Reed, published September 2007

Running Hot

by Lisa Tamati, published May 2010

Running on Empty

by Marshall Ulrich, published April 2011

To the Edge: A Man, Death Valley, and the Mystery of Endurance

by Kirk Johnson, published July 2002

The Athlete's Way

by Christopher Bergland, published June 2008

The Longest Hill

by Jay Birmingham, published August 1983

The Death Valley 300

by Richard Benyo, published August 1991

Burst This!

by Frank McKinney, published February 2009

Dead Fred, Flying Lunchboxes, and the Good Luck Circle

by Frank McKinney, published February 2009

The Tap

by Frank McKinney, published January 2009

A Few Degrees From Hell: White Hot Tales From The Badwater Ultramarathon

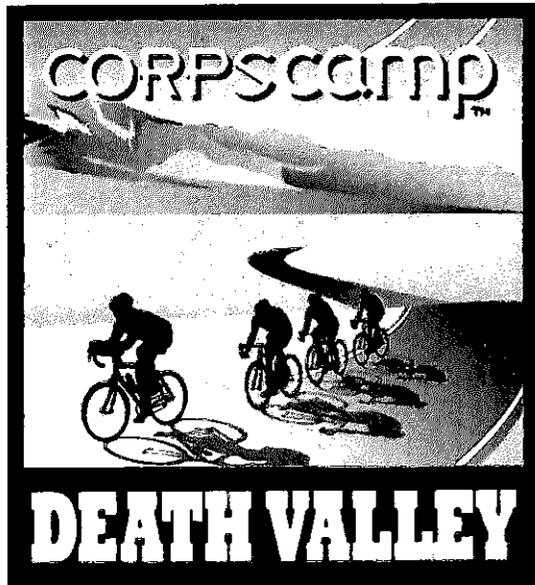
By Scott Ludwig, published in 2013

Statistics about the Badwater 135 Ultramarathon

- 743 people have entered the Badwater 135 since 1987, for a total of 1396 entries.
- Of those 1396 entries, 1142 have been men.
- Of those 1396 entries, 254 have been women.
- Of the 743 unique individuals who have begun the event, 652 finished officially (88%).
- The youngest female finisher ever was Claire Heid, 23, USA, in 2012.
- The youngest male finisher ever was Nickademus Hollon, 19, USA, in 2009.
- The oldest female finisher ever was Sigrid Eichner, 64, Germany, in 2005.
- The oldest male finisher ever was Jack Denness, 75, UK, in 2010.
- The average age, literally every year, is 46.
- The runners all have full-time "normal" jobs and careers, such as military, medical, engineering, computer science, teaching, legal, retail, management, coach, firefighter, farmer, investment, civil servant, and government official.
- The runners are all amateurs, there is no prize money, and all finishers, regardless of finishing position and time, receive the same award, the coveted Badwater Belt Buckle, considered "the holy grail of ultra running."
- One runner has completed the race ten times, one runner has completed the race eleven times, two runners have completed the race twelve times, one runner has completed the race thirteen times, one runner has completed the race fourteen times, and one runner has completed the race nineteen times.
- The runners in the 2013 edition represented twenty-five countries by citizenship or residence: Australia, Brazil, Chile, China, Czech Republic, Canada, France, Germany, Iran, Italy, Japan, Malaysia, Mexico, New Zealand, Philippines, Portugal, Serbia, Singapore, South Korea, Spain, Sweden, Switzerland, United Kingdom, United Arab Emirates, and United States of America (and twenty-one America states).
- 45 of the 50 American states have been represented by a Badwater runner.
- 47 different nationalities, and 45 different countries of residence, have been represented by a Badwater runner.

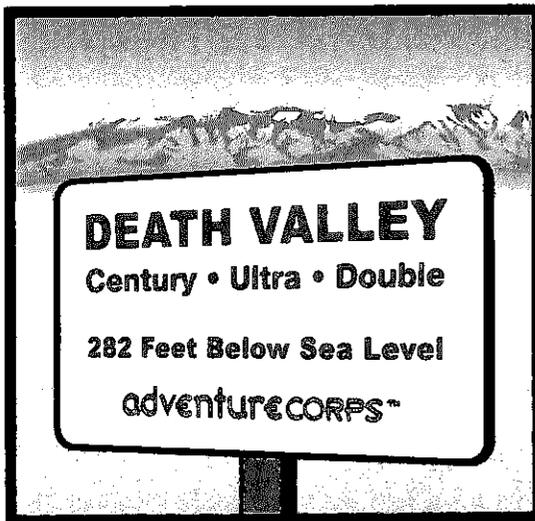
More info: www.badwater.com

adventureCORPS: Death Valley



February 25-28, 2013

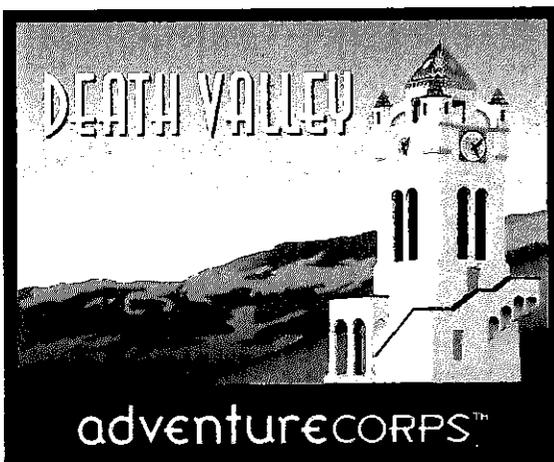
The original CORPScamp features four days of SAG-supported, one-of-a-kind cycling in and around Death Valley National Park, as well as daily yoga classes, two group dinners, and more. We've been producing events here since 1990 and we never tire of sharing one of the world's most dramatic, inspiring, and unusual landscapes. From desert flowers to snow-capped mountains, we'll see it all by bicycle. Bring a camera or nobody will believe your stories!



March 2, 2013

Our classic Spring Death Valley ride, held annually since 1990, offers one-of-a-kind, 105-, 150-, and 196-mile cycling routes past Badwater, Ashford Mill, and over the passes to Shoshone and back in Mother Nature's greatest sports arena, Death Valley National Park!

Want to kick off the New Year with a solid week of warm weather riding in paradise? Come ride CORPScamp, and the Spring ride!



October 26, 2013

Our Fall Death Valley ride offers one-of-a-kind, 108-, 144- and 197-mile cycling routes to Scotty's Castle, Ubehebe Crater, and Hell's Gate in Mother Nature's greatest sports arena, Death Valley National Park! With full rider support, roving SAG vehicles, and impossible-to-get-lost routes with very little traffic, there's no better place to ride a century, ultra century, or double century cycling event!

Information and Registration: www.adventurecorps.com

**Comments from the National Park Service in regards to the Badwater 135
Ultramarathon and Cycling Events hosted by AdventureCORPS**

"Chris Kostman, the race organizer, has shown a professional commitment to managing his events in the safest manner possible and has been an excellent ambassador for all types of sporting events." - Dave Rhinehart, Concessions Specialist/Special Park Uses Coordinator, Death Valley National Park on 3/7/03

"Just had a great conversation with Bil Vandergraff, who is a Wilderness Ranger at Grand Canyon. As you might know, they have an aggressive PSAR program (Preventative Search and Rescue). It's been ongoing for a few years now, and has undoubtedly saved several lives. As part of their ongoing quality assurance, they have continued to do research on both heat related illness and effective communication methods. Bil mentioned to me how impressive your event is, particularly in terms of how few serious heat related problems you typically have. His comment was funny, something to the effect of *'We have people who in less than 20 miles find themselves heading to a hospital, and there's Chris with people running in the desert for two days straight with no serious issues!'*" - Dave Rhinehart, Concessions Specialist/Special Park Uses Coordinator, Death Valley National Park on 7/29/03 in regards to Badwater 135 Ultramarathon

"The feedback from rangers, park staff, and CHP is that this was one of the smoothest and safest races to date. Good work, and thanks for all of your efforts to that end." - Dave Rhinehart, Business Manager, Death Valley National Park on 7/16/04 in regards to Badwater 135 Ultramarathon

"All the feedback I've gotten from our staff has been very positive about this year's ride. Congrats to you and Chris for organizing the group and achieving a high level of compliance with safety concerns." - Dave Rhinehart, Business Manager, Death Valley National Park on 10/24/05

"Speaking of which, resounding 'great event' from all the rangers I spoke with this morning about the Century/Double. Dave Rhinehart, Business Manager, Death Valley National Park on 10/31/05

"You have been doing this long enough that everything seems to run very seamlessly -- and this being my first year I am very grateful for that." - Rick Kendall, Special Use Permits, Death Valley National Park on 3/1/06

"The Century-Double Century went off without a hitch. It was tight on the road between the Grapevine Ranger Station and Scotty's Castle with the bikes and cars, but that is beyond control." - Thanks, Trina Lapinsky, Death Valley National Park on 11/20/06

"They are a good user group. Out of all the people and events that we have in the Park, this is probably one of my favorites, because you are dealing with a very high class of individual. They have a good understanding of the Park and they have a really strong desire to be here. You have to step it up if you decide to do something like this. I appreciate them being here." - Ranger John Fish, North District Ranger, Death Valley National Park on 7/18/08 in regards to Badwater 135 Ultramarathon

"Chris, You have been great to work with. Looking forward to having you again." - Debbie Wehmeyer, Special Park Use, Death Valley National Park on 11/1/11

AdventureCORPS Events and the National Park Service: A Great Fit!
(All quotes are from various NPS and DOI websites, as noted.)

Mission Statement

On August 25, 1916, President Woodrow Wilson signed the act creating the NPS. The "Organic Act" states that the fundamental purpose of the NPS "is to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations."

<http://www.nps.gov>

The National Park Service preserves unimpaired the natural and cultural resources and values of the national park system for the enjoyment, education, and inspiration of this and future generations. The National Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

<http://www.nps.gov/policy/MP2006.pdf>

Use of the Parks

National parks belong to all Americans, and the National Park Service will welcome all Americans to experience their parks. The Service will focus special attention on visitor enjoyment of the parks while recognizing that the NPS mission is to conserve unimpaired each park's natural and cultural resources and values for the enjoyment, education, and inspiration of present and future generations. The Service will also welcome international visitors, in keeping with its commitment to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout the world.

<http://www.nps.gov/policy/MP2006.pdf> (P.97)

"**Civic engagement**" is a philosophy, discipline, and practice defined by the National Park Service as "a continuous, dynamic conversation with the public on many levels that reinforces public commitment to the preservation of heritage resources." More specifically, civic engagement is about enhancing and maintaining relationships with local communities and other interests, both near and far, in order to encourage stewardship of resources on both sides of park boundaries.

<http://www.nps.gov/civic/>

A Call to Action:

Preparing for a Second Century of Stewardship and Engagement

In our second century, the National Park Service must recommit to exemplary stewardship and public enjoyment of these places. We must promote the contributions that national parks and our community assistance programs make to create jobs, strengthen local economies, and support ecosystem services. We must strategically integrate our mission across parks and programs and use their collective power to leverage resources and expand our contributions to society.

<http://www.nps.gov/calltoaction/>

America's Great Outdoors

President Obama launched the America's Great Outdoors (AGO) Initiative to develop a 21st Century conservation and recreation agenda. AGO takes as its premise that lasting conservation solutions should come from the American people - that the protection of our natural heritage is a non-partisan objective that is shared by all Americans.

Instead of dictating policies, this initiative turns to communities for local, grassroots conservation initiatives. Instead of growing bureaucracy, it calls for reworking inefficient policies and making the federal government a better partner with states, tribes, and local communities.

<http://www.doi.gov/americasgreatoutdoors/index.cfm>

Encouraging Visitor Activities

To provide for enjoyment of the parks, the National Park Service will encourage visitor activities that:

- are appropriate to the purpose for which the park was established; and
- are inspirational, educational, or healthful, and otherwise appropriate to the park environment; and
- will foster an understanding of and appreciation for park resources and values, or will promote enjoyment through a direct association with, interaction with, or relation to park resources; and
- can be sustained without causing unacceptable impacts to park resources or values.

<http://www.nps.gov/policy/MP2006.pdf> (P.99)