

# 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.

**February 18, 2014**

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

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** – Eric Hugelmann v. County of Inyo, Inyo County District Atty., et al. Inyo County Superior Court Case No. SICVCV11-52515.
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** – Tanya Solesbee v. County of Inyo, et al., United States District Court Eastern District of California Case No. 1:13-cv-01548 AWIJLT.
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** – Travis Summers v. County of Inyo, Inyo County Sheriff's Department, Bill Lutz, Chad Reiger R. Durbin, Rochelle Evans, B. Madera, Don Carter, R. Reinee, Gabe Hicks and DOES 1-20, inclusive, Inyo County Superior Court Case No. SICVCV12-54534.
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion; Information Services Director Brandon Shults and Planning Director Josh Hart.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
8. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.

9. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: (ICEA) - Negotiators: Labor Relations Administrator Sue Dishion, and Information Services Director Brandon Shults.
10. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
11. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

#### **OPEN SESSION**

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

12. **PUBLIC COMMENT**
13. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

#### **CONSENT AGENDA** (Approval recommended by the County Administrator)

##### **COUNTY ADMINISTRATOR**

14. **Museum Services** – Request approval of the payment to Southern Inyo Community Foundation for the 2013 Lone Pine Film Festival a 2013-14 Community Project Sponsorship Grant Project in the amount of \$3,000.

##### **HEALTH AND HUMAN SERVICES**

15. **Behavioral Health Services** – Request approval of Amendment No. 1 to the Contract between the County of Inyo and County Villa Merced Behavioral Health (for residential placement for adults in a locked facility) increasing the amount by \$35,000, for a total not to exceed \$70,000 for the period of July 1, 2013 through June 30, 2014; and authorize the Chairperson to sign.

##### **PLANNING**

16. Request Board A) declare Salas O'Brien a sole-source provider of energy efficiency consulting services; and B) approve the Contract between the County of Inyo and Salas O'Brien for energy efficiency consulting services to assist in research funding opportunities and establishing a plan for energy efficiency revolving loan fund, in an amount not to exceed \$26,430 contingent upon the Board's adoption of future budgets, for the period of January 28, 2014 through December 31, 2014; and authorize the Chairperson to sign contingent upon authorization from Southern California Edison to proceed.

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

17. **TREASURER-TAX COLLECTOR** – Request Board review the base salary for the office of Treasurer-Tax Collector and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.
18. **SHERIFF** – Request Board review the base salary for the office of Sheriff and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.
19. **PUBLIC ADMINISTRATOR-PUBLIC GUARDIAN** – Request Board review the base salary for the office of Public Administrator-Public Guardian and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.
20. **DISTRICT ATTORNEY** – Request Board review the base salary for the office of District Attorney and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.
21. **CLERK-RECORDER** –Request Board review the base salary for the office of Clerk-Recorder and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

22. **CORONER** - Request Board review the base salary for the office of Coroner and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.
23. **AUDITOR-CONTROLLER** –Request Board review the base salary for the office of Auditor-Controller and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.
24. **ASSESSOR** - Request Board review the base salary for the office of Assessor and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.
25. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board ratify the Contract between the County of Inyo of Inyo and Alpine Counseling Center for the provision of addiction treatment services in an amount not to exceed \$10,319.50 for the period of January 1, 2014 through June 30, 2014; and authorize the Chairperson to sign.
26. **PLANNING** - Request review of the draft application in response to the 2013 Request for Proposals for the Sustainable Communities Planning Grant and Incentives Program issued by the State of California strategic Growth Council, provide input, and approve a resolution authorizing filing the grant application.
27. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
28. **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.
29. **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.
30. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

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

**CORRESPONDENCE - ACTION**

**BOARD MEMBERS AND STAFF REPORTS**

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

31. **PUBLIC COMMENT**

**CORRESPONDENCE - INFORMATIONAL**

32. **STATE OF CALIFORNIA** – Notification of Local Primacy Agency (LPA) Evaluation Report for FY 2012-2013.
33. **LICENSE** – Application for Alcoholic Beverage License for Double L Bar in Lone Pine.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

14

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

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Final County of Inyo Community Project Sponsorship Grant Presentation and Payment to the Southern Inyo Community Foundation -- Lone Pine Film Festival for successfully completing one Fall 2013-14 CPSP project.

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve final payment of \$3,000 to the Southern Inyo Community Foundation for the 2013 Lone Pine Film Festival, a 2013-14 Community Project Sponsorship Grant project funded from the 2013-2014 Advertising County Resources budget, 011400.

**SUMMARY DISCUSSION:** The Lone Pine Film Festival was awarded a Fall Cycle FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$6,000 in August of 2013 to help sponsor the annual Festival (held Oct. 11-13), and more specifically provide an ample number of large buses which facilitate the Festival's numerous tours of movie locations. Organizers report 16 charter buses were used to ferry festival-goers to the multiple movie locations in and around Lone Pine and Southeast Inyo County (see attached Event Summary). It was noted that the Lone Pine Film Festival is one of the few film festivals that can offer tours of actual movie locations, which adds to the Festival's popularity and unique character. The tours also generate much-needed revenue that helps defray the costs of the entire festival. The organizers concluded, "Simply put, the Lone Pine Film Festival would not have been able to have these hallmark tours during the event without the help of the grant."

After contracts were finalized, half the grant funds (\$3,000) were disbursed to the Southern Inyo Community Foundation. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,000. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material, and during the event itself.

**ALTERNATIVES:** The Board could deny the request.

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

**FINANCING:** The 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 2013-14 Advertising County Resources Budget (011400), Professional Services (5265).

**APPROVALS**

COUNTY COUNSEL:  N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>2/11/2014</u>
PERSONNEL DIRECTOR:  N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

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

A handwritten signature in black ink, appearing to read "Jim G. ...", written over a horizontal line.

Date: 2-11-14

*Lone Pine*  
*Beverly & Jim Rogers*  
**FILM HISTORY  
MUSEUM**  
WHERE THE REAL WEST BECOMES THE REEL WEST

January 29, 2013

Inyo County Water Department  
Attn: Laura Piper  
P. O. Box 337  
Independence, CA 93526

Re: Community Project Sponsorship Program  
The 2013 Lone Pine Film Festival - Review for Final Payment Request

Dear Board of Supervisors,

The 2013 Lone Pine Film Festival was a huge success with almost a 100% sell out for the varied tours, panels and events. The Bus tours of the Alabama Hills increased this year to 16 tours up from 13 last year.

The Inyo County logo was very visible throughout the community during the weekend event thorough banners, festival schedules, program guide and in our Inyo Register eight page wrap as well as in local radio spots. The Inyo County Logo was also visible at the tour bus boarding areas.

As one of the highest cost budget items, the award of the Community Project Grant makes a huge difference in the ability to develop and schedule tours. The success of these tours is evident in their contribution to our bottom line representing almost 50% of our gross income.

The tours play an important part in the Festivals presentation of movie history and in creating an interactive program for all our guests. Our goal – to create a truly unique visitor experience that not only will they want to return to Inyo County, but bring friends with which to share their knowledge of the area and the beauty of the Eastern Sierra.

Your continued annual support for the Museum and the Film Festival is much appreciated.

Best Regards,

  
Bob Sigman, Director  
Lone Pine Film History Museum

## LONE PINE FILM FESTIVAL TOUR BUS REPORT

The Inyo County Community grant made possible the buses used during the weekend of the Lone Pine Film Festival October 11-13.

While there are several film festivals similar to the Lone Pine event across the United States, the Lone Pine Festival is the only one to offer escorted bus tours to the actual locations where the films being celebrated during the weekend were made. This makes the Lone Pine Film Festival unique and a very celebrated one-of-a-kind-event.

However, given the economics of renting tour buses, it is very difficult to make the tours actually cover all their cost although every effort is made to-do this. A few years ago, when Mammoth Mountain decided it could no longer supply buses to the event, the Film Festival management reached out to Ebermeyer Charter buses in Apple Valley. This company and its bus drivers have proven enthusiastic and personally supportive to make certain the visitors have a very positive experience. The Drivers have taken time to understand the film history of their tour and to make the riders feel welcome and comfortable out in the Alabama Hills.

This year we had 16 unique bus tours, each escorted by one or two trained guides. These guides are volunteers that have spent a lot of personal time learning the film history, locations and in many cases actually developing the tour scripts themselves. Many of the volunteers are not local residents, but friends of the Museum and long term festival goers. They contribute their time during the weekend for the fun of it and for promoting our film history to visitors.

A list of the tours offered this year are attached as well as short biographies of the tour guides.

Credit was given to the Inyo County Community Project Sponsorship Grant Program in many ways. It was in the Festival Program, on the Mini Pocket Schedule, in the general Sponsors Banners around town and on four large signs placed near important centers of activity for the tours. The County was also recognized in our special Inyo Register eight page wrap.

Simply put, the Lone Pine Film Festival would not have been able to have these hallmark tours during the event without the help of the grant.

## **Lone Pine Film Festival 2013 - Tour Review**

### **1: A Good Day at Black Rock: Tour Guide - Jerry Condit (2.5 hours) CC**

*Jerry leads the auto caravan out to the dry lakes east of town. These strange flat areas have been used for races and scenes for several movies including Courageous Avenger, Army Girl, and Mel Gibson's, Maverick. Then it's on to the Black Rock town site which gives the tour its name, "A Good Day at Black Rock." Using large photos and sharing humorous anecdotes, Mr. Condit will lead folks through the area. A short walking distance from Black Rock, the tour will then take a stroll to the site of the ghost town set that was used in "The Law and Jake Wade."*

### **2. Anchor Ranch: Tour guide – Debbie Kielb (2 Hours) WT**

*The Anchor Ranch Walking Tour is a walking tour of the location for many Hopalong Cassidy and Tim Holt films. Anchor Ranch is currently a working ranch owned and operated by three generations of Spainhowers. The ranch has been used in Westerns for more than 80 years, becoming a Hacienda, Mission and the Anchorville set for many Hopalong Cassidy and Tim Holt Westerns. First walk where Fatty Arbuckle, Fred Humes, Ken Maynard and many silent range heroes worked in the good old days. Then travel to Anchor Ranch where more than seventy films worked. It played the Bar 20, and many other ranches. The ranch is where the Hacienda, Mission and Anchorville Western Streets were located. It is where the Hallmark Channel filmed so many scenes for their made-for television film "What I Did For Love." Now you can see behind the scenes of this very famous film location. Remember this is a real working ranch so you might just get a glimpse of what ranching is like today.*

### **3. Arches of the Alabama Hills Tour guide - Orlyn Fordham (2.5 Hours) CC**

*Most people would agree that the Alabama Hills exhibit an extraordinary beauty with its unique rock formations, stunning skylines, and the backdrop of the majestic High Sierra mountain range. It is no wonder that the film industry has repeatedly chosen this area as a location for so many movies. However, hidden within the rocks there is another often overlooked, natural treasure, the arches of the Alabama Hills. There are reportedly over 300 of these geologic structures in the area and they range in size from just inches to over twenty feet in length. This driving and walking tour will include three of the area's best arches as well as short hikes through a couple of areas where there are a concentration of these features. Warning: Hunting for arches can be addictive! Be sure to bring cameras, binoculars, water, and wear hiking shoes.*

### **4. Audie Murphy ; A Real - Reel Hero : Tour Guides - Ross Schnioffsky and Warren Davey CC**

*Re-trace the steps of America's war hero Audie Murphy as we take you to where he made three of his most interesting movies, "Hell Bent for Leather" (1959), "Posse from Hell" (1960), and "Showdown" (1962) which features this year's celebrity guest L.Q. Jones. Murphy was a better actor than he gave himself credit for and was involved in some production planning such as location spotting. Warren and Ross will show you not only sites from the films but also where some of these movies' most thrilling stunts were performed. The tour will incorporate some "Audie audio". Join us as we saddle up with one of Lone Pine's great ghost riders.*

## **5. Billy King Remembers Hopalong Cassidy –Tour Guide - Don Kelsen (2 Hours) BT**

*Festival guest, Billy King, visits the Alabama Hills for the first time since his preteen acting career began and ended as a cast member of Four “Pop Sherman”, Hopalong Cassidy Films. Join 88 year-old Billy King as he’s reacquainted with several, Alabama Hills Hoppy locations (“Heart of Arizona” and “Hopalong Rides Again”) where he’ll share his memories and acting anecdotes with those in attendance. Short walk involved in accessing locations after caravanning to the Alabama Hills.*

## **6. Django Unchained: Tour guide - Manuel Ruiz (2.0 Hours) CC**

*The tour will take visitors into the Alabama hills where Tarantino shot a number of scenes from “Django Unchained.” There will be three to four stops highlighting six locations including Lone Ranger Canyon where the infamous Legend of Bruumhilda is told, Gene Autry Rock (opening of the shot of the movie), and additional locations used by other well-known films were shot including “Gunga Din”, “Tremors” and lastly to Mother Hill where two familiar shots from the film take place which involve Jamie Foxx and Christoph Waltz. Four of the locations are easy access, two will require a small walk.*

## **7. Gunga Din: Tour guide – Jude Greenburgh (2.5 hours)**

*Filmed here in the summer and fall of 1938, Gunga Din remains to this day the largest production ever filmed in the Lone Pine area. The production company created huge sets, hired over a thousand extras, and built a tent city to house the cast and crew. It is recognized as one of the rare films of its era to stand up well to modern sensitivities. Visit the site of the temple, the village of Tanta Pur, battle scene locations and see the location of the bridge crossed by the elephants.*

## **8. Hollywood’s Back Yard: Tour guides – Burt & Donna Yost (3 hours) CC**

*Visit locations seldom seen by visitors. A must-tour for movie buffs. Visit the Tim Holt cabin for the first time ever, a ghost town, stagecoach stop, movie lake, old train and gas station, a rare Molly Stevens steamboat stop on Owens Lake and other locations still standing. Steve McQueen, Tim Holt, Gene Autry, Hopalong Cassidy and many others worked here. Hidden Lone Pine at its best.*

## **9. Hopalong Cassidy Bar 20: Tour guide - Richard W. Bann (2.5 hours) CC**

*Lone Pine’s future looks brightest when honoring its storied past. So let’s jump on the time machine and visit the still-working cattle ranch which served as the original “Bar 20” in the first and best Hopalong Cassidy feature film made in 1935. Come and see the historic and beautiful Lubken Ranch. Incredibly, the many westerns film location books have all ignored it, because until 2011 its storied movie history was unknown – even at our own festival. We begin in the museum theater with a video compilation of western excerpts shot at this pastoral venue covering the period from 1926 through 1949. Then travel up into the splendors of Lone Pine scenery via car caravan to tour the sacred grounds of the Lubken spread. There we will search for the ghosts of cowboy heroes who made scenes here we have known practically all our lives: Gene Autry, Randolph Scott, Bob Steele, Tim Holt, Ken Maynard, Fred Humes, Gabby Hayes, Richard Arlen, Big Boy Williams, Bill Cody, Hoot Gibson, Tom Mix, Johnny Mack Brown, Tom Tyler – even “Bonanza” shot here! Some walking is required as we trace the footsteps of screen legends through this rare oasis of green in Lone Pine. Tour guide is author and film historian Richard W. Bann. More importantly, we hope to be joined by festival guest Billy King who appeared with William Boyd in four Hoppy adventures. Come re-live magic movie moments, and make new memories too.*

**10. The Legendary John Wayne:** Tour guide – Mike Royer (2.5 Hours) BT

*From his earliest starring roles in Poverty Row westerns to his final 1978 Great Western Savings TV commercial, legendary John Wayne came to Lone Pine, one of his "favorite places of all time," according to his widow, Pilar.*

*Join Mike Royer on a tour that pays tribute to "The Duke." Visit the rocks and sagebrush of the Alabama Hills and walk where Wayne worked before the camera. Over a 45 year period, parts of thirteen features, "B" westerns, such as "Westward Ho", "Blue Steel", "King Of The Pecos", "Lawless Range"; adventure films "I Cover The War", "The Three Godfathers" and the big budget epic "Tycoon" were filmed on location in Lone Pine. You will actually tread the dust where outlaw bands were rounded up and where train tunnels were dug in the mighty Andes. You'll even see some actual artifacts remaining all these years later.*

*As you travel through the ageless Alabama Hills, your guide, Mike Royer, will tell stories about "The Duke" and how he got the nickname, his early career and the boosts he got from Raoul Walsh and John Ford, show original production stills from scenes at the many sites and pepper the tour with reminiscences of his 40+ years love affair with the Alabama Hills. These are the same hills we heard an early John Wayne (The Singing Cowboy) strum a guitar and serenade in "Westward Ho."*

*Thirty Four years after his passing, John Wayne still remains in top ten poles...an outstanding achievement for a young man who began his days in Hollywood moving furniture and props. It's the marvelous Lone Pine Film Festival tribute tour to "The Duke" John Wayne. Welcome aboard, Pilgrims!*

**11. Lone Ranger:** Tour guide – Chris Langley (3 hours) CC

*With the popularity of the Disney reboot of "The Lone Ranger", our Masked Man has caught a younger generation's imagination. The Lone Ranger has been in the rocks here in Lone Pine since 1938 when Bill Witney and John English directed "The Lone Ranger" serial. On this tour you will visit sites where this action classic shot, onto some of the locations for the Clayton Moore and John Hart Ranger we remember from early television. Finally, we travel out to where Disney shot scenes for the most recent incarnation. It takes a little longer to travel between the locations than to travel back in time, but it is well worth the adventure.*

**12. North-South Tour:** Tour guide – Melody Holland-Ogburn (2.5 hours)

Considered one of the most scenic drives, you'll see LOTS of the Alabama Hills. The tour travels throughout the length of the Alabama Hills to famous filming locations of such movies as *Gunga Din*, *Westward Ho*, and *Wagons Westward*. You will visit famous locations on this combination of two original festival tours created by Festival Founder *Dave Holland*. View the *Hoppy* cabin where *the Boyd's* honeymooned. Stand where *Gene Autry*, *John Wayne* and *Tom Mix* worked. Walk to the *Lone Ranger* ambush site then through the canyon to *Hoppy* and *Gene Autry* rocks. View the ***Rawhide*** film location where two people played one part. See the actual cement anchors that held the ***Gunga Din*** bridge; the monuments dedicated by *Douglas Fairbanks Jr.* and *Roy Rogers*. Grab your cameras and join us on this tour for your thorough introductory view or great refresher to all the filmmaking celebrated by our festival.

**13. Owens Valley Tour:** Tour guide - Page Williams (3 Hours) CC

*Commemorating the 100th anniversary of the opening of the Aqueduct, The Valley-River, four wheel drive tour, of the Owens Valley reviews the historical aspects of the "water war" and the development of the Los Angeles aqueduct. See how the river has made a comeback in recent years with mitigation and the increased river wildlife. The tour is led by California historian and wildlife photographer, Page Williams and Lone Pine's own, Dorothy Bonnefin. A four wheel vehicle is required. This will be a caravan tour and cover different areas around Lone Pine and down by the Owens River.*

**14. Secrets of the Wastelands:** Tour guide – Don Kelsen (3.0 hours) BT

*A Hopalong Cassidy adventure inspired by the Shangri-La of "Lost horizon" - the Bar 20 trio joins an archeological expedition in search of ancient Indian ruins. Instead they find a mysterious "lost city" populated by Chinese Americans! Beforehand, we will screen the film in the theater then start out on our own expedition in search of the locations where Paramount Pictures lensed this western yarn. Our tour travels out to the Northern boundary of the beautiful Alabama Hills where we will explore the site of the archeological camp, then move to where the company staged the chases and gun battles, finally winding up where they shot the climactic fight at The Anchor Ranch.*

**15. Sunrise Photo: Tour guide** – Larry Maurice (2.5 hours) CC

*For nearly 20 years film festival visitors have thrilled to the breath taking beauty of the Eastern High Sierra "Sunrise Tour". A photographer's dream event, but so inspirational, everyone can enjoy this early morning spectacle. See why directors and cinematographers couldn't get enough of the spectacular mornings in "The Range of Light." Watch the morning sun ignite the peak of Mt. Whitney and bring the Alabama Hills to life. Share good fellowship with a spectacular light show a continental breakfast a little music a little poetry and a start to your film festival day that will never be forgotten.*

**16: Westward Ho:** Tour guides - Mike & Jan Houle (3 Hours) BT

John Wayne is separated from his younger brother at an early age. In his early adult years Wayne forms a vigilante group to stop a band of marauding outlaws. But, Wayne soon discovers that it is his brother who is leading the gang.

Notes:

BT – Bus Tour

WT – Walking Tour

CC – Car Caravan

Times and further details on the tours are available on the Festival website. Some tours have associated movie screenings. Please see website for details @ [www.lonepinefilmfestival.org](http://www.lonepinefilmfestival.org) or call the festival office – 760-876-9103.

## **Tour Guide Bios:**

### **Richard W. Bann**

Richard W. Bann is the host of Lone Pine's Bar 20 Ranch Tour, a regular essayist for *Lone Pine At The Movies*, and a major source for 16mm prints for the festival the last 20 years, film historian and author (books on Laurel & Hardy, Our Gang, W.C. Fields, Hal Roach, John Wayne). Bann started his career as a CPA testifying on behalf of William Boyd Enterprises with respect to Hopalong Cassidy films litigation and later was vice-president of Blackhawk Films, Inc. More recently he served as consultant to CMG Worldwide, the marketing and licensing agent representing the estates of Marilyn Monroe, Mark Twain, Babe Ruth, James Dean, Vince Lombardi, Jackie Robinson, etc. For the past 30 years Bann has been library consultant to a European film and TV company, Kirch Media GmbH and related entities, where he spent \$4 million restoring and preserving the Hal Roach Studios 35mm nitrate film collection. Bann's knowledge of "movies" and western heritage is always kindly shared in Lone Pine.

### **Dorothy Bonnefin**

A former Real Estate Broker for 30 years Dorothy has lived in The Owens Valley for over 70 years. Working at the front desk of the Dow Hotel in 50s & 60s when filming was at its peak, she remembers, "when one studio checked out another checked in." She even worked as an extra in movies and commercials. A true movie fan, Dorothy has been involved in Lone Pine Film Festival since the inception of the event in 1990. She served as Festival Director for 6 years, and continues to dedicate her service serving on The Film Museum and Festival Boards of Directors and with the Mt. Whitney Fish Hatchery.

### **Jerry Condit**

An artist and photographer, Jerry currently lives in the San Fernando Valley. After discovering Lone Pine and those fabulous Alabama Hills 20 years ago, the area has become very dear to his heart, as a second home and a favorite place to get lost, meditate, and escape. He is passionate about Lone Pine's movie history, especially the vintage years. Jerry is currently re-photographing, from original camera positions, the Alabama Hills locations that appeared on the silver screen.

### **Orlyn Fordham**

Orlyn Fordham was born in Kalispell, Montana in 1954. He has lived in Washington and California and he currently resides in Nevada. He earned a Bachelor's degree in Earth Science from California State University, Northridge and a teaching credential in Physical Science from California State University, Fullerton. After 27 years of teaching in public schools, Orlyn retired.

### **Jude Greenburgh**

Judyth Greenburgh originally from Great Britain and now a resident of nearby Darwin currently works in the Lone Pine History museum's art department. Judyth is an international art director and has worked on everything from global advertising to local non-profit causes. A born communicator she brings her docent experience from being a trained guide at the Monterey Bay Aquarium and her love of this landscape and how it inspires into being through the exhibits, the artwork and guided tours.

### **Mike & Jan Houle**

Janet and Michael Houle literally stumbled onto Lone Pine during an eastern Sierra's vacation over a decade ago. Buying Dave Holland's book in Lone Pine led them out into the rocks to find Dave's locations as illustrated in the book. On one occasion later on, while searching for more locations, Dave Holland accidently drove up and asked if he could help us, and thus began a long and fruitful relationship of movie site location work. When not looking for movie location sites, Janet works for Sacramento County and Michael, while retired, is an active musician.

### **Debbie Kielb**

Debbie has been a State and National Park Interpreter, and a Tour Guide for Park Concessions since 2003. She has volunteered her talents for the LPFF since 2007 simply because "I've been a movie lover all my life." Conveying an understanding of the history and helping the audience find a personal connection to these favorite films is her goal on the Anchor Ranch tour.

### **Chris Langley**

Christopher Langley was born in New York, graduated from Dartmouth College, Hanover, New Hampshire and spent two years in Peace Corp Iran, teaching Baluchi tribesman. He and his wife Sandy lived three years in New Idria Mining Camp south of Hollister, California, teaching in a two-room school. He moved to Lone Pine in 1972. He has served as director of the Lone Pine Film Festival and Executive Director of the Lone Pine Film History Museum. Chris has worked as Inyo Film Commissioner working on such films as *Iron Man*, *Django Unchained*, *G.I. Joe*, *Man of Steel* and *The Lone Ranger*. He has published two books: *Lone Pine* and *Mount Whitney*, and articles in the four *Lone Pine in the Movies* books. He is presently collaborating with photographer Osceola Refetoff on a landscape book of photographs and writing: *Desert Chimera: Seeking the True Face of the Mojave*, and film history books on Lone Pine, Death Valley, Eastern Sierra and director Clarence Badger. He and his wife Sandy have two sons and three granddaughters.

### **Don Kelsen**

Tour guide Don Kelsen, has been attending and learning about the Alabama Hills, film locations since the first festival in 1990. Inspiration for pin pointing filming locations comes from Don's association with Festival co-founder Dave Holland and their work together on Dave's first video: "On Location in Lone Pine"

### **Larry Maurice**

Larry Maurice has spent the last thirty five years as a Cowboy, horse wrangler and packer in the Eastern Sierra and the high deserts of Nevada. You're likely to find him leading a string of mules into the back country, on a horse drive in the Owens Valley of California, or working with Longhorn cattle in Virginia City, Nevada.

Larry juggles his need to be on horseback with his busy entertainment schedule. A sought after entertainer, not only for his **Cowboy Poetry** that speaks from the heart of the day to day Cowboy, but also for his ability to breathe life into the history of the American West.

He is an exceptional after-dinner speaker and spends a great deal of time in schools around the country talking to children about the role the Cowboy has played and continues to play in the development of the west. Through poetry, song and stories, Larry is able to transport his audience back in time, allowing them to experience the cattle drives, characters and critters of the old west

Larry has been honored with the "Lifetime Achievement in Cowboy Poetry Award" from the prestigious National Cowboy Symposium in Lubbock, Texas. In July of 2000, Larry received the **Academy of Western Artists** coveted "**Will Rogers Cowboy Award**" for **Cowboy Poet of the Year**.

Larry has been a "Lone Pine" regular since the festival's beginning in 1989 providing guidance, support and friendship throughout the years.

### **Melody Holland Ogburn**

Joining us again, Melody is the daughter of festival cofounder Dave Holland. Having led guests on bus tours as a step-on guide since the first year, she notes first-time attendees on at least one of her tours each weekend. "Every year brings great, new experiences through these movie location tours. I treasure seeing people meet to share with old friends. Others make new friends. And they're all enjoying the area. It's a unique festival!"

### **Mike Royer**

Drawn to Southern California, spring 1965, by the lure of a career in Comic Art, Mike spent his first 14 years in comic books, comic strips, and TV animation. He has inked many great pages including MAGNUS, ROBOT FIGHTER and TARZAN, STAR WARS SPEED BUGGY, BUTCH CASSIDY AND THE SUNDANCE KIDS, to name a few

Mike spent the next 14 years on staff with the Walt Disney Company in the creative department of their Consumer Product/Licensing division, addressing the areas of book publishing, comic books and strips, and all forms of theme park and licensed merchandise as a character artist/product designer, performing as idea man, concept and final line artist, and sometime inker. He created the "new look" that launched the massive WINNIE THE POOH licensing program in late 1993.

Mike now lives in Oregon and continues to work freelance as an Art service doing pencil work on a wide variety of projects, including creating characters for comics and for computer game animators. A long time Lone Pine Festival attendee, Mike has a diverse knowledge of film making in the area and brings a passion for Western heritage to all his tours.

### **Manuel Ruiz**

Manuel has been an intern for Inyo County Film Commissioner, Chris Langley since September 2011 combining his passion for film with first hand experiences as he develops his film career.

### **Ross Schnioffsky and Warren Davey**

The call of the Alabama Hills has lured Warren and Ross back to Lone Pine after an absence of a few years. They have been rootin'-tootin', but very little shootin' lounge chair cowboys since Walt Disney dusted off Davy Crockett's old coonskin cap. Ross and Warren live just west of Lone Pine in the little frontier town of Melbourne, Australia. TV westerns arrived in Australia in 1956 and they have loved them ever since. Despite spending most of their working life in all forms of education from elementary schools to universities Warren and Ross have held on to their sanity, barely! Ross, who loves making little docos on cinema history, is a faculty librarian at La Trobe University, Melbourne and Warren, who loves reading about all things western, is an elementary school librarian and both happily maintain disorganized lives.

### **Page Williams**

Page Williams is a fifth generation Native and part time California Historian and Wildlife photographer. Page has worked in the entertainment industry for over forty four years first in the theater with the Los Angeles Philharmonic and then with the London Royal Ballet and New York Opera. She has worked here in Hollywood for the past 35 years and was currently elected to her third term on the executive board of I.A.T.S.E. local 80. At this point Page would rather be in Lone Pine.

### **Burt & Donna Yost**

Returning from a ski trip, Columbus Day weekend 1990, Burt and Donna Yost discovered Lone Pine and as it happens, the Lone Pine Film Festival. Fans of old westerns, Burt and Donna soon started making trips to Lone Pine and the Alabama's in search of their favorite movie locations. That led to a meeting with film Festival founder, Kerry Powell, and Director, Dave Holland with whom they became fast friends.

Since then, Burt and Donna have developed many additional friends in Lone Pine and have become well versed in the Alabama's and Eastern Sierra landscape and respective movie locations. Their annual festival tours are always a sell-out, especially the "Back Lot" tour featured above. Burt and Donna call Santa Barbara home, when not in Lone Pine.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
15

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

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Approval of Amendment Number One (1) to the Contract between Inyo County Mental Health and Country Villa Merced Behavioral Health.

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve Amendment Number One (1) to the contract between Inyo County Mental Health and Country Villa Merced Behavioral Health (for residential placement for adults in a locked facility) in an additional amount of \$35,000.00 for a total amount not to exceed \$70,000.00 for the period of July 1, 2013 through June 30, 2014, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This Amendment is necessary to accommodate the ongoing placement at Country Villa of one adult who has been placed on LPS Conservatorship. Inyo County has a good working relationship with this facility and monitors the care of conserved adults carefully. We place persons in the least restrictive environment and try to move persons safely to a lower level as soon as possible. To date during this fiscal year we have had only 2 persons total placed under LPS Conservatorship with one placed at Country Villa.

**ALTERNATIVES:**

Your Board could deny approval of Amendment Number One (1) to this contract. This would result in the possible loss of this placement option for LPS conserved adults. This would result in limited placement options, which might eventually necessitate placement in the State Hospital at great expense to the County.

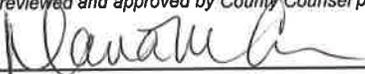
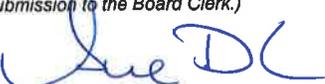
**OTHER AGENCY INVOLVEMENT:**

Inyo County Courts

**FINANCING:**

100% Mental Health Realignment Funds (clients partially reimburse with SSI payments). This expense is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> / <u>1/28/14</u> Date:
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> / <u>1/31/2014</u> Date:
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>1/29/14</u> Date:

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: \_\_\_\_\_

**AMENDMENT NUMBER One TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Country Villa Merced Behavioral Health**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and County Villa Merced Behavioral Health \_\_\_\_\_, of Merced, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 25, 2013, on County of Inyo Standard Contract No. 157, for the term from July 1, 2013 to June 30, 2014.

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

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

County and Contractor hereby amend such Agreement as follows:

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

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

The effective date of this Amendment to the Agreement is January 1, 2014.

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

AMENDMENT NUMBER One TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
County Villa Merced Behavioral Health  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By:  \_\_\_\_\_

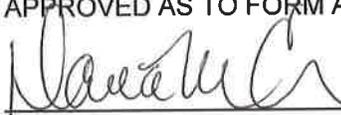
Signature

*AUTHORIZED SIGNATURE*  
Mark S. Beckel - General Counsel for Manager

Type or Print

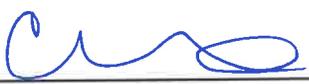
Dated: 01/02/2014

APPROVED AS TO FORM AND LEGALITY:

 \_\_\_\_\_

County Counsel

APPROVED AS TO ACCOUNTING FORM:

 \_\_\_\_\_

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

 \_\_\_\_\_

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

 \_\_\_\_\_

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Country Villa Merced Behavioral Health**  
**FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Country Villa Merced Behavioral Health of Merced, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

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

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$35,000.00 (Thirty Five Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, and municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon

execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

## **7. COUNTY PROPERTY.**

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

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

## **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California 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 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, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven 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.

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, 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. 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 or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights 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 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, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

**15. 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.

**16. 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.

**17. 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.

**18. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-five (25) below.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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-five (25) (Amendment).

**24. 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.

**25. 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.

**26. NOTICE.**

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

County of Inyo Behavioral Health	Department
162 J Grove Street	Street
Bishop, CA 93514	City and State
Contractor: Country Villa Merced Behavioral Health	Name
1255 B Street	Street
Merced, CA 95340	City and State

**27. 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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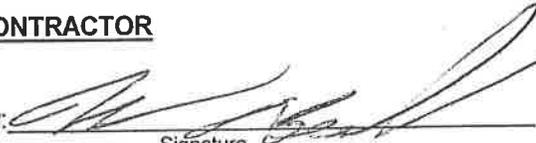
**AGREEMENT BETWEEN COUNTY OF INYO  
AND Country Villa Merced Behavioral Health  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
25 DAY OF June, 2013

**COUNTY OF INYO**

By: Linda Arculari

**CONTRACTOR**

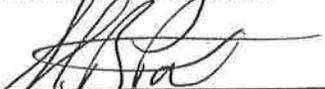
By:   
Signature

Mark Beckel - General Counsel for Manager  
Print or Type Name

Dated: 6-25-13

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Country Villa Merced Behavioral Health  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2013

**TO:** June 30, 2014

**SCOPE OF WORK:**

Residential care in a locked Psychiatric Skilled Nursing Facility provided by Country Villa Merced Behavioral Health Center. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Country Villa Merced Behavioral Health  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2013

**TO:** June 30, 2014

**SCHEDULE OF FEES:**

**TOTAL DAILY RATE**

Mental Health Rehabilitation Center/IMD Services (AB 360 rate) \$173.60

Special Treatment Program Patch \$5.72

**TOTAL COST PER DAY WITH PATCH \$179.32**

Daily Bed Hold Rate is \$173.04

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Country Villa Merced Behavioral Health  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2013

**TO:** June 30, 2014

**Form W-9**

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

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Country Villa Merced Behavioral Health  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** July 1, 2013

**TO:** June 30, 2014

**SEE ATTACHED INSURANCE PROVISIONS**

## Specifications 2

### Insurance Requirements for Professional Services

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

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

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

### ***Primary Coverage***

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

### ***Notice of Cancellation***

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

### ***Waiver of Subrogation***

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

### ***Deductibles and Self-Insured Retentions***

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

### ***Acceptability of Insurers***

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

### ***Claims Made Policies***

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

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

### ***Verification of Coverage***

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

**Subcontractors**

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

***Special Risks or Circumstances***

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



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

16

Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule Time For     Closed Session     Informational

**FROM:** Planning

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Approval of: 1) Sole Source Request for Independent Contractor 2) Contract between Inyo County and Salas O'Brien for the provision of Energy Efficiency Consulting Services to assist in researching funding opportunities and establish a plan for an Energy Efficiency Revolving Loan Fund (EERLF).

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve:

1. A request to sole source Salas O'Brien as an independent contractor
2. Standard Contract No. 156 between the County of Inyo and Salas O'Brien, for the provisions of the energy efficiency consulting services in an amount not to exceed \$26,430 for the period of January 28, 2014 to December 31, 2014, and authorize the Chair to sign contingent upon adoption of future budgets and authorization from Southern California Edison to proceed.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Southern California Edison (SCE) designs, administers and implements a large portfolio of energy efficiency programs for its customers. SCE works in partnerships with a wide variety of entities to implement these programs, including local governments. Inyo County submitted and received funding in 2009 from SCE for Local Government Strategic Plan Strategies Solicitation Phase 2. This funding enabled staff to complete a Cost, Energy and Service Efficiencies, Action Plan (CESEAP) that was approved by the Board on November 3, 2012. On March 26, 2013 the Board authorized planning staff to respond to a Request for Proposals from SCE for the Phase 3 solicitation.

On November 5, 2013 the Board approved a contract from SCE to Inyo County Planning Department to do work on Local Governmental Strategic Plan Strategies Solicitation Phase 3, for an amount not exceed \$57,452. This work includes researching funding for seed money and preparation of a plan for an EERFL for energy efficiency projects on County facilities. A County EERLF could provide the means to finance the energy reduction projects the County wishes to implement that will, in turn, help the County reach its energy reduction and cost savings goals.

The contract between the Inyo County Planning Department and SCE provides funding for consultant services in an amount not to exceed \$26,430 to assist in researching similar programs, opportunities for seed money, and developing a plan to establish an EERLF. This expertise is necessary in setting up an "in house" funding program that will not use County funds.

All work approved in the contract between the Inyo County Planning Department and SCE must be completed by December 31<sup>st</sup>, 2014.

**SOLE SOURCE REQUEST FOR INDEPENDENT CONTRACTOR**

The Inyo County Planning Department is requesting to sole source Salas O'Brien as an independent contractor services to assist in researching funding opportunities and develop a plan to establish an Energy Efficiency Revolving Loan Fund (EERLF). The EERLF will serve as a means to implement projects identified in the CESEAP, developed in 2012. The CESEAP promotes long-term energy efficiency and is expected to result in cost savings to the County, other entities in the County, and its citizens. Funding for the EERLF research and plan preparation is being funded through a contract with Southern California Edison in the amount of \$57,452.00.

In 2011, Salas O'Brien was hired as a consultant by the Inyo County Planning Department to develop the CESEAP. Salas O'Brien is an energy planning firm with an expertise in utility and building infrastructure, with a focus on mechanical, electrical and telecommunication systems. During the RFP process to find a consultant to assist in the development of the CESEAP, Salas O'Brien demonstrated a clear and unique expertise in energy efficiency consulting compared to other contractors in the same field, and completed the project on time and on budget in late 2012.

Due to Salas O'Brien's previous experience in developing the CESEAP, the firm retains a specialized knowledge of it; and since the EERLF is being developed to provide a means to implement the CESEAP Salas O'Brien's firsthand knowledge of it is irreplaceable. Salas O'Brien also has the previous experience working within the parameters of the SCE Government Partnership grant program.

The funding timeline of the SCE grants terminates on December 31<sup>st</sup>, 2014, at which time all work for the EERLF must be completed; therefore time is of the essence in selecting a consultant to assist staff in developing the EERLF. As Salas O'Brien has clearly demonstrated specialized expertise in energy efficiency consulting and retains intimate knowledge of the CESEAP, the Inyo County Planning Department requests to sole source Salas O'Brien as an Independent contractor to assist in researching seed funding opportunities and develop a plan for the EERLF.

**CONTRACT BETWEEN THE COUNTY OF INYO AND SALAS O'BRIEN**

Based on Salas O'Brien's demonstrated expertise in energy efficiency consulting, the Planning Department is requesting to enter into a contract with Salas O'Brien to do work on Local Governmental Strategic Plan Strategies Solicitation Phase 3 to research and establish an EERLF. The scope of work is attached to the contract. The total contract amount is for \$26,430 for the period of January 28, 2014 to December 31, 2014.

**ALTERNATIVES:**

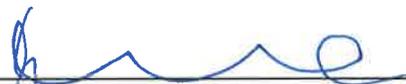
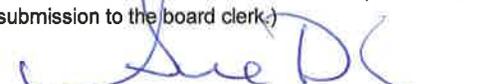
- Do not approve the Request to Sole Source for Independent Contractor and direct staff to prepare an RFP soliciting consulting services. This option would likely compress the timeline for preparing work on the EERLF, which must be complete by December 31, 2014.
- Do not approve the contract between the County and Salas O'Brien to do work for a Local Government Strategic Plan Strategies Solicitation Phase 3. This option will remove the opportunity for the County to pursue a funding mechanism for energy efficiency projects.
- Direct staff to modify the contract. This option would likely compress the timeline for preparing work on the EERLF, which must be complete by December 31, 2014.

Southern California Edison

**FINANCING:**

The contract with SCE approved on November 5, 2013 provides for reimbursement of costs incurred by the County for the contract with Salas O'Brien and other County-provided services. There is adequate funding in the Professional and Special Services (Object Code 5265) portion of the fiscal year (fy) 2013-2014 Planning Department budget for the anticipated consultant expenses. Planning anticipates there will be a need to adjust the Planning budget at mid-year due to other contracts exceeding the amount budgeted for fy 2013-2014.

**APPROVALS**

<p>COUNTY COUNSEL:</p>	<p>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.)</p> <p></p> <p>Approved: <u>yes</u> Date <u>1/23/2014</u></p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p></p> <p>Approved: <u>yes</u> Date <u>1/30/2014</u></p>
<p>PERSONNEL DIRECTOR:</p>	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p></p> <p>Approved: <u>✓</u> Date <u>2/6/14</u></p>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2/10/14

**Attachments:**

- Standard Contract No. 156 between the County of Inyo and Salas O'Brien

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Salas O'Brien  
**FOR THE PROVISION OF** Energy Efficiency Consulting Services **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Energy Efficiency Consulting Services services of Salas O'Brien (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Consultant shall furnish to the County, 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 Consultant to perform under this Agreement will be made by the Planning Director or his designee. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment **E**, attached hereto and incorporated herein.

**2. TERM.**

The term of this Agreement shall be from January 28th, 2014 to December 31st, 2014 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay Consultant 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 Consultant at the County's request.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$26,430 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

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

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

**8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

**9. STATUS OF CONSULTANT.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

For design professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of design professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

#### **11. RECORDS AND AUDIT.**

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

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

#### **12. NONDISCRIMINATION.**

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

#### **13. CANCELLATION.**

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

#### **14. ASSIGNMENT.**

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

#### **15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver 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-three (23) below.

**17. CONFIDENTIALITY.**

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. ATTORNEY'S FEES.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

<b>County of Inyo:</b>	
Inyo County Planning Department	Department
168 N. Edwards Street	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
Salas O'Brien	Name
305 S 11th St,	Address
San Jose, CA 95112	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Salas O'Brien  
**FOR THE PROVISION OF** Energy Efficiency Consulting Services **SERVICES**

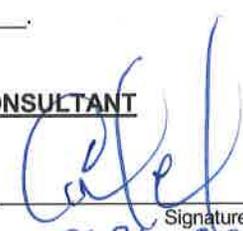
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONSULTANT**

By:  \_\_\_\_\_

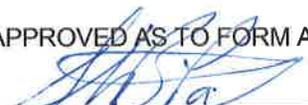
Signature

CARL SALAS

Print or Type Name

Dated: JAN 9, 2014

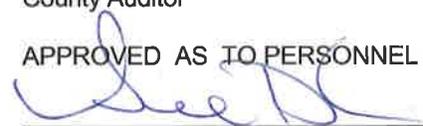
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

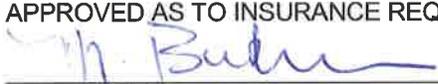
APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Salas O'Brien  
**FOR THE PROVISION OF** Energy Efficiency Consulting Services **SERVICES**

**TERM:**

**FROM:** January 28th, 2014

**TO:** December 31st, 2014

**SCOPE OF WORK:**

Refer to Attachment A-1 and A-2: attached hereto and made part of of this Attachment A: Scope of Work.

Contractor shall comply with all requirements of the Southern California Edison California Energy Efficiency Strategic Plan Implementation Contract with Inyo County as described in Exhibit 1: Southern California Edison California Energy Efficiency Strategic Plan Implementation Contract.

ATTACHMENT A-1

AGREEMENT BETWEEN COUNTY OF INYO  
AND  
SALAS O'BRIEN  
FOR THE PROVISION OF ENERGY EFFICIENCY CONSULTING SERVICES

TERM:

FROM: January 28<sup>th</sup>, 2013

TO: December 31<sup>st</sup>, 2014

SCOPE OF WORK  
Energy Efficiency Revolving Loan Fund

**Background**

The purpose of this contract with Salas O'Brien is to research funding opportunities and establish a plan for an Energy Efficiency Revolving Loan Fund (EERFL). The EERFL is a project through Southern California Edison (SCE) under the auspices of the California Public Utilities Commission (CPUC) and will include researching funding for seed money and preparation of a plan for an EERFL for energy efficiency projects on County facilities. Salas O'Brien will work closely with County staff to perform this work.

**Work to be performed by Salas O'Brien**

Salas O'Brien will perform all of the work found in the Statement of Work (SOW), unless otherwise identified as work to be performed by Inyo County. The work and deliverables will be completed by Salas O'Brien as specified in the SOW. The SOW is attached to the SCE contract as Exhibit A, which is attached here as Exhibit 1, and incorporated herein by reference.

Tasks to be performed by Salas O'Brien include:

1. Perform EERLF research:
  - a. Conduct phone meetings with jurisdictions that have an EERLF.
  - b. Perform comprehensive research of potential seed money to fund a County EERLF program.
  - c. Conduct analysis of necessary internal resources to implement and maintain a County EERLF program.
2. Develop Draft EERLF:

- a. Identify opportunities for seed money for the EERLF.
- b. Identify required County resources to implement a County EERLF program.
- c. Develop utility bill tracking method, including usage and payments by County department.
- d. Develop methodologies for estimating payback timeframes and estimating cost savings.
- e. Develop tracking system for project loan balances and payback from energy savings.
- f. Develop criteria for project selection.
- g. Identify other incentives programs that can be incorporated into initial funding and paybacks.

Salas O'Brien will also be required to be available for phone meetings and consultation as necessary throughout the project duration. Although Salas O'Brien will provide technical and program support throughout the project, outreach and presentations to stakeholders shall be organized and conducted by Inyo County.

**Work to be performed by Inyo County**

Inyo County staff will perform the following tasks, as defined in the SOW, and in coordination with Salas O'Brien:

1. Act as project lead and primary contract with Southern California Edison staff.
2. Create and deliver monthly reports and invoicing to SCE as required by the SOW.
3. Identify the staff person who will be processing the receipt and payment of SCE bills, within a month of hiring Salas O'Brien, and authorize that person to work with Salas O'Brien through the project.
4. Compile EERLF research performed by Salas O'Brien into Research Findings Report.
  - a. Present EERLF research findings to the Board of Supervisors and Financial Advisory Committee (at least 2 meetings).
5. Develop Draft EERLF Goals and Policies Report, which includes opportunities identified for seed funding in coordination with Salas O'Brien.
  - a. Present Draft Goals and Policies to the Board of Supervisors and Financial Advisory Committee (at least 2 meetings).
6. Develop Draft EERLF in coordination with Salas O'Brien.
  - a. Present Draft EERLF to the Board of Supervisors and Financial Advisory Committee (at least 2 meetings).
7. Update Draft EERLF with comments from meetings and reviews.
8. Present Final EERLF to Board of Supervisors for consideration of approval.

**Southern California Edison Contract**

In addition to the contract with Inyo County, Salas O'Brien will be required to follow the terms and conditions as stated in the Southern California Edison California Energy Efficiency Strategic Plan Implementation Contract with Inyo County which includes the SOW.

EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF INYO  
AND  
SALAS O'BRIEN  
FOR THE PROVISION OF ENERGY EFFICIENCY CONSULTING SERVICES

TERM:

FROM: January 28<sup>th</sup>, 2013

TO: December 31<sup>st</sup>, 2014

SOUTHERN CALIFORNIA EDISON  
CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN  
IMPLEMENTATION CONTRACT

County of Inyo Strategic Plan Strategies Phase 3

THIS CONTRACT FOR SERVICES ("Contract") is by and between SOUTHERN CALIFORNIA EDISON ("SCE") and the County of Inyo ("Implementer"), which Contract shall be effective as of November 5, 2013 ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on November 8, 2012 in Decision 12-11-015, the California Public Utilities Commission ("Commission") authorized certain energy efficiency programs, including the Energy Leader Partnership Program for the 2013-2014 program cycle

WHEREAS, in Decision 12-11-015, the Commission further authorized SCE to conduct a solicitation for certain energy efficiency strategic planning activities in connection with, and to support, its approved Energy Leader Partnership Programs and local governments generally;

WHEREAS, SCE has selected the Implementer to implement the County of Inyo Strategic Plan Strategies Phase 3 (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

WHEREAS, the Implementer shall implement the Program for the benefit of certain participating governmental jurisdictions and their constituents;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Program shall be implemented with respect to the Parties; an

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0 DEFINITIONS:**

**2.0**

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Contract as a whole, including all exhibits or other attachments to this Contract, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Contract, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.

1.1. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Contract are Calendar Days.

1.3. **Contract:** This document issued by SCE to Implementer, as may be amended in writing as provided herein, which authorizes the Work, states the terms and conditions, and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between the Parties, with the following priority in the event of conflicting provisions: Amendments, from the most recent to the earliest; the Statement of Work; this Contract; and any other referenced documents.

1.4. **Energy Efficiency Measure (or Measure):** As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.5. **EM&V:** Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.6. **Implementer Budget:** The approved maximum budget for funding the performance by Implementer of the Program, as set forth in the Statement of Work attached hereto as Exhibit A.

1.7. **Incentive:** As used in the Commission's Energy Efficiency Policy Manual, Version 4, August 2008.

1.8. **Jobsite:** An SCE facility or designated third party property at or for which the Work is performed.

1.9. **Participating Municipality:** Those jurisdictions or member cities that: (i) are located in SCE's service territory; and (ii) have been selected by SCE and Implementer to participate in the County of Inyo Strategic Plan Strategies Phase 3 as set forth in the Statement of Work.

1.10. **Program:** The County of Inyo Strategic Plan Strategies Phase 3 program.

1.11. **Procurement Energy Efficiency Funds:** The funds which make up the Implementer Budget and which are collected from electric utility ratepayers for public purposes programs, including energy efficiency programs approved by the Commission.

1.12. **Statement of Work (SOW):** A statement of the tasks to be performed by the Implementer, commercial terms including the Implementer Budget, reporting requirements and other necessary information, as set forth in Exhibit A and incorporated herein as part of this Contract, as such SOW may be modified from time to time as provided herein.

1.13. **Subcontractor:** An entity contracting directly or indirectly with a Party, or any Subcontractor thereof, to furnish services or materials as part of or directly related to such Party's Work obligations.

1.14. **Work:** The work authorized by SCE for the Program as set forth in this Contract and as more fully described in the SOW attached hereto as Exhibit A.

## 2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCE under the auspices of the Commission. The purpose of this Contract is to authorize the expenditure of Procurement Energy Efficiency funds to Implementer for services performed pursuant to the terms of this Contract and to set forth the terms and conditions under which the Program will be implemented. The work authorized pursuant to this Contract is not to be performed for profit.

The Program was designed in furtherance of California's Long-Term Energy Efficiency Strategic Plan adopted by the Commission in 2008 ("Strategic Plan"). The Strategic Plan was formulated and developed through a collaborative effort among key stakeholders, including local governments, SCE and other California investor-owned utilities, and the Commission's Energy Division, and provides a strategic menu list of options that local governments can address during the 2013-2014 program cycle. The goal of the strategic plan menu is to present activities centered on energy efficiency and to address the "Big, Bold" strategies found in the Strategic Plan. The strategies are designed to embed and institutionalize energy efficiency in policies, programs, and processes within local governments.

### 3. AUTHORIZED WORK

3.1. Scope. The Work authorized under this Contract is set forth in the Statement of Work (Exhibit A) and shall be performed pursuant to the terms of this Contract.

3.2. Goals and Objectives. The Program is designed to meet the specific goals, objectives and milestones within the schedule and budget set forth in the Statement of Work (Exhibit A).

### 4. OBLIGATIONS OF PARTIES

#### 4.1. General Obligations of Implementer.

4.1.1. Implementer will appoint a Program representative ("Implementer Representative") who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of Implementer in carrying out its obligations under this Contract. Such appointment shall be communicated in writing to SCE's designated

Contract Program Manager within ten (10) Business Days following execution of this Contract.

4.1.2. Implementer shall be responsible for achieving the goals and objectives and producing the deliverables as set forth in the Statement of Work.

4.1.3. Implementer shall perform its Work obligations within the Implementer Budget and in conformance with the schedule associated with such Work as set forth in the Statement of Work, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.

4.1.4. Implementer shall be primarily responsible for coordinating the preparation of all Program-related documents, including all required reporting of Implementer pursuant to Section 9, and any such other reporting as may be requested by SCE. Implementer shall obtain the approval of SCE prior to usage of any SCE Program documents or other energy efficiency program documents or materials offered by SCE.

4.1.5. Upon reasonable request, Implementer shall submit to SCE all contracts, agreements or other requested documents with Implementer's Subcontractors performing Work for the Program.

4.2. General Obligations of SCE.

4.2.1. SCE will appoint a Program representative ("SCE Representative" or "Contract Program Manager" ("CPM")) who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of SCE in carrying out SCE's obligations under this Contract.

4.2.2. SCE shall administer the Procurement Energy Efficiency funds authorized by the Commission for the Program in accordance with this Contract.

5. MARKETING

5.1. Marketing Materials. Implementer shall obtain the approval of SCE when developing Program marketing materials and prior to distribution, publication, circulation, or dissemination in any way to the public by Implementer or by a Participating Municipality. In addition, all advertising, marketing or otherwise printed or reproduced material (including website material) used to implement, refer to or is in anyway related to the Program must contain the respective name and logo of SCE and, at a minimum, the following language: *"This Program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission."*

5.2. Outreach. Implementer shall obtain the approval of SCE prior to implementation by Implementer or a Participating Municipality, of any public outreach activities or campaigns for the Program (exhibits, displays, public presentations, canvassing, etc.), and any marketing materials used in connection with such outreach activity shall comply with all requirements of Section 6 of this Contract.

5.3. Use of SCE Name. Implementer must receive prior review and written approval from SCE for the use of SCE's name or logo on any marketing or other Program materials. Implementer shall allow five (5) Business Days for SCE review and approval. If Implementer has not received a response from SCE within the five (5) Business Day period, then it shall be deemed that SCE has disapproved such use. Within ten (10) Business Days, SCE will provide Implementer with reasons for disapproval.

5.4. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCE must send a copy of the planned materials to the Commission requesting approval to use the Commission's name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

## 6. CONTROL OF WORK

6.1 Compliance with Work Schedule: Implementer shall perform the Work in compliance with the Work schedule set forth in the Statement of Work. If performance of the Work (including any task, or achievement of any goals or objectives outlined in the Statement of Work) is delayed beyond the schedule for any reason, or if Implementer is aware that such Work will be delayed for any reason, Implementer shall notify the SCE Representative within thirty (30) Business Days in writing. SCE may, in its sole discretion, accept the delay, reduce the Work and Implementer Budget accordingly, or terminate the Contract, within thirty (30)

Business Days following receipt of such written notice of delay from Implementer. Failure of Implementer to notify SCE in writing of such delay in the Work schedule within thirty (30) Business Days shall constitute a breach of this Contract and SCE may exercise any of the remedies set forth in this Section or in Section 23.

6.2 Changes to Work:

6.2.1 Changes. SCE, upon the reasonable approval of Implementer, may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the SCE Representative. Such changes may be made with a Change Order. The Implementer Budget and Work schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in a Change Order.

6.2.2 SCE Authority To Shift Funds Or Modify: Notwithstanding Section 6.2.1, SCE, in its sole discretion, may reallocate funds among the programs in its energy efficiency portfolio, or modify in anyway the program, funding or Work. In the event that SCE elects to change or modify the funding, program or Work, Implementer shall be notified in writing and if applicable by a Change Order to this Contract. Such Change Order will specify any changes to the Implementer's Scope of Work and may increase, decrease, or terminate overall program funding, as reasonable under the circumstances, including provision that Implementer shall in all cases be paid for Work performed and expenses incurred or committed in accordance with the Statement of Work through the effective date of the Change Order.

6.3 Stop Work Procedures: SCE may suspend Implementer's Work at any time upon notice to Implementer for convenience or for cause, including, without limitation, program funding, program implementation or management, safety concerns, fraud or complaints. Implementer shall stop performing the Work immediately upon receipt of such notice. Implementer shall resume the Work only upon receiving written notice from SCE that it may do so. .

6.4 Key Personnel: Implementer shall deliver to SCE a list of Implementer's key personnel prior to commencing the Work. Any change to Implementer's key personnel shall be pre-approved by SCE; provided, however, that an unplanned personnel change shall be reported to the SCE Representative immediately. The Implementer shall designate a person that shall coordinate all Work and communicate regularly for the Implementer with the SCE Representative. Implementer shall promptly replace any key personnel if requested by the SCE Representative, provided however, that this provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Implementer of any employee replaced under the terms of this paragraph.

6.5 Subcontractors: Any Work subcontracted by Implementer shall be identified as such in the Contract and any Work subcontracted to an Implementer's affiliated entity shall be similarly specifically identified. For any subcontracted Work, the prior written approval of the SCE Representative shall be required for each Subcontractor, the activities to be performed, and the related charges. Implementer shall at all times be responsible for the Work, and for the acts and omissions of Subcontractors and persons directly or indirectly employed by them. Implementer shall be solely responsible and liable for ensuring that the terms and conditions of all subcontracts are in accordance with this Contract, including but not limited to all invoicing requirements. Any review or approval by SCE of a Subcontractor or a subcontract shall not relieve Implementer of its obligations hereunder.

6.6 Additional Instructions: If Implementer receives any verbal or written instructions for performance of Work from SCE personnel other than the SCE Representative, Implementer shall promptly reconfirm such instructions with the SCE Representative and request that a corresponding Change Order be issued as necessary.

6.7 Emergencies: In an emergency endangering life or property, Implementer shall: a) perform Work or such other services or work as is necessary to meet the emergency; and b) immediately notify SCE.

6.8 Drafts: Draft copies of required reports shall be submitted to the SCE Representative for review for contractual compliance, satisfaction of SCE needs and good professional practices, comments, and approval, prior to the due date of such reports. SCE shall provide timely comments on draft reports.

6.9 Inspection: SCE authorized representatives shall have the right of access to and inspection of Implementer's facilities and/or locations at reasonable times during regular business hours regarding performance of the Work.

6.10 Uncontrollable Forces: Implementer shall not be liable for delay in the Work Schedule or inability to perform the Work due to any cause beyond its reasonable control, such as strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, or critical material unavailability; provided that Implementer promptly notifies SCE in writing of the nature, cause, date of commencement, and expected impact of the event and has exercised due diligence in proceeding to meet the Work Schedule. SCE shall extend the Work Schedule for an equitable period due to such causes without any change in the Contract price.

## 7. FITNESS FOR DUTY/JOBSITE ACCESS REQUIREMENTS

### 7.1 Fitness for Duty:

#### 7.1.1 Implementer and its Subcontractor personnel on a Jobsite:

- (i) Shall report for work in a manner fit to do their job;
- (ii) Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled

substance as prescribed by a physician for such person so long as the performance or safety of the Work is not affected thereby); and

- (iii) Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of SCE.

7.1.2 Inspection: Searches by SCE authorized representatives may be made of lockers, storage areas, vehicles, persons or personal effects on SCE owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, SCE property.

7.1.3 Compliance: Implementer shall advise its employees of the requirement of this Section 7.1 ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Implementer shall impose these requirements on its Subcontractors. SCE may cancel the Contract if Implementer violates these Fitness for Duty Requirements.

## 7.2. JOBSITE ACCESS REQUIREMENTS

7.2.1 Notification of Convictions: During application for Jobsite access, and/or during the Work, Implementer shall immediately notify SCE whenever Implementer becomes aware of evidence that any Implementer's or its Subcontractors' employee, who has, or will have, Jobsite access, has been convicted of a serious criminal offense.

7.2.2 Visitor Badge Requirement: All visitors to a particular Jobsite must comply with that Jobsite's visitor access requirements.

7.3. Sexual Harassment: SCE supports a diverse work force and prohibits unlawful employment discrimination and harassment of every kind, including sexual harassment, in accordance with state and federal laws. Whenever present on SCE property or facilities, Implementer shall require its employees, Subcontractors, agents to comply with all applicable federal and state statutes, acts, regulations, codes and standards prohibiting conduct that might reasonably be construed as violating state or federal equal opportunity laws, including conduct such as making sexually suggestive jokes or remarks, touching, assaulting, making gestures of a sexual or suggestive

nature, and impeding or blocking any SCE employee's, subcontractor's or agent's movement.

## 8. DOUBLE DIPPING PROHIBITED

If, in performing its respective Work obligations, Implementer engages contractors or vendors who provide incentives or services to SCE customers, Implementer shall take all appropriate steps to minimize double-dipping. As applicable:

8.1. Prior to providing incentives or services to any eligible customer, Implementer shall require its Subcontractors to obtain a signed form from such eligible customer stating that:

8.1.1. Such eligible customer has not received incentives or services for the same measure from any other SCE program or from another utility, state, or local program; and

8.1.2. Such eligible customer agrees not to apply for or receive Incentives or services for the same measure from any other SCE program or from another utility, state, or local program.

Each Party shall keep its customer-signed forms for at least five (5) years after the expiration or termination of this Contract.

8.2. No Party shall knowingly provide an incentive to a Participating Municipality, or make payment to a Subcontractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

## 9. REPORTING/EM&V

9.1. Reporting. The Parties shall implement all reporting requirements set forth in the Statement of Work, including Appendix A and D of the Statement of Work. The reporting requirements set forth in such Appendix D will be amended when issued by the Commission for the 2013-2014 Program cycle, and may be amended

from time to time thereafter at the discretion of the Commission. Upon issuance by the Commission of revised reporting requirements for 2013-2014 related to the Program, such Commission-approved reporting requirements shall replace the reporting requirements set forth in Appendix D of the Statement of Work in their entirety upon written notice to the Implementer, which notice shall include a copy of the revised Appendix D. Should the revised reporting requirements anticipated by this section unduly impose additional burdens on Implementer, Implementer may terminate its obligations under the terms of this Contract, unless SCE and Implementer mutually agree to revise the Statement of Work or Implementer Budget to account for the burden placed on Implementer due to the newly imposed reporting requirements.

9.2. **EM&V.** The evaluators will be asked to prepare a Program logic model based upon the written proposal and on interviews with the Implementer. Research issues will be defined in collaboration with SCE program managers and may include questions such as: How well were program activities documented? How effectively was the proposed plan implemented? What could be done to improve the plan's effectiveness? Who are the decision-makers, and what information did they use to make their decisions?

## 10. PAYMENTS/COMMERCIAL TERMS

10.1. **Implementer Budget.** The Implementer Budget is set forth in the Statement of Work. Implementer shall not be entitled to compensation in excess of the Implementer Budget without a Change Order issued and signed by SCE.

10.2. **Time and Material Basis.** All Work will be performed on a time and material basis and subject to the following general provisions:

### 10.2.1. **General Provisions.**

- a. All charges shall be directly identifiable to, and required for the Work.
- b. Any charges for overtime shall require the prior written approval of the SCE Representative. Overtime rates shall be authorized and charged only for non-exempt personnel.
- c. Implementer shall complete the Work within the amount authorized by the Contract and in accordance with the Work Schedule. Implementer shall notify SCE's procurement agent responsible for the Contract and the SCE Representative at such time that it becomes reasonably apparent that the

forecasted cumulative charges will exceed any amounts authorized by the Contract (whether by task, total amount of Contract, or both). Implementer shall not proceed with or be reimbursed for any Work performed, either beyond the effective period of the Contract, or exceeding the authorized amounts of the Contract, without a Change Order.

10.2.2 Labor Related Costs Under Time and Material Basis. Implementer shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Contract for time spent directly engaged in performance of the Work by Implementer's employees. Such fixed hourly rates shall be inclusive of all of Implementer's overhead costs (including all taxes and insurance), administrative and general fees, and profit.

10.2.3 Invoices. Implementer shall submit monthly invoices for the costs incurred in the prior month and shall include a cost breakdown for each task identified in the Statement of Work. Each invoice shall include:

10.2.3.1 Status

- a. SCE's Contract number.
- b. Task Description.
- c. Cost incurred to date.
- d. Current monthly amount invoiced.
- e. Cumulative amount invoiced to date.
- f. Current monthly and cumulative amounts authorized, and justification for all variances between amounts authorized and incurred or invoiced.
- g. Statement of deliverables for the period.

10.2.3.2 Labor

- a. Dates worked.
- b. Personnel name, work hours and classification.
- c. Personnel Fixed rate.
- d. Description of Work performed by task.
- e. Completion of Appendix "C" of the Statement of Work.

10.2.3.3 Reimbursable expenses (pre-approved by SCE)

- a. Material costs.
- b. Subcontract costs.
- c. Out-of-Pocket expenses.
- d. Travel costs.

10.2.4 Expenses. Except as specifically set forth in Exhibit A, all reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.

10.2.4.1 Material Costs. Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.

10.2.4.2 Subcontract Costs. Subcontracted Work shall be charged at the rates actually paid by Implementer, not to exceed the rates set forth in the Contract for Work by the Implementer. Implementer shall provide Subcontractor invoices for any Implementer invoice that includes Subcontractor costs.

10.2.4.3 Out-of-Pocket expenses. Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in Implementer's overhead costs will not be reimbursed.

10.2.4.4 Travel Costs. Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Contract, or if not stated, at SCE's rate for SCE employees.

10.2.5 Final Invoice. The final invoice shall be marked "FINAL" and must be received by SCE within sixty (60) calendar days after completion of the Work. SCE shall not be liable for payment of any late invoices that are received by SCE beyond the 60 days.

10.2.6 Invoice Deficiencies. In the event SCE determines that Implementer's (or any of its subcontractors) invoices do not meet the invoicing requirements of the Contract, SCE will notify Implementer of the deficiencies and Implementer shall correct such deficiencies promptly.

10.2.7 Payment by SCE. SCE shall pay each correct invoice, submitted in accordance with the terms of the Contract, within thirty (30) days of

SCE's receipt of the correct invoice in SCE's Accounts Payable Division.

- 10.2.8 Records. Implementer shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. SCE reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by such invoice.

## 11. COMPLIANCE WITH LAW; PERMITS, STATUTES AND CODES

11.1. The Implementer shall comply with, and shall ensure that the Work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.

11.2. Implementer shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.

### 11.3 Implementer Policy for Web Accessibility.

If an Implementer currently hosts and manages a web site, on behalf of SCE, that contains public, customer-facing pages, content and/or transactions that is not already web accessible and compliant with Web Content Accessibility Guidelines version 2.0, Level AA (WCAG 2.0, Level AA), the Implementer must make updates to the web site pages, content and/or transactions to meet web accessibility compliance, unless Implementer is not required by law to comply.

As such, Implementers who plan to or currently host and maintain web sites that include web pages, content and/or transactions for SCE shall agree to the following terms regarding current and/or planned web sites unless Implementer is not required to do so by law:

- 11.3.1 All public facing web pages, transactions and content, including multimedia and interactive content and forms targeted for SCE customers,

shall be made web accessible and meet the standards defined in WCAG 2.0, Level AA. Multi-media and interactive content within the scope of these terms include, and are not limited to, image files, video files, audio files, Flash movies and applications, Flex applications, Silverlight applications, functionality developed with AJAX and/or any other interactive technology not otherwise specified but utilized to serve up information and/or transactions on the web.

11.3.2 Attachments that are posted on a web page for download must also be made web accessible. Attachments include, and are not limited to, Adobe Acrobat PDF files, Microsoft Office files, or any other type of file intended for a customer to download and review offline. An exception may be allowed only if the content contained within the download is already offered on the web site in a web accessible format, and the downloadable attachment is duplicative to the content or transaction displayed on web pages. Such exceptions must be documented and requested by the Implementer, agreed upon by both Implementer and SCE, and granted by SCE prior to declaring any attachment exempt from web accessibility compliance.

11.3.3 Implementers must include compliance with WCAG 2.0, Level AA guidelines as part of the base system requirements for any work completed for SCE. Implementers are responsible for testing proposed web pages, content and/or transactions, and confirming compliance with WCAG 2.0 Level AA guidelines. Proof of testing may be documented in the form of test plans, test scripts, test results, and/or web accessibility audits (performed by the Implementer itself or an external party). SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4 Upon deployment (i.e. publication for external consumption) of web accessible pages, content and/or transactions, Implementer must, to the best of its abilities, maintain compliance with WCAG 2.0, Level AA for as long as the web pages, content and/or transactions are made publicly available on the third-party hosted web site:

11.3.4.1 If Implementer must edit, enhance, modify, or update web pages, content and/or transactions, Implementer agrees to (re-) test for web accessibility compliance, and document test results to prove that said content continues to maintain web accessibility compliance. SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4.2 On a periodic basis, SCE may perform audits on the third-party hosted site to assess web accessibility compliance. Audits may be completed by manual evaluation or through the use of an automated testing tool. If SCE identifies any content that was previously communicated as being compliant but is subsequently found to be in violation, 1) SCE will identify, in writing, the specific web page, content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.4.3 SCE requires an annual web accessibility audit of SCE's web properties by an independent auditor. Any part or all pages of a third-party hosted web site may be included in the annual audit. If the independent auditor identifies any web page, content or transaction that was previously communicated as being compliant but is subsequently found to be in violation, 1) Auditor will identify, in writing, the specific web page content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) SCE shall provide Implementer with audit report, 3) Implementer agrees to correct the item(s) in violation on its own accord, with no

cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.5 If an existing third-party hosted web site utilizes a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing, the Implementer must work with the software manufacturer to determine whether the software produces web-accessible pages, content and/or transactions.

11.3.5.1 If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer shall request the software manufacturer to produce such limitations in writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE.

11.3.5.2 If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer agrees to pursue, in good faith, an alternate product that can provide equivalent functionality and satisfy WCAG 2.0, Level AA web accessibility compliance requirements.

11.3.6 If an Implementer plans to utilize a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing for a future web site, the Implementer agrees to pursue, in good faith, a product that can meet the desired business functionality requirements and WCAG 2.0, Level AA web accessibility compliance requirements.

11.3.6.1 If the Implementer is unable to locate a product that meets both business functionality requirements and web accessibility compliance requirements, the Implementer must communicate

such limitations, in writing, and justify the software selection choice. Implementer shall also request the software manufacturer of desired product to produce such limitations in writing (i.e. in the form of product specifications, formal response from software manufacturer's technical support) and subsequently provide such documentation to SCE. SCE shall reserve final decision-making authority to approve the usage of such software to deliver desired business functionality.]

## 12. INDEMNITY/CONSEQUENTIAL DAMAGES

12.1. Indemnity. Implementer shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of Implementer, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) Implementer's breach of this Contract or of any representation or warranty of Implementer contained in this Contract. Notwithstanding the foregoing, any such expense, claim, loss, damage, liability or action resulting from SCE's active negligence or willful misconduct is excluded from Implementer's obligation to indemnify and hold harmless SCE under this Contract.

12.2. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE WORK OR TERMINATION OF THIS CONTRACT.

## 13. DEVELOPMENTS/PROPRIETARY RIGHTS

13.1. Ownership. The Parties acknowledge and agree that SCE, on behalf of its customers, shall own all deliverables, data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, intellectual property, inventions and trade secrets and all deliverables produced in the performance of this Contract, whether proprietary or non-proprietary; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although Implementer shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Contract, it will have a permanent, royalty free, non-exclusive license to use such Developments.

13.2. Risk of Loss. Implementer shall have risk of loss of or damage to the undelivered Developments until completion of the Work.

13.3. Infringement.

13.3.1. Implementer represents and warrants that the Work performed by Implementer and/or its Subcontractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.

13.3.2. Implementer shall defend, indemnify and hold harmless, SCE, its officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim, demand, or charge that use of the Work or Developments infringe upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights.

## 14. INSURANCE

14.1. Implementer will maintain, and shall require its Subcontractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Contract, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

14.1.1. Workers' Compensation: statutory minimum.

- 14.1.2. Employer's Liability coverage: \$1 million minimum.
- 14.1.3. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.

Such insurances shall acknowledge SCE, its officers, agents and employees as additional insureds, be primary for all purposes, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against SCE its officers, agents, employees and other contractors or Subcontractors.

- 14.1.4. Commercial or Business Auto: \$1 million minimum.

Such insurance shall acknowledge SCE, its officers, agents and employees as additional insureds and be primary for all purposes.

- 14.1.5. Professional Liability (if applicable): \$1 million minimum.

14.2. Evidence of Insurance. Upon request at any time during the term of this Contract, Implementer shall provide evidence that its insurance policies and the insurance policies of any Subcontractor, as provided in this Section are in full force and effect, and provide the coverage and limits of insurance that Implementer has represented and warranted herein to maintain at all times during the term of this Contract.

14.3. Self-Insurance. If Implementer is self-insured, it shall upon request forward documentation to SCE that demonstrates to SCE's satisfaction that Implementer self-insures as a matter of normal business practice before commencing the Work. SCE will accept reasonable proof of self-insurance comparable to the above requirements.

14.4. Notice of Claims. Implementer shall immediately report to SCE, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Implementer or its Subcontractors or their receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim.

14.5. Insurance Indemnification. If Implementer fails to comply with any of the

provisions of this Section, "INSURANCE", or any insurance requirements in the Contract, Implementer shall, at its own cost, defend, indemnify, and hold harmless SCE, its affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, arising out of or in connection with the performance or non-performance of the Work by Implementer or any Subcontractor, or their officers, directors, employees or agents to the extent that SCE would have been protected had Implementer complied with all of the provisions of this Section.

## 15. CUSTOMER CONFIDENTIALITY REQUIREMENTS

15.1. Non-Disclosure. Implementer, its employees, agents and Subcontractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives SCE advance written notice of such order or subpoena. Notwithstanding any other provisions in the Contract, Implementer's nondisclosure obligations with respect to SCE Confidential Customer Information shall survive any expiration or termination of the Contract in perpetuity.

15.2. Confidential Customer Information. "Confidential Customer Information" includes, but is not limited to, an SCE customer's name, address, telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked "confidential". If Implementer is uncertain whether any information should be considered Confidential Customer Information, Implementer shall contact SCE prior to disclosing the customer information.

15.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, SCE may require Implementer to enter into a nondisclosure agreement.

15.4. Commission Proceedings. This provision does not prohibit Implementer from disclosing non-confidential information concerning the Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

15.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to Implementer by SCE, and any and all documents and materials containing such Confidential Customer Information or produced by Implementer based on such Confidential

Customer Information (including all copies, backups and abstracts thereof), during the performance of this Contract shall be returned upon written request by SCE.

15.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 15 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 15 by Implementer, SCE shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

## 16. SECURITY INCIDENT PROVISIONS

### 16.1. SCE Personal Information.

16.1.1. Definition. SCE Personal Information is defined as any information in the possession or under the control of SCE or any of its affiliates, or that is furnished or made available by SCE or any of its affiliates to Implementer, that identifies, relates to, describes, or is capable of being associated with, any particular individual (whether SCE employee, customer, or otherwise), including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, medical information or health insurance information, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

16.2. Nondisclosure of SCE Personal Information. Implementer, its employees, agents and Subcontractors shall not disclose any SCE Personal Information (defined above) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives SCE advance written notice of such order or subpoena.

16.2.1. Notwithstanding any other provision in the Contract or Contract, Implementer's nondisclosure obligations with respect to SCE Personal Information shall survive any expiration or termination of the Contract in perpetuity. Upon the expiration or termination of the Contract, or at any time upon request of SCE, all SCE Personal Information in any medium, including all copies or parts thereof, shall be returned to SCE

or destroyed, except that Implementer may retain one copy of any materials prepared by Implementer containing or reflecting SCE Personal Information if necessary for compliance with its internal record-keeping or quality assurance requirements only. If destroyed, such destruction shall be certified in writing by Implementer.

16.3. Security Incidents. This section shall apply only to the extent Implementer is in possession or control of SCE Personal Information or SCE Confidential Customer Information.

Security Incident Response Plan. Implementer shall develop, implement and maintain a written plan and process for preventing, detecting, identifying, reporting, tracking and remediating Security Incidents ("Security Incident Response Plan" or "SIRP"). A Security Incident shall mean an event or set of circumstances that results in a reasonable expectation of a compromise of the security, confidentiality or integrity of SCE data or information under the Implementer's control. Examples of Security Incidents include are but not limited to:

- (i) Security breaches to Implementer's network perimeter or to internal applications resulting in potential compromise of SCE data or information.
- (ii) Loss of physical devices or media, e.g., laptops, portable media, paper files, etc., containing SCE data.
- (iii) Lapses in, or degradation of, Implementer's security controls, methods, processes or procedures.
- (iv) The unauthorized disclosure of SCE data or information.
- (v) Any and all incidents adversely affecting SCE's or its affiliates', as the case may be, information assets.

16.3.2. SIRP General Requirements. Implementer's SIRP will include Security Incident handling and response procedures, specific contacts in an event of a Security Incident, the contacts' roles and responsibilities, and their plans to notify SCE or its affiliates, as the case may be, concerning the Security Incident. The SIRP must be based on and meet all requirements of the following:

16.3.2.1. U.S. federal and applicable state laws, statutes and regulations concerning the custody, care and integrity of data and information. In particular and without limitation, Implementer shall ensure that its SIRP and its business practices in performing work on

behalf of SCE comply with California's Information Practices Act of 1977, California Civil Code §§ 1798.80 *et seq.*, which addresses among other things the provision of notice to SCE or its affiliates, as the case may be, of any breach of the security of SCE Personal Information if it is reasonably believed to have been acquired by an unauthorized person.

16.3.2.2. SCE information management and information security policies and procedures as made available to Implementer from time to time ("SCE Policies and Procedures"), including without limitation ITS-445 "Standards for Information Security Response – Third Parties."

16.3.3. Implementer Response to Security Incident. The following will apply in the event of a Security Incident:

16.3.3.1. Implementer will submit a Security Incident Report (SIR) to SCE's or its affiliates', as the case may be, IT Help Desk or IT Operations Center ("ITOC") in accordance with SCE Policies and Procedures including ITS-445, and applicable law. The SIR shall be given promptly upon discovery of an SI and in any event not more than four (4) hours after discovery of a suspected SI, or sooner if required by law, statute or regulation. If additional time is required under the circumstances of the SI to ascertain the nature or extent of the SI, to stabilize the Computing System or to ensure the integrity of SCE's or its affiliates', as the case may be, data and information, then Implementer shall promptly notify SCE or its affiliates, as the case may be, in writing of the existence of an SI initially, and keep SCE or its affiliates, as the case may be, informed of developments and new information.

16.3.3.2. At SCE's or its affiliates', as the case may be, request, Implementer will meet with SCE or its affiliates, as the case may be, to discuss the cause of the Security Incident, Implementer's response, lessons learned and potential improvements to Implementer's system security processes and procedures.

16.3.4. Compromise of SCE Personal Information.

16.3.4.1. Additional SIRP Requirements for Personal Information.

With respect to any SCE Personal Information in the possession or under the control of Implementer, to protect SCE Personal Information from unauthorized access, destruction, use, modification or disclosure, Implementer shall:

(a) Develop, implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

(b) Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of the Implementer's business and the nature and scope of Implementer's activities to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

16.3.4.2. Notice Requirements for Personal Information. In the event of a Security Incident where SCE Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, Implementer shall immediately provide the SIR required by Section 16.3.3. Such SIR shall state that SCE Personal Information may be involved, and shall describe the suspected nature of such SCE Personal Information.

16.3.5. SIRP Review. At SCE's or its affiliates', as the case may be, request, Implementer shall review the SIRP at least annually with SCE's or its affiliates', as the case may be, designated representatives to identify updates, changes or potential improvements; and a process to document these changes within ninety (90) days of any such changes.

16.3.6. Document Retention. Implementer shall maintain all documentation relating to Security Incidents, whether in written or electronic form, including without limitation, their identification, processing and

resolution, for two (2) years after final resolution of the Security Incident, including the final resolution of all claims arising out of the Security Incident.

16.3.7. Indemnification for Security Incidents. Implementer shall, at its own cost, defend, indemnify and hold harmless SCE, its affiliates, officers, agents, employees, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expense, fines or penalties, or any of them, resulting from any Security Incident. Any limitation of liability that may be in the Contract or Contract shall not apply to this Section 16.3.7.

16.4 Implementer shall ensure that its employees, agents and contractors that perform services for Provider in connection with the Contract are informed of and comply with these Security Incident provisions.

## 17. CONFLICT OF INTEREST

Implementer affirms that, to the best of its knowledge, there is no actual or potential conflict of interest between Implementer, its employees or their families, Subcontractors, or business interests, and SCE. Implementer shall not hire any SCE employee or employee's spouse to perform any part of the Work. Implementer further affirms that it has set forth in its proposal for the Work: (i) all situations in which Implementer or an affiliated entity of Implementer has been or currently is an SCE Implementer, contractor, or employee; (ii) all situations in which Implementer or an affiliated entity of Implementer has been or currently is in a joint venture arrangement or licensing relationship with SCE (other than an Energy Leader Partnership); and (iii) any affiliated entity to which Implementer intends to subcontract any part of the Work. Implementer shall update such affirmations to SCE during performance of the Work within thirty (30) days following any change thereto.

## 18. TIME IS OF THE ESSENCE

Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including but not limited to those set forth in Exhibit A of this Contract, unless caused by SCE, may constitute a material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted,

funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work, other than as specifically set forth in the Statement of Work, must be performed and completed by December 31, 2014.

## 19. IMPLEMENTER DISPUTES

Any unresolved disputes between Implementer and SCE shall be referred to an SCE management representative and an officer of Implementer for resolution. Pending resolution, Implementer shall continue to perform the Work as directed by the SCE Representative, and SCE shall continue to make payments for the undisputed items.

## 20. RIGHT TO AUDIT

SCE and the Commission shall have the right to audit Implementer at any time during the term of this Contract and for five (5) years thereafter. An audit may include, but is not limited to, a review of Implementer's financial records relating to the Work, program implementation procedures, program marketing material, program implementation documents, field audits of Implementer employees or Subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to date, customers given incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.

SCE may, in its sole discretion and at anytime, request information or data relating to the program, Work or this Contract, and Implementer shall provide such information in the format and within the time requested by SCE. Nothing in this provision shall limit the type, format or frequency of such requests by SCE.

Any request made pursuant to this section shall be at the sole cost and expense of SCE. SCE further agrees to reimburse Implementer for reasonable out-of-pocket expenses incurred by it as a result of any such request.

## 21. MODIFICATIONS

Except as otherwise provided in this Contract, changes to this Contract shall be only be valid through a written amendment/Change Order to this Contract signed by both Parties.

## 22. TERM

This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate at midnight December 31, 2014; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

## 23. TERMINATION OR CANCELLATION

23.1. CPUC Authority To Modify: The Work and program under which the Work is authorized herein shall at all times be subject to the discretion of the California Public Utilities Commission (CPUC), including, but not limited to, review and modifications, excusing performance hereunder, or termination as the CPUC may direct from time to time in the reasonable exercise of its jurisdiction.

23.2. Termination for Convenience: Notwithstanding any other provisions of the Contract, SCE shall have the unilateral right to terminate the Work, or any portion thereof, or the Contract by the issuance of a Change Order, which shall not require Implementer's acceptance.

Subject to the provisions of Section 23.3 and 23.4 hereof, SCE shall complete the payments for all Work accepted by SCE and for any expenses, incurred or committed (and for which Implementer cannot cancel) by Implementer in connection with the Work through the effective date of termination. SCE, at its option, may take possession of any Material paid for by SCE. The provisions of this Section 23.2 shall be Implementer's sole remedy resulting from such termination.

23.3. Cancellation for Default. In the event of: (i) the breach of or failure of Implementer to perform any of its material obligations under the Contract including, but not limited to, failure to complete the Work on time or failure to make satisfactory progress or persistent failure to pay labor and material claims; (ii) the failure of Implementer to give SCE adequate assurance of performance within ten working days after written demand by SCE therefore when reasonable grounds for insecurity arise; or (iii) the insolvency, bankruptcy or receivership of Implementer, then SCE may (a) withhold payment of any further monies which may be due Implementer until such condition is cured, and/or (b) declare Implementer to be in default of the Contract and notify Implementer in writing of such declaration and shall be entitled to cancel the Contract in whole or in part effective immediately upon written notice thereof. Any cancellation pursuant to this Section 23.3 shall not be deemed a "termination" for the purposes of Section 23.2 hereof.

In the event of such cancellation, Implementer shall immediately stop Work and surrender to SCE's possession, complete and incomplete Documentation and other Information, Material, control and use of the Jobsite and all Implementer and SCE-owned equipment, facilities, and all other items which SCE may deem necessary or appropriate until the Work is completed. Implementer shall assign to SCE the

outstanding subcontracts and Contracts as requested by the SCE Representative for such completion. SCE shall have the right to provide, or contract for, all additional labor, Material, and any other items which it may deem necessary to complete the Work.

In the event of cancellation for default by Implementer, if the total of all expenses incurred by SCE to complete the Work is greater than the sum which would have been payable under the Contract if Implementer had completed the Work, the difference shall constitute a claim against Implementer. Such claim shall be due and payable within ten working days after presentation of the claim. Additionally, SCE shall have the right to pursue other remedies afforded by law.

23.4 Delivery of Materials: Without limiting the effect of the provisions of Sections 15 and 23.3 hereof, upon receipt of notice of termination or cancellation under this Section 23, Implementer shall immediately deliver to SCE all complete and incomplete Documentation, and all Material. If, at the time of termination or cancellation further sums are due Implementer, Implementer shall not be entitled to the sums until all Documentation and all Material required to be delivered to SCE are delivered.

23.5 Cessation of Work: Upon receipt of notice of termination or cancellation for any reason, Implementer shall promptly cease all Work except for additional Work that SCE may, in its discretion, request Implementer to perform. Additional Work shall be performed in compliance with the terms of the Contract.

#### 24. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Contract, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

Implementer:

Inyo County Planning Department

ATTN: Joshua Hart

PO Drawer L

Independence, CA 93526

SCE:

Southern California Edison

Michael DeSousa

1515 Walnut Grove Ave

Rosemead, CA 91770

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or

otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

## 25. INDEPENDENT CONTRACTOR

Implementer is and will perform the work as an independent contractor for SCE. Nothing in this Contract shall be construed so as to render Implementer an employee, agent, representative, joint venturer or partner of SCE for purposes of carrying out this Contract. Implementer shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, SCE without first receiving express written authorization from SCE. SCE and Implementer shall each maintain sole and exclusive control over its respective personnel and operations.

## 26. BENEFIT TO SCE CUSTOMERS

Ratepayer funded programs must directly benefit customers in the service territory from which the funds are collected. The energy efficiency program implemented pursuant to this Purchase Order is funded in whole or in part by funds collected from SCE's customers for public purpose programs, and therefore must directly benefit SCE's customers. Procurement Energy Efficiency Funds are defined as those certain funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purpose programs, including energy efficiency programs approved by the CPUC.

## 27. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

The "Southern California Edison ENVIRONMENTAL, HEALTH & SAFETY HANDBOOK FOR CONTRACTORS", dated January 10, 2010, is hereby incorporated by reference into this Contract. Implementer shall immediately notify the SCE Representative if Implementer is unable to meet ANY of the requirements set forth therein. SCE may cancel this Contract if Implementer fails to meet the requirements set forth in this Handbook. Such cancellation shall not be deemed a termination under the termination provisions of this Contract.

## 28. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and

the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Work obligations.

#### 29. NO WAIVER

None of the provisions of this Contract shall be considered waived by either Party unless such waiver is specifically stated in writing.

#### 30. ASSIGNMENT

No Party shall assign this Contract or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require Implementer's consent and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

#### 31. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Contract and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Contract.

#### 32. GOVERNING LAW; VENUE

This Contract shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Contract shall be filed in Los Angeles County, California.

### 33. SECTION HEADINGS

Section headings appearing in this Contract are for convenience only and shall not be construed as interpretations of text.

### 34. SURVIVAL

Notwithstanding completion or termination of this Contract, the Parties shall continue to be bound by the provisions of this Contract which by their nature survive such completion or termination.

### 35. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Contract or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

### 36. PRIOR WORK.

In the event that Implementer performs any Work authorized by SCE but prior to the execution of this Contract, then such prior Work shall be considered performed subject to the provisions of this Contract.

### 37. ENTIRE AGREEMENT

This Contract (including all of the Exhibits and attachments hereto which are incorporated into this Contract by reference) contains the entire agreement and understanding between the Parties with respect to the Program and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Contract.

### 38. COUNTERPARTS.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]:

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives.

IMPLEMENTER:

County of Inyo

Board of Supervisors

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By: Linda Arcularius

Title: Chairperson

SCE:

**SOUTHERN CALIFORNIA EDISON COMPANY**

---

By: Erwin Furukawa

Title: Senior Vice President,

Customer Service

**EXHIBIT A**

**STATEMENT OF WORK (with Appendices A-E)**

## EXHIBIT A: STATEMENT OF WORK

**Program Name:** Inyo County Strategic Plan Strategies Phase 3

**Implementer:** County of Inyo

**Program Budget:** \$57,452.00

### Section 1 – Description

Pursuant to Decision (D).09-09-047, the California Public Utilities Commission (CPUC or Commission) authorized Southern California Edison Company (SCE) to conduct strategic plan activities (the Strategic Plan Program) centered on Energy Efficiency (sometimes referred to as EE) and addressing the "Big, Bold" strategies and related local government goals found in the CPUC's California's Long-Term Energy Efficiency Strategic Plan (CEESP).<sup>1</sup> Based on this authorization, SCE conducted a solicitation seeking activities to fund that would lead to long-term, sustainable changes as opposed to supporting staffing resources or short-term initiatives that would cease to exist once the funding had ended.

#### A. Defined Terms

Capitalized terms not otherwise defined in the text of this Statement of Work (SOW) are defined in Appendix B, "Defined Terms," attached hereto and incorporated by reference. Capitalized terms not otherwise defined in the text of this SOW or in Appendix B hereto shall have the meaning ascribed to them in the Contract.

#### B. Background

SCE initiated both Phases 1 and 2 of the local government EE strategic plan support solicitation during 2010, and these two phases are currently being implemented. Funding for Phase 3 solicitation for 2013-2014 was approved in CPUC D.12-11-015, issued on November 15, 2012.

The ultimate goal for each participating city or county government, or a regional government, representing one or more local jurisdictions that are currently participating in SCE's Local Government or Institutional Partnerships (Implementer) in relationship to CEESP support, is to embed and institutionalize EE in its policies, programs, and processes and to establish a culture of EE within the Implementer's jurisdiction.

#### C. Objective

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<sup>1</sup> Visit [www.californiaenergyefficiency.com](http://www.californiaenergyefficiency.com) for a copy of the CEESP.

Through the Program, the Implementer will deliver items listed in Table 4 of Appendix C (Strategic Plan “Support Menu”) of this SOW, to develop and implement local government strategic plan support strategies during the years 2013-2014 timeframe.

## **Section 2 - General Requirements**

### **A. Notice to Proceed (NTP)**

Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives a Contract, including “this SOW” from Contract Program Manager (CPM);
2. Implementer provides to the CPM a signed Contract; and
3. CPM provides to Implementer written notice to proceed with the Work (NTP).

### **B. License**

Within 10 Business Days of the CPM issuing the NTP, the Implementer and each of its sub-contractors will submit copies of any and all licenses and/or registrations required for the performance of the proposed Work to the CPM.

### **C. Goals**

Implementer must achieve delivery of project milestones and dates as outlined and agreed to by the CPM. The CPM will review the number of projects, tasks, and deliverables completed to assess Work progress.

### **D. Coordination with the CPM**

Implementer must achieve delivery of Work milestones and dates. The CPM will review the SOW requirements, including tasks and deliverables completed, to assess Work progress.

## **Section 3 – Scope of Work**

The Work will consist of the following tasks supporting the CEESP goals specifically set forth by SCE and accepted by Implementer:

### **Task 1: Program Ramp-Up**

#### **A. Attend Program Kick-off Meeting**

Implementer's representative(s) will attend a Program kick-off meeting with the CPM to discuss Program logistics, evaluation, monitoring and verification coordination, invoicing requirements, SOW, and any remaining Contract issues at a time and location designated by SCE.

To avoid duplication and unnecessary expenditures, the CPM will provide information and guidance regarding currently available resources (e.g., available training programs, templates, etc.) that will be used by the Implementer in assessing pre-existing resources. This will enable the Implementer to focus efforts on the areas in each task where gaps exist.

**B. Program Data, Invoicing, and Reporting Tool Training**

The Implementer will attend the kick-off meeting to be trained on the use of SCE's invoicing and reporting tool (IR Tool). Thereafter, the Implementer will use the IR Tool to provide the CPM with invoices and Monthly Reports.

**Deliverables:**

Task 1 – Deliverable(s)	Due Date(s)
1. Attend a Program Kick-off meeting that includes IR Tool training.	Determined by SCE after the issuance of the NTP.
2. Delivery of updated IR Tool to CPM for review and approval.	IR Tool training plus five (5) Business Days.

**Task 2: Develop Policy for a Revolving EE Loan Fund for County Facilities (SP Task 3.2.3)**

**A. Task Goals and Objectives**

Implementer will provide all materials developed under this task to CPM for review and comment:

1. **Report on Status of Implementer or Subcontractor to Support the Task:** Implementer will submit Monthly reports on the status of hiring expertise to provide to complete the activities in this task.
2. **Assessment and Planning Report for Energy Efficiency Revolving Loan Fund (EERLF):** Implementer will perform an assessment of similar funds and programs that exist in other jurisdictions. From this assessment, Implementer will prepare a plan for developing the revolving fund program for municipal facilities. The plan shall include, at a minimum, a step-by-step, process for developing the program, as well as:
  - a. A review and assessment of similar funds and efforts of peer Local governments;

- b. A review and assessment of potential seed money to set up a EERLF;
- c. Goals and policies of the EERLF;
- d. Forms and document flow procedures that provide for application intake, audit and energy-efficiency measure determination, savings analysis and measure ranking, financial return potential, and measurement and evaluation plan; and
- e. Required external resources necessary to establish an EERLF and an assessment of necessary internal resources to administer the EERLF.

The Assessment and Planning Report will include a discussion of sustainability for the Program after SCE funds are expended.

3. **Program Plan for EE Revolving Loan Fund (Draft and Final):** Based on the Assessment and Planning Report, Implementer will develop the program plan, including policies and procedures needed to establish and implement an energy-efficiency project revolving loan fund. The EERLF P&P will establish criteria for, at a minimum:
  - a. Establishing an EERLF from seed money and an evaluation of the necessary County resources needed to implement and maintain the EERLF;
  - b. Criteria for determining candidacy of Implementer's facilities and energy-efficiency measures to ensure long-term persistence of savings and high probability of achieving significant levels of efficiency;
  - c. Criteria maintaining the fund based on cost savings achieved from the installation of energy-efficiency projects in the Implementer's facilities;
  - d. Definition of ongoing roles and responsibilities for City/County staff and others to ensure the revolving fund is properly administered and sustained;
  - e. Processes needed for making and tracking transfer payments to fund energy efficiency projects;
  - f. Procedures for allocating funds to eligible projects;
  - g. Required forms and supporting documentation that provide the basis for a project's energy and cost savings;
  - h. Detailed step-by-step process flow diagrams that provide specific milestones for project funding;
  
4. **Submit Draft EE Revolving Loan Fund Policy to County's Financial Advisory Committee and the Board of Supervisors for Review and Comment:** Implementer will submit the EERLF Policy for review and comment

5. **Submit Final EE Revolving Loan Fund Policy to County's Board of Supervisors for Adoption:** Implementer will submit the EERLF Policy to the County's Board of Supervisors for adoption. If the policy is adopted, Implementer will submit the date the policy becomes effective. If the policy is rejected, Implementer will submit a report to the CPM that outlines the reasons for rejection, and provides alternate plans to be pursued.

**B. Task Performance Indicators**

The Implementer will, at a minimum, track the following information:

1. Estimated amount needed to fund an EERLF;
2. Potential annual return on EERLF;
3. Number of potential energy efficiency Measures and projects that could be funded through the EERLF program; and
4. Energy savings attributable to energy efficiency Measures and projects potentially funded through the EERLF program.

The Implementer will quantitatively assess the value and benefits of the Program through determining the potential for return on investment (ROI) of expenditures, if the EERLF can be established. The EERLF will be designed so that the ROIs can be tracked project-by-project to further inform future energy efficiency investment by targeting high return technology and project types.

**Deliverables:**

Task 2 - Deliverable(s)	Due Date(s)
1. Report on status of Implementer or Subcontractor to help support the Task	NTP plus 1 Month
2. EE Revolving Loan Fund Policy Assessment and Planning Report	NTP plus 6 Months
3. Present Assessment and Planning Report for EE Revolving Loan Fund to Board of Supervisors for Comment	NTP plus 7 Months
4. Draft Program Plan for EE Revolving Loan Fund	NTP plus 12 Months
5. Present Draft Program Plan for EE Revolving Loan Fund to the Financial Advisory Committee and Board of Supervisors for Comment	NTP plus 13 Months

6. Submit Program Plan for EE Revolving Loan Fund to the Board of Supervisors for to Board of Supervisors for Adoption: Provide documentation of adoption or a report stating why the EE EERLF was not adopted and related alternate plans.	NTP plus 14 Months
7. Monthly reports of tracked Performance Indicators	Monthly with Invoicing Requirements

### Task 3: Invoicing and Reporting

#### A. Invoicing

The Implementer will submit to the CPM an invoice which includes supporting documentation in accordance with the requirements delineated Appendix A, "Invoicing Requirements" and Section 10 of the Contract.

SCE may amend the invoicing requirements from time to time, at which time SCE will notify Implementer of the changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflect any changes in future invoice documentation.

#### B. Reporting

The Implementer will submit to the CPM all required reports initially as a draft for review and approval by the CPM. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix D, "Regulatory Reporting Requirements", Section 9 of the Contract.

SCE may amend the reporting requirements from time to time, at which time SCE will notify Implementer of the changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflected in future invoice documentation.

#### Deliverables:

Task 3 Deliverable(s)	Due Date(s)
1. Prepare and submit invoices and supporting documentation to SCE	15th Calendar Day of the Month per Appendix A, "Invoicing Requirements"
2. Submit final invoice to SCE	April 15, 2015
3. Prepare and submit Monthly Report to SCE	15th Calendar Day of the Month per

	Appendix D, "Regulatory Reporting Requirements"
4. Submit Commission reports	Semi-annually and annually

#### Task 4 - Ramp-Down and Shut-Down Program

- A. Program Shut-Down:** All Program operations will be completely shut down after the last day of the effective period of the Contract, and no later than December 31, 2014, with the exception of preparation and submittal of the Final Report, as defined in Task 6.

**Deliverables:**

Task 4 Deliverable(s)	Due Date(s)
1. Complete all services	No later than December 31, 2014.

#### Task 5 - Submit Final Program Report

After Program completion, the Implementer will submit a final report that reviews the Program's progress and accomplishment (the "Final Report"). The Final Report will include the information referenced in Appendix E, "Final Program Report Template".

**Deliverables:**

Task 5 Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	No later than February 15, 2015
2. Submit revised Final Report for SCE review and approval	The earlier of March 31, 2015 or within 2 weeks of receipt of SCE comments

#### Section 4 – Payment

##### A. Payment Terms

The Program will utilize a 100% time and material based payment (T&M Payment) structure based on the fully burdened billing rates contained in Section 4, Table 1. All payments will be subject to Appendix A, "Invoicing Requirements", and Section 10 of the Contract.

**Table 1: Fully Burdened Hourly Rates by Title<sup>2</sup>**

Position	Responsibility	Hourly Rate (U.S. Dollars)	Estimated % of Time
CAO	Review materials & provide ideas	\$100.00	5.9%
Auditor	Review and approve contracts & help develop EERLF program elements	\$58.00	6.5%
County Counsel	Review and approve contracts	\$100.00	0.3%
Facilities Maintenance Supervisor	Review materials & provide ideas for project criteria and programming	\$55.16	0.6%
Planning Director	Project oversight, review materials, attending meetings, & help develop EERLF program	66.23	13.0%
Senior Planner	Project oversight, review materials, review and manage contracts & help develop EERLF program	\$49.06	9.7%
Associate Planner	Manage project, develop materials, schedule meetings, & help develop EERLF program	\$44.63	52.5%
Planning Coordinator	Manage contract payments, review materials & attend meetings	\$ 36.94	14.4%
Public Works Director	Review materials & provide ideas for project criteria and programming	\$75.00	4.1%
Engineering Assistant	Review materials & provide ideas for project criteria and programming	\$67.46	1.3%
Account Tech	Provide data, review accounts, & provide ideas for project criteria and programming	\$46.76	1.0%
<b>Consultants</b>			
Principal	Project oversight, EERLF seed money research, review materials, & attending	\$150.00	N/A

<sup>2</sup> Fully burdened rates are defined as “Labor Related Cost Under Time and Materials Basis” in Section 4 of the General Terms and Conditions.

	meetings		
<b>Total</b>			<b>100%</b>

### B. Implementer's Budget Breakdown

The Work budget is divided into three cost categories described as:

- **Administrative Costs:** Typically, program overhead costs, such as staff labor/benefits, employee expenses, and miscellaneous general expenses that are not marketing and outreach (Marketing and Outreach), direct implementation, or incentive/rebate costs. These costs will usually be for labor incurred in preparing invoices and reporting (monthly, semi-annual and ad hoc).
- **Marketing and Outreach Costs:** Typically, marketing costs such as collateral material, outreach costs such as promotional events, and staff labor associated with incurring marketing costs and activities.
- **Direct Implementation Costs:** Costs related to activities directly tied to, and associated with, the development and the implementation of the proposed Work, including subcontractor costs.
- **Total Two-Year Budget:** Sum of the components listed above.

**Table 2: Implementer's Budget (Task 2)**

<b>Task 2 Budget Breakdown</b>		
<b>Allowable Cost</b>	<b>Percentage</b>	<b>Budget</b>
(1) Administration	7.0%	\$4,023
(2) Marketing and Outreach	0.4%	\$242
(3) Direct Program Implementation	92.6%	\$53,187
<b>Total Implementer Budget: (1)+(2)+(3)</b>	<b>100%</b>	<b>\$57,452</b>

### C. Program Budget Limit

In no event will the Implementer exceed the total amount budgeted by SCE for the Contract related to this SOW \$57,452.00.

### D. Performance Indicators

SCE will, at a minimum, monitor the Work based on the following Program Performance Indicators:

- Progress made against the goals, deliverables, and due dates above; and
- Actual performance versus predicted performance as outlined herein.

## Appendix A: Invoicing Requirements

### A. Invoicing Instructions

#### 1. Advance Copy to CPM

An advance electronic copy of Implementer's invoice (Advance Copy) must be submitted to the CPM by the 15<sup>th</sup> Calendar Day of each month, and include the following attachments:

- Invoice Summary Page section of this Appendix A (see Item B.1 below); and
- All information outlined in the Time and Materials Invoicing Requirement section of this Appendix A (see Item B.2 below).

#### 2. Final Invoice to Accounts Payable

Upon CPM approval of the Advance Copy, the Implementer will submit a hard copy invoice (Final Invoice) to Accounts Payable within two (2) Business Days thereafter. The hard copy invoice must include the following attachments:

- Invoice Summary Page (see Item B.1 below);
- All information outlined in the Time and Materials Invoice Requirement section of this Appendix A (see Item B.2 below); and
- Any additional substantiating documentation, as requested at the sole discretion of the CPM or procurement agent.

**Mail an original and one copy of the Final Invoice to the following address:**

Southern California Edison Company  
Accounts Payable Division  
P.O. Box 700  
Rosemead, CA 91770

**Send an electronic copy of the Final Invoice to the CPM.**

If rates, rate format or rate components are different from that stated in the Contract, payment may be delayed due to necessary validation of the invoice.

Failure to comply with invoice instructions or any other terms and conditions of the Contract may result in adjustment or rejection of the invoice.

### B. Invoicing Requirements

1. **Invoice Summary Page:** All invoices must contain an invoice summary page with, at a minimum, the following information:

- SCE's Contract number;
- Task description;
- Total amount authorized;
- Current monthly amount invoiced (including the task(s));
- Cumulative amount invoiced to date (including the task(s)); and
- Statement of deliverables for the period.

## **2. Time and Materials Invoicing Requirements**

In addition to the invoice instructions contained herein, the Implementer will also refer to Section 4.1 of SCE's General Terms and Conditions for additional invoicing instructions.

Each invoice will provide sufficient detail to identify the following elements:

- Personnel work dates;
- Personnel work hours by name and classification;
- Personnel work rates: fixed hourly billing rates;
- Description of work performed - by person, by day, broken down no less than by the hour by task in sufficient detail to identify work performed;
- Itemized receipts for material and subcontract costs;
- Itemized receipts for "Out-of-Pocket" expenses authorized by the Contract; and
- Itemized receipts for authorized travel costs or detail of trips for which authorized mileage is charged.

## APPENDIX B: DEFINED TERMS

1. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
3. **California Public Utilities Commission ("CPUC" or "Commission"):** Public agency that regulates privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
4. **Contract(s):** Agreement entered into between SCE and the Implementer which authorizes the Work, sets forth the terms and conditions mutually agreed upon between SCE and the Implementer for the Work, a Statement of Work, , all of which form the contract between SCE and the Implementer to perform the Work described herein.
5. **Contract Program Manager (CPM):** The SCE Representative who will manage the Program.
6. **Customer:** For purposes of this SOW, Customer shall mean any customer of SCE that is within the Implementer's jurisdiction.
7. **Demand Response or DR:** Sometimes referred to as load curtailment or reduction. Mechanisms (such as interruptible rates, bill credits) are used to encourage consumers to use energy at different (lower cost) times of day or to interrupt energy use for certain equipment temporarily, usually in direct response to an event or price signal.
8. **Energy Efficiency or EE:** An action, appliance or device that reduces the total electric consumption of a Customer, while maintaining a level of service that is the same or better than before.
9. **Local Government or Institutional Partnership Programs:** A program that coordinates efforts of a utility and a local government or other entity to use the strengths of both parties to achieve energy savings goals.
10. **Marketing and Outreach:** Communications activities designed to identify, reach, and motivate potential Customers to take actions to either learn more about or invest in EE opportunities.
11. **Measures**
  - Specific Customer actions which reduce or otherwise modify energy end-use patterns.
  - A service or a product whose installation and operation at a Customer's premises results in a reduction in the Customer's on-site energy use, compared to what would have happened

without the service or product installation.

12. **Month or Monthly:** A term ending on the last Calendar Day of each month.
13. **Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business
14. **SCE Invoice and Reporting Tool (IR Tool):** SCE's invoicing and reporting tool that uses either a Web-based interface or a database format as determined by the CPM to collect program information. See Appendix A, "Invoicing Requirements," and Appendix D, "Regulatory Reporting Requirements" for more information.
15. **Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Contract.
16. **Work:** Any and all obligations of Implementer to be performed for SCE and Customers pursuant to and during the term of the Contract resulting from this SOW, any revision to such Contract, or a subsequent amendment or Change Order. The Work will include, without limitation the Work described in Section 3 of this SOW.

## Appendix C: Strategic Plan Support Menu

**Table 3: Strategic Plan “Support Menu”**

<b>Strategic Plan Goal 1:</b>		
Local governments lead adoption and implementation of “reach” codes stronger than Title 24 on both mandatory and voluntary bases.		
<b>STRATEGY</b>	<b>1.1</b>	Adopt codes, ordinances, standards, guidelines or programs that encourage or require building performance exceeding state requirements. The focus should be on using existing models, or if there is something new and unique, that it be replicable.
<b>TASKS</b>		
	1.1.1	Adopt building energy codes more stringent than Title 24’s requirements, using cost-effectiveness studies by Climate Zone done by the utilities; adopt one or two additional tiers of increasing stringency.
	1.1.2	Adopt a Green Building policy for municipal development, commercial development and/or residential development.
	1.1.3	Develop/adopt point of sale programs such as a Residential or Commercial Energy Conservation Ordinance. Focus on whole building performance.
	1.1.4	Change local codes to allow and encourage integration of EE, demand response, and on-site generation.
	1.1.5	Develop and adopt programs to encourage energy efficiency such as one-stop permitting, on-line permitting, separate Zero Net Energy (ZNE) permit processes, density bonuses, or a recognition program.
	1.1.6	Develop educational programs for local elected officials, building officials, commissioners, and stakeholders to improve adoption of EE codes, ordinances, standards, guidelines and programs.
<b>STRATEGY</b>		
	<b>1.2</b>	Implement codes, ordinances, standards, guidelines or programs that encourage building performance exceeding state standards.
<b>TASKS</b>	<b>1.2.1</b>	Implement any of the Tasks under Strategy 1.1 above, through a process involving internal and external stakeholders, etc.
<b>Strategic Plan Goal 2:</b>		
Strong support from local governments for energy code compliance enforcement.		
<b>STRATEGY</b>	<b>2.1</b>	Improve processes resulting in increased code compliance through education, training, and enforcement practices.
<b>TASKS</b>		
	2.1.1	Local government staff and contract staff attend code compliance workshops offered by the California Energy Commission (“CEC”), utility codes & standards staff, or other local governments with strong compliance records.

	2.12	Redesign enforcement, compliance, plan review processes; introduce new forms and templates.
<b>Strategic Plan Goal 3:</b> Local governments lead by example with their own facilities and energy usage practices.		
<b>STRATEGY</b>	3.1	Develop a program to track municipal energy usage, such as through energy management software and benchmarking of municipal facilities.
<b>TASKS</b>	3.1.1	Develop energy benchmarking policies and procedures to enable ongoing benchmarking of all local government facilities.
	3.1.2	Set up a 'utility manager' computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills.
<b>STRATEGY</b>	3.2	Adopt a Climate Action Plan (CAP), Energy Action Plan (EAP) for municipal operations. The plan could include setting energy efficiency standards for new and existing facilities, developing a revolving loan fund for EE projects, and so on.
<b>TASKS</b>	3.2.1	Develop/adopt an energy chapter for City/County climate or energy action plan.
	3.2.2	Adopt a policy to require Leadership in Energy and Environmental Design (LEED), Energy Star Ratings, or other program standard for municipal facilities.
	3.2.3	Develop policy for a revolving EE fund for City/County facilities.
	3.2.4	Develop commissioning/retro-commissioning policies for municipal facilities.
<b>Strategic Plan Goal 4:</b> Local governments lead their communities with innovative programs for EE, sustainability and climate change.		
<b>STRATEGY</b>	4.1	Adopt a CAP, EAP, or adopt EE language into another policy document, such as a General Plan, to reduce community greenhouse gas emissions with a focus on EE.
<b>TASKS</b>	4.1.1	Develop a regional template for CAP or EAP.
	4.1.2	Customize CAP with EE language and data.
	4.1.3	Update General Plan/Conservation Element with Climate policies. Provide EE framework and data for other people doing planning.
	4.1.4	Conduct the EE savings analysis for an annual Greenhouse Gas inventory for the City/ County.
<b>Strategic Plan Goal 5:</b> Local government EE expertise becomes widespread and typical.		

Local governments participating in activities under Goals 1 – 4 will be increasing their expertise.

The activities under Goal 5 are more directly related to the programs operated by the statewide local government associations (ICLEI, ILG and LGC), by regional local government agencies such as the Association of Bay Area Governments and Great Valley Center, and by the Statewide Local Government EE Best Practices Coordinator.

## Appendix D: Regulatory Reporting Requirements

In addition to any reporting requirements outlined in Section 9 of the Contract, the Implementer will follow the following reporting requirements when submitting documents to SCE:

A. **Monthly Report:** The Monthly Report due on the 15<sup>th</sup> Calendar Day of each Month for work completed the preceding Month using the IR Tool. The Monthly Report will include a discussion on the following Program activities occurring during that Month:

1. Administrative activities;
2. Marketing activities;
3. Direct Implementation activities;
4. Implementer's assessment of Program performance and Program status. For example, is the Program on target, exceeding expectations, or falling short of expectations, etc.;
5. Discussion of changes in Program emphasis. For example, new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.;
6. Discussion of near term plans for Program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase Program participation);
7. Changes to staffing and staff responsibilities, if any;
8. Changes to contacts, if any;
9. Changes to Subcontractor and Subcontractor responsibilities, if any;
10. Number of Customer complaints received; and
11. Program Theory and Logic Model, if not already provided in the PIP, or if Implementer makes any revisions.

B. **Commission Reporting Requirements:** The Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments, and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the Commission including Quarterly, Semi-annual and Annual Reports.

The Commission may amend reporting requirements from time to time. SCE will notify Implementer of any reporting changes and issue a Change Order. Implementer will implement these modifications in a timely manner and reflected in future invoice documentation.

Requirements for these reports may change per the direction of the Commission or the Commission's Energy Division. The current reporting requirements are as follows:

1. **Semi-annual Report:** Implementer will provide SCE with the requisite information to be compiled for the portfolio reporting in Program Semi-annual Reports using the Semi-annual Report template set forth in Section 1.a herein. Semi-annual reports are due March 1<sup>st</sup> and

September 1<sup>st</sup> of each year.

a. Semi-annual Report Template

i. Local Government Partnership Strategic Plan Program

2. Implementer will provide additional data or information as required by the Commission.

**C. Allowable Costs**

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the Commission.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<b>Administrative Cost Category</b>	<b>Managerial and Clerical Labor</b>
	Implementer Labor - Clerical *Implementer Labor - Program Design *Implementer Labor - Program Development *Implementer Labor - Program Planning *Implementer Labor - Program/Project Management Implementer Labor - Staff Management
<p><u>Note: *These allowable costs are to be allocated towards the direct implementation category.</u></p>	Implementer Labor - Staff Supervision
	<b>Human Resource Support and Development</b>
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor
Implementer Payroll Tax - Direct Implementation Labor	

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the Commission.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<p>Note: <b>**Travel and Conference Fees</b> associated with Implementer Labor (e.g., Program Design, Program Development, Program Planning, and Program/Project Management) are to be allocated towards the direct implementation category.</p>	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
	Implementer Pension - Marketing/Advertising/Outreach Labor
	<b>**Travel and Conference Fees</b>
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel - Airfare
	Implementer - Travel - Lodging
	Implementer - Travel - Meals
	Implementer - Travel - Mileage
	Implementer - Travel - Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	<b>Overhead (General and Administrative) - Labor and Materials</b>
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the Commission.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
	Implementer Labor - Accounts Payable
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	Implementer Labor - Procurement
	Implementer Labor - Shop Services
	Implementer Labor - Administrative
	Implementer Labor - Transportation Services
	Implementer Labor - Automated Systems
	Implementer Labor - Communications
	Implementer Labor - Information Technology
	Implementer Labor - Telecommunications
<b>Marketing/Advertising/Outreach Cost Category</b>	
	Implementer - Bill Inserts
	Implementer - Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor - Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
Implementer Labor - Customer Relations	

<b>Allowable Costs Table</b>	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity (i.e., SCE, in this case) does not have a cost listed on the cost reporting sheet, then no cost may be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the Commission.</p>	
	<b>3/30/2006</b>
<b>Cost Categories</b>	<b>Allowable Costs</b>
<b>Direct Implementation Cost Category</b>	
	<b>Financial Incentives to Customers Activity - Direct Labor</b>
	Implementer Labor - Facilities Audits
	Implementer Labor - Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics
	<b>Installation and Service - Labor</b>
	Implementer Labor - Customer Equipment Repair and Servicing
	<b>Direct Implementation Hardware and Materials</b>
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer - Audit Applications and Forms
	<b>Rebate Processing and Inspection - Labor and Materials</b>
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

D. Ad Hoc Reporting: Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or

necessary (the "Ad Hoc Reports"). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

## Appendix E: Final Program Report Template



Local Govt\_Final  
Report Template\_v1C



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Salas O'Brien  
FOR THE PROVISION OF Energy Efficiency Consulting Services SERVICES**

**TERM:**

**FROM:** January 28th, 2014

**TO:** December 31st, 2014

**SCHEDULE OF FEES:**

Inyo County will pay Salas O'Brien on a fixed fee basis through a grant from Southern California Edison, to complete the tasks as identified in the Statement of Work and not to exceed \$26,430. The County will pay Salas O'Brien Consultants as the tasks specified in the Scope of Work (SOW) are completed to the satisfaction of Inyo County.

Invoices to be submitted monthly, based on percent complete per task. The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by Salas O'Brien, as identified in the SOW, is completed to the satisfaction of Inyo County. Costs incurred for materials necessary to complete the tasks as stated in the Scope of Work will be paid out of the \$26,430 total cost of the contracted work.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Salas O'Brien  
**FOR THE PROVISION OF** Energy Efficiency Consulting Services **SERVICES**

**TERM:**

**FROM:** January 28th, 2014

**TO:** December 31st, 2014

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Salas O'Brien will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$26,430 total cost of the contracted work and only tasks included in the Scope of Work will be reimbursed.

Contractor shall receive per diem at the following rates: If staying in Inyo County, the standard rate is \$46.00 per day for per diem (meals and incidentals). Hotel costs are reimbursed at actual cost, not to exceed \$150.00 per night. Travel will be reimbursed at the standard IRS rate. All reimbursable expense require dated receipt.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Salas O'Brien  
**FOR THE PROVISION OF** Energy Efficiency Consulting Services **SERVICES**

**TERM:**

**FROM:** January 28th, 2014 **TO:** December 31st, 2014

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

**Other Insurance Provisions**

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

***Additional Insured Status***

1. **The County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 38 04 13).

***Other Insurance Provisions***

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

***Primary Coverage***

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

### **Notice of Cancellation**

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

### **Waiver of Subrogation**

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

### **Deductibles and Self-Insured Retentions**

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

### **Acceptability of Insurers**

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

### **Claims Made Policies**

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

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

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Special Risks or Circumstances**

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO  
AND Salas O'Brien  
FOR THE PROVISION OF Energy Efficiency Consulting Services SERVICES

TERM:

FROM: January 28th, 2014

TO: December 31st, 2014

FEDERAL FUNDS ADDENDUM

1. Section 11, Part B, *Inspections and Audits*, of the contract is amended to read;  

“Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested.”
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled “**County Property**” Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND Salas O'Brien  
FOR THE PROVISION OF Energy Efficiency Consulting Services SERVICES

TERM:

FROM: January 28th, 2014

TO: December 31st, 2014

FEDERAL FUNDS ADDENDUM

6. **Contractor's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The contractor shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications.
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.  
  
Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.  
  
Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.
9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  17
---

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Review and Establishment of Base Salary for the Office of Treasurer/  
Tax Collector Effective January 6, 2015

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the base salary for the office of Treasurer/Tax Collector and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

**SUMMARY DISCUSSION:**

On February 4, 2014, your Board adopted the Elected Officials Salary Adjustment Policy (Attachment A). In keeping with the provisions of the new policy, your Board is being asked to review the base salaries associated with each of the County's elected offices, excluding the Board of Supervisors. Any adjustments your Board may direct to the base salaries for elected officials will be made via ordinance, and become effective at the beginning of the next term of office, January 6, 2014.

The base salary for the office of Treasurer/Tax Collector is currently \$7,807.00. This excludes any longevity pay or other compensation the incumbent may also receive. A survey of department head salaries for 15 counties similar in size to Inyo County is attached for your Board's consideration (Attachment B). A chart showing the relative salaries for Inyo County department heads, as well as the size of the staff and size of the budgets the respective department heads are responsible for, is provided as Attachment C. In contemplating adjustments to the base salary for an elected office, your Board is encouraged to consider any input that may be provided by the incumbent official, members of the public and staff during today's meeting. When provided, written information provided by the elected official is included with this staff report.

**ALTERNATIVES:**

Your Board could choose to take no action to adjust the base salary for any or all elected offices.

**NEXT STEPS:**

Staff will prepare an ordinance amendment to implement any changes to the base salaries for elected offices, excluding the Board of Supervisors, that your Board may direct effective January 6, 2015.

**OTHER AGENCY INVOLVEMENT:**

Elected officials are encouraged to provide input to your Board relative to adjusting the base salary for their elected office.

**FINANCING:**

Any changes resulting from changes to the salaries of elected officials will need to be funded through the budget process.

**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: <input checked="" type="checkbox"/> Date <u>2/13/14</u>

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



Date: 02-13-2014

***ADMINISTRATIVE MANUAL***

**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY**

***I. PURPOSE***

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

***II. ESTABLISHMENT & REVIEW OF BASE SALARY***

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.

Elected and Appointed Officials Salary Survey 15 Like Counties

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Inyo	Plumas	Mariposa	Trinity	Siskiyou	Del Norte	Mono	Calaveras	Tuolumne	Amador	Lake	Mendocino	Lassen	Glenn	Tehama	Humboldt
Coroner	\$2,040	Sheriff	\$2,064.00	\$2,943.00	\$3,976.00	\$4,109.00	\$4,576	\$3,101.00	\$5,200.00	\$4,807.00	\$5,100.00	\$2,772.00	\$2,650.00	\$1,045.00	\$6,798.00
BoS	\$4,231.00	\$3,725.00	\$2,064.00	\$2,943.00	\$3,976.00	\$4,109.00	\$4,576	\$3,101.00	\$5,200.00	\$4,807.00	\$5,100.00	\$2,772.00	\$2,650.00	\$1,045.00	\$6,798.00
Public Admin	\$5,271.00	DA	HHS	HHS	HHS	HHS	Coroner	HHS	HHS	HHS	HHS	\$5,315	\$4,919	\$6,268	\$8,715
Clerk	\$7,307.00	\$6,232.00	Ass/7-T	\$6,610.00	\$8,765.00	\$8,682.00	\$8,204.00	Ass/Auditor	\$7,715.00	Ass/Auditor	\$7,159.00	\$8,941.00	Assessor	\$7,362.00	\$9,260.00
Treasurer	\$7,807.00	\$6,232.00	\$6,927.00	\$6,771.00	\$8,692.00	\$8,081.00	\$8,204.00	\$8,081.00	\$8,074.00	\$7,159.00	\$8,230.00	\$8,941.00	Aud/Dir, Finan	\$7,729.00	\$9,260.00
Ag. Comm.	\$8,364.00	\$7,300.00	\$6,927.00	\$6,956.00	\$8,069.00	w/Inyo	\$7,122.00	\$8,618.00	\$8,101.00	\$7,517.00	\$8,095.00	\$7,050.00	\$8,386.00	\$7,895.00	\$8,544.00
Auditor	\$8,587.00	\$6,434.00	\$7,323.00	\$7,287.00	\$8,860.00	\$11,613.00	\$8,204.00	\$9,213.00	\$8,456.00	\$7,517.00	\$9,528.00	\$8,941.00	\$8,386.00	\$8,318.00	\$9,260.00
Assessor	\$8,587.00	\$6,232.00	\$6,927.00	\$7,465.00	\$8,942.00	\$9,564.00	\$8,204.00	\$8,824.00	\$8,258.00	\$7,334.00	\$8,642.00	\$8,941.00	\$7,861.00	\$8,116.00	\$9,260.00
CSS	\$8,896.00	\$5,976.00	\$6,333.00	\$7,482.00	CPO	w/Inyo	JPA	JPA	JPA	JPA	\$7,893.00	\$8,941.00	\$8,018.00	\$7,524.00	\$10,022.00
E. Health	\$8,956.00	\$6,564.00	\$7,010.00	\$7,010.00	\$7,813.00	\$9,563.00	\$9,563.00	\$7,237.00	\$6,708.00	\$6,274.00	\$6,526.00	\$7,050.00	\$6,186.00	\$6,774.00	\$7,693.00
Planning	\$9,200.00	\$7,500.00	\$9,500.00	\$7,364.00	\$10,591.00	\$9,032.00	\$9,105.00	\$10,109.00	\$8,942.00	\$8,289.00	\$8,629.00	\$7,050.00	\$9,360.00	\$8,510.00	\$9,024.00
GPO	\$9,592.00	\$7,352.00	\$11,012.00	\$9,095.00	\$8,368.00	\$9,206.00	\$9,025.00	\$9,058.00	\$9,311.00	\$7,701.00	\$8,587.00	\$8,525.00	\$7,668.00	\$8,336.00	\$10,092.00
HHS	\$10,478.00	\$8,904.00	\$8,213.00	\$9,549.00	\$10,768.00	\$9,158.00	\$10,065.00	\$10,109.00	\$9,545.00	\$8,288.00	\$10,436.00	\$9,896.00	\$8,473.00	\$9,844.00	\$13,889.00
Sheriff	\$10,913.00	\$7,934.00	\$8,807.00	\$9,287.00	\$9,728.00	\$11,968.00	\$10,729.00	\$9,243.00	\$10,060.00	\$8,914.00	\$10,507.00	\$8,525.00	\$8,729.00	\$9,184.00	\$12,178.00
P.W.	\$11,051.00	\$9,041.00	\$10,299.00	Planning	\$8,876.00	\$6,729.00	\$9,375.00	w/Planning	w/Planning	\$9,137.00	\$9,838.00	\$9,836.00	Planning	\$10,384.00	\$10,053.00
DA	\$11,333.00	\$7,977.00	\$9,005.00	\$10,053.00	\$9,322.00	\$11,968.00	\$11,752.00	\$10,029.00	\$10,502.00	\$9,137.00	\$10,507.00	\$10,823.00	\$8,906.00	\$10,112.00	\$12,908.00
CC	\$12,240.00	\$6,834.00	\$11,346.00	Contract	\$10,790.00	\$11,559.00	\$13,201.00	\$10,732.00	\$10,418.00	\$10,319.00	\$11,941.00	\$9,433.00	\$9,838.00	\$9,870.00	\$12,702.00
CAO	\$13,465.00	\$11,143.00	\$9,896.00	\$7,806.00	\$14,667.00	\$14,193.00	\$14,009.00	\$11,281.00	\$11,014.00	\$10,319.00	\$12,500.00	\$13,000.00	\$12,438.00	\$11,875.00	\$14,083.00

Inyo Base Salaries only does not include longevity  
 California Constitutional Officers are Board of Supervisors, Sheriff, DA, and Assessor all other elected positions optional

	Bishop	Mammoth
Plumas	PG is in HHS	
Mariposa	Recorder to Assessor + Clerk to Treasurer	
Trinity	Assessor/Clerk/Elections one position	
Siskiyou	Assessor/Recorder + Clerk	
Mono	Director of Finance Appointed no Auditor or Treasurer - Clerk is appointed	
Tuolumne	Assessor/Recorder + Clerk/Auditor	
Lassen	PA/PG Appointed Dept. Head	
Glenn	Director of Finance Appointed no Auditor or Treasurer + PA/PG is Appointed Dept. Head	
Tehama	PA/PG Appointed Dept. Head	
Humboldt	coroner/PA/PG	
Assessor		
Auditor	\$ 12,565.00	
BoS		
Clerk	\$ 7,714.00	
DA		
Sheriff	\$ 9,263.00	\$ 12,565.00
Treasurer		
CSS		
Planning	\$ 9,263.00	\$ 12,565.00
CAO	\$ 11,250.00	\$ 16,275.00
CC		
E. Health		
HHS		
GPO		
P.W.	\$ 9,263.00	\$ 12,565.00
Ag. Comm.		
Total	\$ 39,039.00	\$ 74,249.00

Revised 02-04-14

Inyo County Water Director Unique to Inyo County salary is \$9,445.00  
 Child Support Services includes 5% for Regional Director duties  
 Assessor salary reflects new amount  
 Inyo County Premium pay incorporated into salaries 10-18-13  
 Lassen County lapped salaries so employee now pays PERS Employee portion of retirement E-13



COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER O  
INDEPENDENCE, CA 93526-0614  
(760) 878-0312 • (760) 878-0311 FAX  
Inyoftc@inyocounty.us



ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR

## The office of the Treasurer-Tax Collector

The Treasurer manages the County Treasury Pool, whose highest deposit level to date is \$126,000,000.00. My responsibilities include, but are not limited to, management of those funds for cash flow purposes, investing idle funds in accordance with the County Investment Policy, safeguarding all funds on deposit and earning a reasonable rate of return on those same funds. Annually, the Board of Supervisors must delegate their investment authority to the Treasurer or retain it. By delegating, they transfer the fiduciary responsibility for the day to day operations of the County's portion of the treasury to the Treasurer. The Treasurer is the banker for all treasury pool participants. As the banker, the Treasurer deals in hard currency. All money in and out of the treasury is paid through this office. **The total hard dollar amount of all transactions executed by this office for 2012-2013? \$506,982,428.00. We move a Half of a Billion dollars annually.**

The treasury desk is required to reconcile the complete treasury pool once daily in cooperation with the Auditor-Controller's office and the bank accounts twice daily.

The County Treasurer is also the Treasurer for all mandatory treasury pool participants. I do not work just for the County, all 29 departments, and the Inyo County Superior Court, but also for all of the clients listed below:

- Big Pine Cemetery District
- Big Pine CSD
- Big Pine Fire Protection District
- Indian Creek/Westridge CSD
- Great Basin Unified Air Pollution Control District
- Southern Inyo Fire Protection District
- Independence Cemetery District
- Darwin CSD
- Independence Fire Protection District
- Keeler CSD
- Lone Pine CSD
- Lone Pine Fire Protection District

- Mesa CSD
- Mt. Whitney Cemetery District
- Olancho CSD
- Pioneer Cemetery District
- Sierra Highlands CSD
- Southern Inyo Hospital District
- Starlight CSD
- Tecopa Cemetery District
- East Independence Sanitary district
- Trona Schools
- Big Pine Schools
- Bishop Unified Schools
- Death Valley Schools
- Round Valley Schools
- Lone Pine Schools
- Owens Valley Schools
- Inyo County Office of Education
  - Youthbuild Charter Schools\*
  - Youthbuild Center Schools\*
  - College Bridge Academy\*
  - The Los Angeles Education Corps\*

\*These are charter schools located outside of Inyo County, but whose finances are managed by the Inyo County Office of Education and who are voluntary treasury pool participants. These Districts represent over 25 school sites in Southern California.

The Tax Collector is responsible for the billing, collection, enforcement and reconciliation of over \$50,000,000.00 in annual taxes. This includes property, TOT and voter approved taxes and fees. The Tax Collector must be well versed in Federal, State and Local property tax laws. We are subject to mandatory notification dates. The Tax Collector must produce legal notices to perfect the enforcement ability on delinquent taxes. The Tax Collector has the legal authority, after due process, to dispossess someone from their property. That level of specialized authority is shared by few elected officials. The burden of that responsibility is heavy as is the impact it carries. This department works with several other departments during the parcel split/merge, subdivision, lot line adjustment, segregations and map recordings. We work closely with the Auditor-Controller for tax charges and reconciliation and the Assessor for property information, tax roll extensions and inquiries. Local Agencies have been consulting on property tax matters more regularly and most importantly, we have a daily interactive relationship with the public.

While I mentioned above the agencies that are members of the treasury pool, the ones listed below are tax collection clients who are not treasury pool participants, but we are responsible for providing tax collection services:

- Northern Inyo Hospital
- City of Bishop
- Bishop Fire Protection District
- Eastern Sierra CSD
- Kern Community College District

On a personal note, the average term of employment in my office is 10 years. I have never had a grievance filed. I have never lived outside of my Board approved budget. I do not outsource any part of my department's workload. Since assuming office in 2007, the entire treasury operations have been automated. In the 21<sup>st</sup> century, money moves at the speed of light and we are prepared to live in that world. Revenue management is as easy and safe as we can make it, but we are always positioned to evolve as processes evolve. We have a tax collection rate of over 98%. I have also taken the lead on the PTMS conversion project. As such, I am required to liaison with not only the internal departments that contribute to the gathering of property information, but all external agencies that do as well. This new system will bring tax information and services online to the public. I instituted the acceptance of online credit card/e-check payments to various departments in the County. I am proud to say that, unlike some of my colleagues across the State, Inyo County did not suffer the loss of a single penny during the crash of 2008 or the recession that followed. Interest earnings have truly suffered, but they will return.

The final point I would like the Board to consider is that by Inyo County Code there are qualifications for the position of Treasurer-Tax Collector. You must have comparable government experience with similar financial responsibilities to the position for a minimum of three continuous years, or, you must have a degree in a related field, or, be a CPA, or a Certified Treasury Manager. As the Elected Treasurer-Tax Collector, you must complete within the first 3 ½ years of your term, a continuing education program consisting of a minimum of 48 hours in the discipline of treasury management or public finance or both. I believe that both of these requirements acknowledge the responsibility levels placed upon the office and position of Treasurer-Tax Collector.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

18

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Review and Establishment of Base Salary for the Office of Sheriff Effective January 6, 2015

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the base salary for the office of Sheriff and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

**SUMMARY DISCUSSION:**

On February 4, 2014, your Board adopted the Elected Officials Salary Adjustment Policy (Attachment A). In keeping with the provisions of the new policy, your Board is being asked to review the base salaries associated with each of the County's elected offices, excluding the Board of Supervisors. Any adjustments your Board may direct to the base salaries for elected officials will be made via ordinance, and become effective at the beginning of the next term of office, January 6, 2014.

The base salary for the office of Sheriff is currently \$10,699.00. This excludes any longevity pay or other compensation the incumbent may also receive. A survey of department head salaries for 15 counties similar in size to Inyo County is attached for your Board's consideration (Attachment B). A chart showing the relative salaries for Inyo County department heads, as well as the size of the staff and size of the budgets the respective department heads are responsible for, is provided as Attachment C. In contemplating adjustments to the base salary for an elected office, your Board is encouraged to consider any input that may be provided by the incumbent official, members of the public and staff during today's meeting. When provided, written information provided by the elected official is included with this staff report.

**ALTERNATIVES:**

Your Board could choose to take no action to adjust the base salary for any or all elected offices.

**NEXT STEPS:**

Staff will prepare an ordinance amendment to implement any changes to the base salaries for elected offices, excluding the Board of Supervisors, that your Board may direct effective January 6, 2015.

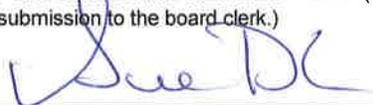
**OTHER AGENCY INVOLVEMENT:**

Elected officials are encouraged to provide input to your Board relative to adjusting the base salary for their elected office.

**FINANCING:**

Any changes resulting from changes to the salaries of elected officials will need to be funded through the budget process.

**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: <u>✓</u> Date <u>2/13/14</u>

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



Date: 02-13-2014

***ADMINISTRATIVE MANUAL***

**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY**

***I. PURPOSE***

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

***II. ESTABLISHMENT & REVIEW OF BASE SALARY***

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.







**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
19

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Review and Establishment of Base Salary for the Office of Public Administrator Effective January 6, 2015

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the base salary for the office of Public Administrator and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

**SUMMARY DISCUSSION:**

On February 4, 2014, your Board adopted the Elected Officials Salary Adjustment Policy (Attachment A). In keeping with the provisions of the new policy, your Board is being asked to review the base salaries associated with each of the County's elected offices, excluding the Board of Supervisors. Any adjustments your Board may direct to the base salaries for elected officials will be made via ordinance, and become effective at the beginning of the next term of office, January 6, 2014.

The base salary for the office of Public Administrator is currently \$5,271.00. This excludes any longevity pay or other compensation the incumbent may also receive. A survey of department head salaries for 15 counties similar in size to Inyo County is attached for your Board's consideration (Attachment B). A chart showing the relative salaries for Inyo County department heads, as well as the size of the staff and size of the budgets the respective department heads are responsible for, is provided as Attachment C. In contemplating adjustments to the base salary for an elected office, your Board is encouraged to consider any input that may be provided by the incumbent official, members of the public and staff during today's meeting. When provided, written information provided by the elected official is included with this staff report.

**ALTERNATIVES:**

Your Board could choose to take no action to adjust the base salary for any or all elected offices.

**NEXT STEPS:**

Staff will prepare an ordinance amendment to implement any changes to the base salaries for elected offices, excluding the Board of Supervisors, that your Board may direct effective January 6, 2015.

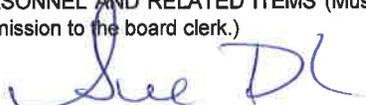
**OTHER AGENCY INVOLVEMENT:**

Elected officials are encouraged to provide input to your Board relative to adjusting the base salary for their elected office.

**FINANCING:**

Any changes resulting from changes to the salaries of elected officials will need to be funded through the budget process.

**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: <input checked="" type="checkbox"/> Date <u>2/13/14</u>

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



Date: 2-13-2014

***ADMINISTRATIVE MANUAL***

**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY**

***I. PURPOSE***

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***II. ESTABLISHMENT & REVIEW OF BASE SALARY***

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

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In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.



**COUNTY OF INYO**

Patricia Barton

Public Administrator/Guardian/Conservator

207 West South Street

Bishop, California 93514

(760) 873-5894

Fax: (760) 873-8835

12 February, 2014

RE: Base Salary for the Office Public Administrator Public Guardian  
Request: \$110,000 annual salary

Inyo County Public Administrator Guardian is a unique and complicated position requiring abilities most closely related the skill set requirements of Social Services Department Head, District Attorney and County Counsel.

Upon review of the Elected and Appointed Department Heads in Inyo County and after researching Salaries based upon the 15 County Salary Survey and taking into consideration value based budgeting, the annual base salary for the Office of Public Administrator public Guardian should be fairly adjusted to \$110,000.00.

California State Association of Counties (CSAC) states the following:

The Public Guardian-Conservator-Administrator provides mandated conservatorship and estate administration services as specified by the Probate Code and Welfare and Institution code. The organization of these services varies among counties. The Public Guardian, Public Conservator, and/or Public Administrator is personally responsible for these functions, which are delegated within the department.

The Services of the Public Guardian may be provided through a separate county department, an elected official, or incorporated into a larger department such as health and human services. Public conservator services are oftentimes provided by the Public Guardian, but the responsibilities may be shared with mental health departments. The Public Administrator may be an elected official, a separate department, or housed within another county department such as sheriff-coroner, treasurer, or public guardian-conservator.

**Office responsibilities**

The Public Guardian-conservator serves as conservator of a person and/or estate of individuals needing protective intervention. The two types of Conservatorship, Lanterman-Petris-Short (LPS) and probate, can only be established by order of the superior court. As probate conservator, Public Guardians are involved in all aspects of their clients' lives, including financial management, housing,

medical care, placement and advocacy. S LPS conservator, Public conservators are responsible for directing the mental health treatment and placement of their clients. Referrals for probate conservatorship usually come from another community agency, institution, or physician. Referrals for LPS conservatorship can only come from a psychiatrist who is affiliated with a Short-Doyle Hospital.

The Public Administrator is responsible for administering the estate of a county resident who dies without a will or family in California. Estate administration may include marshaling all assets, selling real or personal property, performing heir searches, and overseeing the distribution of the estate. The activities are supervised by the superior court. The Public Administrator may also supervise the county's indigent burial program.

Respectfully,



Patricia Barton  
Public Administrator Guardian Conservator

Elected and Appointed Officials Salary Survey 15 Like Counties

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Inyo	Plumas	Mariposa	Trinity	Siskiyou	Del Norte	Mono	Calaveras	Tuolumne	Amador	Lake	Mendocino	Lassen	Glenn	Tehama	Humboldt
Coroner	\$2,040	Sheriff	\$2,064.00	\$2,943.00	\$3,976.00	\$4,169.00	\$4,576	\$3,101.00	\$5,200.00	\$4,807.00	\$5,100.00	\$2,772.00	\$2,650.00	\$1,045.00	\$6,798.00
Bofs	\$5,271.00	DA	HHS	HHS	HHS	HHS	Coroner	HHS	HHS	HHS	HHS	\$5,315	\$4,919	\$6,268	\$6,715
Public Admin	\$7,307.00	Ass./T	Assessor	\$6,610.00	\$7,765.00	\$8,682.00	\$8,204.00	Ass/Auditor	\$7,715.00	Ass/Auditor	\$8,218.00	\$8,941.00	Assessor	\$7,362.00	\$9,260.00
Treasurer	\$7,807.00	\$5,927.00	\$5,589.00	\$6,771.00	\$8,692.00	Dir. Of Finan.	\$8,204.00	\$8,081.00	\$8,074.00	\$7,159.00	\$8,230.00	\$8,941.00	Aud/Dir.Finan	\$7,729.00	\$9,260.00
Ag. Comm.	\$8,364.00	\$7,300.00	\$6,927.00	\$6,956.00	\$8,069.00	w/Inyo	\$7,122.00	\$8,618.00	\$8,101.00	\$7,517.00	\$8,095.00	\$7,050.00	\$8,386.00	\$7,885.00	\$8,544.00
Auditor	\$8,587.00	\$6,434.00	\$7,323.00	\$7,287.00	\$8,860.00	\$11,813.00	\$8,204.00	\$9,213.00	\$8,496.00	\$7,517.00	\$9,528.00	\$8,941.00	\$8,386.00	\$8,318.00	\$9,260.00
Assessor	\$8,587.00	\$6,232.00	\$6,927.00	\$7,465.00	\$8,942.00	\$9,564.00	\$8,204.00	\$8,824.00	\$8,258.00	\$7,334.00	\$8,642.00	\$8,941.00	\$7,861.00	\$8,116.00	\$9,260.00
CSS	\$8,896.00	\$5,976.00	\$6,333.00	\$7,482.00	CPO	w/Inyo	JPA	JPA	JPA	\$7,893.00	\$8,218.00	\$8,941.00	\$8,018.00	\$7,524.00	\$10,022.00
E. Health	\$8,956.00	\$6,564.00		\$7,910.00		\$7,813.00	\$9,563.00	\$7,237.00	\$6,708.00	\$6,274.00	\$6,526.00	\$7,050.00	\$6,186.00	\$6,774.00	\$7,693.00
Planning	\$9,200.00	\$7,500.00	\$7,982.00	\$9,500.00	\$10,591.00	\$9,032.00	\$9,105.00	\$10,109.00	\$8,942.00	\$8,289.00	\$8,623.00	\$7,050.00	\$9,360.00	\$8,510.00	\$9,024.00
CPO	\$9,592.00	\$7,352.00	\$7,125.00	\$11,012.00	\$8,368.00	\$9,206.00	\$9,025.00	\$9,059.00	\$9,311.00	\$7,701.00	\$8,587.00	\$8,525.00	\$7,668.00	\$8,336.00	\$10,092.00
HHS	\$10,478.00	\$8,904.00	\$8,213.00	\$11,081.00	\$9,549.00	\$9,158.00	\$10,065.00	\$10,109.00	\$9,545.00	\$8,288.00	\$10,436.00	\$9,896.00	\$8,473.00	\$9,844.00	\$13,868.00
Sheriff	\$10,913.00	\$7,934.00	\$8,807.00	\$9,287.00	\$9,729.00	\$11,968.00	\$10,729.00	\$9,243.00	\$10,050.00	\$8,914.00	\$10,507.00	\$8,525.00	\$8,729.00	\$9,184.00	\$12,178.00
P.W.	\$11,051.00	\$9,041.00	\$10,289.00	\$8,878.00	\$6,729.00	\$9,375.00	\$11,624.00	w/Planning	w/Planning	\$8,914.00	\$9,839.00	\$9,696.00	Planning	\$10,384.00	\$10,053.00
DA	\$11,333.00	\$7,977.00	\$9,005.00	\$9,322.00	\$11,468.00	\$11,968.00	\$11,752.00	\$10,029.00	\$10,502.00	\$9,137.00	\$10,507.00	\$10,823.00	\$8,906.00	\$10,112.00	\$12,908.00
CC	\$12,240.00	\$6,834.00	\$11,346.00	Contract	\$10,790.00	\$11,559.00	\$13,201.00	\$10,732.00	\$10,418.00	\$10,319.00	\$11,941.00	\$9,433.00	\$9,838.00	\$9,870.00	\$12,702.00
CAO	\$13,465.00	\$11,143.00	\$9,896.00	\$7,806.00	\$11,460.00	\$14,163.00	\$14,009.00	\$11,281.00	\$11,014.00	\$10,319.00	\$12,500.00	\$13,000.00	\$12,488.00	\$11,875.00	\$14,063.00

Inyo Base Salaries only does not include longevity  
 California Constitutional Officers are Board of Supervisors, Sheriff, DA, and Assessor all other elected positions optional

Plumas PG is in HHS  
 Mariposa Recorder to Assessor + Clerk to Treasurer  
 Trinity Assessor/Clerk/Elections one position  
 Siskiyou Assessor/Recorder + Clerk  
 Mono Director of Finance Appointed no Auditor or Treasurer - Clerk is appointed  
 Tuolumne Assessor/Recorder + Clerk/Auditor  
 Lassen PA/PG Appointed Dept. Head  
 Glenn Director of Finance Appointed no Auditor or Treasurer + PA/PG is Appointed Dept. Head  
 Tehama PA/PG Appointed Dept. Head  
 Humboldt coroner/PA-P/G

Inyo County	Water Director Unique to Inyo County salary is \$9,445.00
Child Support	Services includes 5% for Regional Director duties
Assessor salary	reflects new amount
Inyo County	Premium pay incorporated into salaries 10-18-13
Lassen County	upped salaries so employee now pays PERS Employee portion of retirement 6-13

Assessor	
Auditor	\$ 12,565.00
Bofs	
Clerk	\$ 7,714.00
DA	
Sheriff	\$ 9,263.00
Treasurer	\$ 12,565.00
CSS	
Planning	\$ 9,263.00
CAO	\$ 11,250.00
CC	
E. Health	
HHS	
CPO	
P.W.	\$ 9,263.00
Ag. Comm.	
Total	\$ 39,039.00
	\$ 74,249.00

Revised 02-04-14



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
20

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Review and Establishment of Base Salary for the Office of District Attorney Effective January 6, 2015

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the base salary for the office of District Attorney and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

**SUMMARY DISCUSSION:**

On February 4, 2014, your Board adopted the Elected Officials Salary Adjustment Policy (Attachment A). In keeping with the provisions of the new policy, your Board is being asked to review the base salaries associated with each of the County's elected offices, excluding the Board of Supervisors. Any adjustments your Board may direct to the base salaries for elected officials will be made via ordinance, and become effective at the beginning of the next term of office, January 6, 2014.

The base salary for the office of District Attorney is currently \$11,333.00. This excludes any longevity pay or other compensation the incumbent may also receive. A survey of department head salaries for 15 counties similar in size to Inyo County is attached for your Board's consideration (Attachment B). A chart showing the relative salaries for Inyo County department heads, as well as the size of the staff and size of the budgets the respective department heads are responsible for, is provided as Attachment C. In contemplating adjustments to the base salary for an elected office, your Board is encouraged to consider any input that may be provided by the incumbent official, members of the public and staff during today's meeting. When provided, written information provided by the elected official is included with this staff report.

**ALTERNATIVES:**

Your Board could choose to take no action to adjust the base salary for any or all elected offices.

**NEXT STEPS:**

Staff will prepare an ordinance amendment to implement any changes to the base salaries for elected offices, excluding the Board of Supervisors, that your Board may direct effective January 6, 2015.

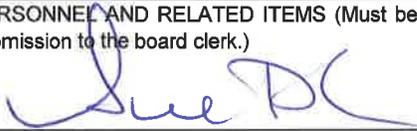
**OTHER AGENCY INVOLVEMENT:**

Elected officials are encouraged to provide input to your Board relative to adjusting the base salary for their elected office.

**FINANCING:**

Any changes resulting from changes to the salaries of elected officials will need to be funded through the budget process.

**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: <u>✓</u> Date <u>2/13/14</u>

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



Date: 02-13-2014

***ADMINISTRATIVE MANUAL***

**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY**

***I. PURPOSE***

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

***II. ESTABLISHMENT & REVIEW OF BASE SALARY***

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.

Elected and Appointed Officials Salary Survey 15 Like Counties

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Inyo	Plumas	Mariposa	Trinity	Siskiyou	Del Norte	Mono	Calaveras	Tuolumne	Amador	Lake	Mendocino	Lassen	Glen	Tehama	Humboldt
Coroner	\$2,040	Sheriff	\$3,470.00	\$3,725.00	\$4,109.00	\$4,293.00	\$4,576	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
Bois	\$4,231.00	DA	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00	\$4,231.00
Public Admin	\$5,271.00	HHS	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00	\$5,271.00
Clerk	\$7,307.00	Ass./T-T	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00	\$7,307.00
Treasurer	\$7,807.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00	\$6,827.00
Ag. Comm.	\$9,384.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00	\$7,300.00
Auditor	\$8,587.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00
Assessor	\$8,587.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00	\$6,344.00
CSS	\$8,886.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00	\$5,976.00
E. Health	\$8,956.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00	\$6,564.00
Planning	\$9,200.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00
CPO	\$10,478.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00	\$8,904.00
Sheriff	\$10,913.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00	\$7,934.00
P.W.	\$11,051.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00	\$9,041.00
DA	\$11,333.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00	\$7,977.00
CC	\$12,240.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00	\$6,834.00
CAO	\$13,465.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00	\$11,143.00

Inyo Base Salaries only does not include longevity

California Constitutional Officers are Board of Supervisors, Sheriff, DA, and Assessor all other elected positions optional

Plumas PG is in HHS

Mariposa Recorder to Assessor + Clerk to Treasurer

Trinity Assessor/Clerk/Elections one position

Siskiyou Assessor/Recorder + Clerk

Mono Director of Finance Appointed no Auditor or Treasurer - Clerk is appointed

Tuolumne Assessor/Recorder + Clerk/Auditor

Lassen PA/PG Appointed Dept. Head

Glen Director of Finance Appointed no Auditor or Treasurer + PA/PG is Appointed Dept. Head

Tehama PA/PG Appointed Dept. Head

Humboldt coroner/PA-P/G

	Bishop	Mammoth
Assessor		
Auditor		\$ 12,565.00
Bois		
Clerk		\$ 7,714.00
DA		
Sheriff	\$ 9,263.00	\$ 12,565.00
Treasurer		
CSS		
Planning	\$ 9,263.00	\$ 12,565.00
CAO	\$ 11,250.00	\$ 16,275.00
CC		
E. Health		
HHS		
CPO		
P.W.	\$ 9,263.00	\$ 12,565.00
Ag. Comm.		
Total	\$ 39,039.00	\$ 74,249.00

Revised 02-04-14

Inyo County Water Director Unique to Inyo County salary is \$9,445.00

Child Support Services includes 5% for Regional Director duties

Assessor salary reflects new amount

Inyo County Premium pay incorporated into salaries 10-18-13

Lassen County capped salaries so employee now pays PERS Employee portion of retirement 6-13





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  21
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Review and Establishment of Base Salary for the Office of Clerk/Recorder Effective January 6, 2015

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the base salary for the office of Clerk/Recorder and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

**SUMMARY DISCUSSION:**

On February 4, 2014, your Board adopted the Elected Officials Salary Adjustment Policy (Attachment A). In keeping with the provisions of the new policy, your Board is being asked to review the base salaries associated with each of the County's elected offices, excluding the Board of Supervisors. Any adjustments your Board may direct to the base salaries for elected officials will be made via ordinance, and become effective at the beginning of the next term of office, January 6, 2014.

The base salary for the office of Clerk/Recorder is currently \$7,307.00. This excludes any longevity pay or other compensation the incumbent may also receive. A survey of department head salaries for 15 counties similar in size to Inyo County is attached for your Board's consideration (Attachment B). A chart showing the relative salaries for Inyo County department heads, as well as the size of the staff and size of the budgets the respective department heads are responsible for, is provided as Attachment C. In contemplating adjustments to the base salary for an elected office, your Board is encouraged to consider any input that may be provided by the incumbent official, members of the public and staff during today's meeting. When provided, written information provided by the elected official is included with this staff report.

**ALTERNATIVES:**

Your Board could choose to take no action to adjust the base salary for any or all elected offices.

**NEXT STEPS:**

Staff will prepare an ordinance amendment to implement any changes to the base salaries for elected offices, excluding the Board of Supervisors, that your Board may direct effective January 6, 2015.

**OTHER AGENCY INVOLVEMENT:**

Elected officials are encouraged to provide input to your Board relative to adjusting the base salary for their elected office.

**FINANCING:**

Any changes resulting from changes to the salaries of elected officials will need to be funded through the budget process.

**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: <input checked="" type="checkbox"/> Date <u>2/13/14</u>

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



Date: 02-19-2014

***ADMINISTRATIVE MANUAL***

**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY**

***I. PURPOSE***

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

***II. ESTABLISHMENT & REVIEW OF BASE SALARY***

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.



# INYO COUNTY CLERK-RECORDER

## **Clerk Division**

### **File:**

Fictitious Business Name Statements, Abandonments, Withdrawl from Partnerships  
Fish & Game Environmental Impact Reports, Negative Declarations and  
Notices of Determination  
Power of Attorney  
Surety Company Proof of Authority  
Notary Bonds  
Annual Grand Jury Reports

### **Issue:**

Marriage Licenses  
Confidential Marriage Licenses  
Appointment of Deputy Commissioner of Marriages  
Certified Documentation

### **Register:**

Process Servers  
Unlawful Detainer Assistants  
Legal Document Assistants  
Professional Photocopiers  
Fingerprint Registration

## **Recorder Division:**

### **Issue:**

Vital Statistic Records: Certified Copies of Birth, Marriage, Death and  
Military Discharge  
Annual Statistical Reports

### **Record:**

Official Records (Deeds, Deeds of Trust, Foreclosures, Easements  
Liens - Tax (local, State & Federal) Mechanic Liens,  
UCC Financing Statements  
Maps - Parcel, Record of Survey, Subdivision, Road  
Mining Claims - Notice of Location, Annual Proof of Labor, Maps

### **Perform:**

Civil Marriage Ceremonies

## **Election Division:**

### **Issue:**

Candidate Filing Forms  
Nomination Documents  
Petitions  
Certificates of Election  
Certification of Registration

### **Perform:**

Oath of Office Administration  
Local, State and Federal Elections  
Official Ballot Layout and Proofing  
Election Database Creation  
Sample Ballot-Voter Information Guide Layout  
Multi Precinct Redistricting  
Pollworker, Ballot Courier and Election Board Training  
Precinct Layout and Staffing  
Delivery of Election Equipment  
Ballot Tabulation Equipment Accuracy Testing

### **File:**

Fair Political Practices Commission (FPPC) documents  
Local Conflict of Interest Forms  
Candidate Statement of Qualifications  
Initiative and Referendum Petitions  
Recall Petitions

### **Maintain:**

Voter Registration Database, Local and Statewide  
DMV Voter Tracking  
Cal-Voter Reporting Station  
County Special District Index  
Federally Certified DFM Election Server & Ballot Counting Software

### **Reports:**

Voter History  
Petition Verification to Secretary of State

## **Registrar of Voters**

The Clerk-Recorder is the ex-officio Registrar of Voters in Inyo County. Elections administration is a dynamic and evolving profession that is highly scrutinized and very specialized. The Registrar of Voters is responsible for planning and organizing all election-related activities for Federal, State, County, special districts, schools and the City of Bishop, including registering voters, maintaining the voter registration database, preparing election calendars, designing ballots, and tracking all forms required by the Fair Political Reform Act. In addition, the Registrar assists candidates and special districts with election procedures and preparations, and stays abreast of new and upcoming election-related legislation and regulations. As the department head, the Registrar is responsible for department policy, personnel management, and the preparation, justification, and administration of the annual department budget.

The high level of visibility and complex nature of this position requires a transparent, objective and apolitical professional with the ability to address issues that are highly partisan and emotional. Public speaking and written communications are frequently required in presenting to a wide range of public constituents. Written materials include press releases, voter instructions and information, reports for the Board of Supervisors and relating information to the general public. This position interacts frequently with various stakeholder groups and local, state and federal agencies.

Although the overall organization of the office has remained fixed since the late nineties, the duties and mandates have changed dramatically.

The importance of accurate vote counting systems was brought to the attention of the world during the 2000 United States Presidential Election. The inability of election officials to determine voter intent concerning hanging and pregnant chads led to lawsuits and public outrage and ultimately to the decertification of punch card voting systems across the United States, including in Inyo County. The federal government then passed the Help American Vote Act (HAVA) in 2002 and the voters of California approved Proposition 41 which established restrictive multilevel mandates and provided hundreds of millions of dollars for the purchase and use of modernized voting systems.

In 2005, the Inyo County Elections office used the state and federal monies to purchase Direct Electronic Touch Screen Voting Machines for poll site voting. This required the elections official to educate all voters and poll workers on the new method of voting and create new standards and procedures for the administration of the election.

However, in 2007, Secretary of State Debra Bowen conducted a "Top to Bottom" review inviting technical experts to examine the voting systems. As a result of the security issues discovered within the voting systems, Secretary Bowen established new and even more restrictive regulations that essentially decertified the use of touch screen voting machines for regular public use in California elections. This required the elections office to once again change the method that voters cast their ballot on Election Day, educate all voters and poll workers on the new method of voting and create new standards and procedures for the administration of the election.

The process to modernize the voting capabilities in public elections continues to evolve. Examples include the voter initiated Top-Two Open Primary passed by the voters in 2010, legislation that requires same-day voter registration that will be effective in 2017, the conversion to a statewide voter registration base currently in process, and the ever-changing legislation to reform campaign financing.

### **Clerk-Recorder**

Since 1850, California's County Recorders have managed and protected the Official Record while preserving and defending the right of public access to the information in their care. With the advent of new technologies in the digital age in the past 15 years, the issues surrounding privacy and public access to land records have been the subject of ongoing debate and increased mandates. In addition, an increase in the introduction of legislation that would generate disincentives and hinder access for the public to record their legal documents is an ongoing cause for great concern.

A key component of securing the public record is assuring that the integrity of each document is protected. Documents in the Official Record contain elements of personal information that must be protected from abuse. While Social Security numbers were seen in the 1930s as a revolutionary way to keep track of individual Americans, that information today can be used to hijack someone's identity and property. Legislation was passed in the mid-2000's to require only certain authorized people to view and receive copies of vital records used to establish identity. The process now requires applications that are tracked and kept on file, authentication of identification, restricted access, and the use and tracking of specialized security paper.

In addition, legislation was passed in 2008 that required Clerk-Recorder's to redact social security numbers previously contained within the records back to 1980. The law intends to protect against identity theft by requiring local agencies to redact social security numbers from records prior to disclosing them to the public. This is an additional mandated duty that requires extensive time and purchase of new software and procedures.

Elected and Appointed Officials Salary Survey 15 Like Counties

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	Inyo	Plumas	Mariposa	Trinity	Siskiyou	Del Norte	Mono	Calaveras	Tuolumne	Amador	Lake	Mendocino	Lassen	Glen	Tehama	Humboldt
Coroner	\$2,040	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	\$4,576	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	PA/PG
Bois	\$ 4,231.00	\$ 3,725.00	\$ 2,064.00	\$ 2,064.00	\$ 3,725.00	\$ 4,108.00	\$ 4,293.00	\$ 4,293.00	\$ 3,101.00	\$ 5,200.00	\$ 4,807.00	\$ 5,100.00	\$ 2,772.00	\$ 2,650.00	\$ 1,045.00	\$ 6,796.00
Public Admin	\$5,271.00	DA	HHS	HHS	HHS	HHS	HHS	Coroner	HHS	HHS	HHS	HHS	\$5,315	\$4,919	\$6,268	\$8,715
Clerk	\$ 7,307.00	\$ 6,232.00	Ass./T-Assessor	\$ 6,610.00	\$ 8,765.00	\$ 8,682.00	\$ 8,204.00	\$ 8,204.00	Ass/Auditor	\$ 7,715.00	Ass/Auditor	Assessor	\$ 8,941.00	Assessor	\$ 7,382.00	\$ 9,260.00
Treasurer	\$ 7,807.00	\$ 6,232.00	\$ 6,927.00	\$ 5,593.00	\$ 6,771.00	\$ 8,692.00	Dir. Of Finan.	\$ 8,204.00	\$ 8,091.00	\$ 8,074.00	\$ 7,159.00	\$ 8,230.00	\$ 8,941.00	Aud/Dir. Finan.	\$ 7,728.00	\$ 9,260.00
Ag. Comm.	\$ 8,364.00	\$ 7,300.00	\$ 6,927.00	w/Humboldt	\$ 6,956.00	\$ 8,069.00	w/Inyo	\$ 7,122.00	\$ 6,618.00	\$ 6,101.00	\$ 7,517.00	\$ 8,095.00	\$ 7,050.00	\$ 8,366.00	\$ 7,895.00	\$ 8,544.00
Auditor	\$ 8,587.00	\$ 6,434.00	\$ 7,323.00	\$ 7,927.00	\$ 8,660.00	\$ 11,613.00	\$ 8,204.00	\$ 8,204.00	\$ 9,213.00	\$ 8,496.00	\$ 7,517.00	\$ 9,528.00	\$ 8,941.00	\$ 8,396.00	\$ 8,318.00	\$ 9,260.00
Assessor	\$9,587.00	\$ 6,232.00	\$ 6,927.00	\$ 6,330.00	\$ 7,465.00	\$ 8,942.00	\$ 9,564.00	\$ 8,204.00	\$ 8,824.00	\$ 8,258.00	\$ 7,394.00	\$ 8,642.00	\$ 8,941.00	\$ 7,861.00	\$ 8,116.00	\$ 9,260.00
CSS	\$ 8,956.00	\$ 5,976.00	\$ 6,333.00	\$ 6,956.00	\$ 7,482.00	CPO	w/Inyo	JPA	JPA	JPA	JPA	\$ 7,893.00	\$ 8,941.00	\$ 8,018.00	\$ 7,524.00	\$ 10,022.00
E. Health	\$ 8,956.00	\$ 6,584.00		\$ 7,010.00		\$ 7,813.00	\$ 9,563.00	\$ 7,297.00	\$ 6,708.00	\$ 6,274.00	\$ 6,526.00	\$ 6,186.00	\$ 7,050.00	\$ 6,774.00	\$ 7,693.00	\$ 9,024.00
Planning	\$ 9,200.00	\$ 7,900.00	\$ 7,982.00	\$ 9,500.00	\$ 7,904.00	\$ 10,591.00	\$ 9,032.00	\$ 9,105.00	\$ 10,109.00	\$ 8,942.00	\$ 8,289.00	\$ 8,629.00	\$ 7,050.00	\$ 9,360.00	\$ 8,510.00	\$ 9,024.00
CPO	\$ 9,592.00	\$ 7,352.00	\$ 7,125.00	\$ 11,012.00	\$ 9,095.00	\$ 9,206.00	\$ 9,025.00	\$ 8,058.00	\$ 9,058.00	\$ 9,311.00	\$ 7,701.00	\$ 8,587.00	\$ 8,525.00	\$ 7,668.00	\$ 8,336.00	\$ 10,092.00
HHS	\$ 10,478.00	\$ 8,904.00	\$ 8,213.00	\$ 11,081.00	\$ 9,549.00	\$ 10,768.00	\$ 9,158.00	\$ 10,085.00	\$ 10,109.00	\$ 9,545.00	\$ 8,288.00	\$ 10,436.00	\$ 9,836.00	\$ 8,479.00	\$ 9,844.00	\$ 13,988.00
Sheriff	\$ 10,913.00	\$ 7,934.00	\$ 8,807.00	\$ 8,686.00	\$ 9,287.00	\$ 9,729.00	\$ 11,968.00	\$ 10,729.00	\$ 9,243.00	\$ 10,060.00	\$ 8,914.00	\$ 10,507.00	\$ 8,525.00	\$ 8,729.00	\$ 9,184.00	\$ 12,778.00
P.W.	\$ 11,051.00	\$ 9,041.00	\$ 10,299.00	Planning	\$ 8,878.00	\$ 6,729.00	\$ 9,375.00	\$ 11,624.00	w/Planning	\$ 8,914.00	\$ 9,838.00	\$ 9,838.00	\$ 9,836.00	Planning	\$ 10,384.00	\$ 10,053.00
DA	\$ 11,333.00	\$ 7,977.00	\$ 9,005.00	\$ 10,053.00	\$ 9,322.00	\$ 11,498.00	\$ 11,752.00	\$ 10,029.00	\$ 10,029.00	\$ 9,137.00	\$ 10,502.00	\$ 10,823.00	\$ 8,906.00	\$ 10,112.00	\$ 12,906.00	
CC	\$ 12,240.00	\$ 6,834.00	\$ 11,346.00	Contract	\$ 10,790.00	\$ 11,559.00	\$ 13,201.00	\$ 10,732.00	\$ 10,418.00	\$ 10,319.00	\$ 11,941.00	\$ 9,838.00	\$ 9,838.00	\$ 9,838.00	\$ 9,870.00	\$ 12,702.00
CAO	\$ 13,465.00	\$ 11,143.00	\$ 9,886.00	\$ 7,806.00	\$ 14,867.00	\$ 11,460.00	\$ 14,193.00	\$ 14,009.00	\$ 11,291.00	\$ 11,014.00	\$ 10,319.00	\$ 12,500.00	\$ 13,000.00	\$ 12,438.00	\$ 11,875.00	\$ 14,083.00

Inyo Base Salaries only does not include longevity

California Constitutional Officers are Board of Supervisors, Sheriff, DA, and Assessor all other elected positions optional

	Bishop	Mammoth
Plumas PG is in HHS		
Mariposa Recorder to Assessor + Clerk to Treasurer		
Trinity Assessor/Clerk/Elections one position		
Siskiyou Assessor/Recorder + Clerk		
Mono Director of Finance Appointed no Auditor or Treasurer - Clerk is appointed		
Tuolumne Assessor/Recorder + Clerk/Auditor		
Lassen PA/PG Appointed Dept. Head		
Glen Director of Finance Appointed no Auditor or Treasurer + PA/PG is Appointed Dept. Head		
Tehama PA/PG Appointed Dept. Head		
Humboldt coroner/PA-P/G		
Assessor		
Auditor		\$ 12,565.00
Bois		
Clerk		\$ 7,714.00
DA		
Sheriff	\$ 9,263.00	\$ 12,565.00
Treasurer		
CSS		
Planning	\$ 9,263.00	\$ 12,565.00
CAO	\$ 11,250.00	\$ 16,275.00
CC		
E. Health		
HHS		
CPO		
P.W.	\$ 9,263.00	\$ 12,565.00
Ag. Comm.		
Total	\$ 39,039.00	\$ 74,246.00

Revised 02-04-14

Inyo County Water Director Unique to Inyo County salary is \$9,445.00

Child Support Services Includes 5% for Regional Director duties

Assessor salary reflects new amount

Inyo County Premium pay incorporated into salaries 10-18-13

Lassen County lapped salaries so employee now pays PERS Employee portion of retirement 6-13



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  22
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Review and Establishment of Base Salary for the Office of Coroner Effective January 6, 2015

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the base salary for the office of Coroner and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

**SUMMARY DISCUSSION:**

On February 4, 2014, your Board adopted the Elected Officials Salary Adjustment Policy (Attachment A). In keeping with the provisions of the new policy, your Board is being asked to review the base salaries associated with each of the County's elected offices, excluding the Board of Supervisors. Any adjustments your Board may direct to the base salaries for elected officials will be made via ordinance, and become effective at the beginning of the next term of office, January 6, 2014.

The base salary for the office of Coroner is currently \$2,040.00. This excludes any longevity pay or other compensation the incumbent may also receive. A survey of department head salaries for 15 counties similar in size to Inyo County is attached for your Board's consideration (Attachment B). A chart showing the relative salaries for Inyo County department heads, as well as the size of the staff and size of the budgets the respective department heads are responsible for, is provided as Attachment C. In contemplating adjustments to the base salary for an elected office, your Board is encouraged to consider any input that may be provided by the incumbent official, members of the public and staff during today's meeting. When provided, written information provided by the elected official is included with this staff report.

**ALTERNATIVES:**

Your Board could choose to take no action to adjust the base salary for any or all elected offices.

**NEXT STEPS:**

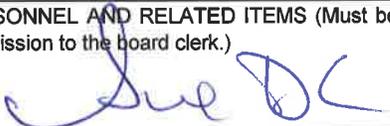
Staff will prepare an ordinance amendment to implement any changes to the base salaries for elected offices, excluding the Board of Supervisors, that your Board may direct effective January 6, 2015.

**OTHER AGENCY INVOLVEMENT:**

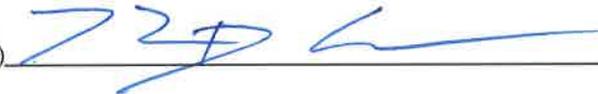
Elected officials are encouraged to provide input to your Board relative to adjusting the base salary for their elected office.

**FINANCING:**

Any changes resulting from changes to the salaries of elected officials will need to be funded through the budget process.

<b><u>APPROVALS</u></b>	
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: <u>✓</u> Date <u>2/13/14</u>

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



Date: 02-13-2014

***ADMINISTRATIVE MANUAL***

**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY**

***I. PURPOSE***

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

***II. ESTABLISHMENT & REVIEW OF BASE SALARY***

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>
23

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Review and Establishment of Base Salary for the Office of Auditor Effective January 6, 2015

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the base salary for the office of Auditor and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

**SUMMARY DISCUSSION:**

On February 4, 2014, your Board adopted the Elected Officials Salary Adjustment Policy (Attachment A). In keeping with the provisions of the new policy, your Board is being asked to review the base salaries associated with each of the County's elected offices, excluding the Board of Supervisors. Any adjustments your Board may direct to the base salaries for elected officials will be made via ordinance, and become effective at the beginning of the next term of office, January 6, 2014.

The base salary for the office of Auditor is currently \$8,587.00. This excludes any longevity pay or other compensation the incumbent may also receive. A survey of department head salaries for 15 counties similar in size to Inyo County is attached for your Board's consideration (Attachment B). A chart showing the relative salaries for Inyo County department heads, as well as the size of the staff and size of the budgets the respective department heads are responsible for, is provided as Attachment C. In contemplating adjustments to the base salary for an elected office, your Board is encouraged to consider any input that may be provided by the incumbent official, members of the public and staff during today's meeting. When provided, written information provided by the elected official is included with this staff report.

**ALTERNATIVES:**

Your Board could choose to take no action to adjust the base salary for any or all elected offices.

**NEXT STEPS:**

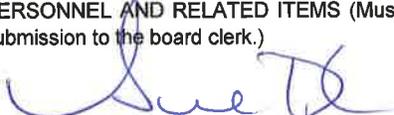
Staff will prepare an ordinance amendment to implement any changes to the base salaries for elected offices, excluding the Board of Supervisors, that your Board may direct effective January 6, 2015.

**OTHER AGENCY INVOLVEMENT:**

Elected officials are encouraged to provide input to your Board relative to adjusting the base salary for their elected office.

**FINANCING:**

Any changes resulting from changes to the salaries of elected officials will need to be funded through the budget process.

<b><u>APPROVALS</u></b>	
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: <input checked="" type="checkbox"/> Date <u>2/13/14</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 02-13-2014  
(Not to be signed until all approvals are received)

**ADMINISTRATIVE MANUAL**

**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY**

**I. PURPOSE**

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

**II. ESTABLISHMENT & REVIEW OF BASE SALARY**

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.



Elected and Appointed Officials Salary Survey 15 Like Counties

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	Inyo	Plumas	Mariposa	Trinity	Siskiyou	Del Norte	Mono	Calaveras	Tuolumne	Amador	Lake	Mendocino	Lassen	Glenn	Tehama	Humboldt
Coroner	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$4,576	\$4,576	\$4,576	\$4,576	\$4,576	\$4,576	\$4,576	\$4,576	\$4,576	\$4,576
BoFS	\$ 4,291.00	\$ 3,470.00	\$ 3,725.00	\$ 2,094.00	\$ 2,943.00	\$ 3,976.00	\$ 4,109.00	\$ 4,293.00	\$ 3,101.00	\$ 5,200.00	\$ 4,807.00	\$ 5,100.00	\$ 2,772.00	\$ 2,650.00	\$ 1,045.00	\$ 6,798.00
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Clerk	\$ 7,307.00	\$ 6,232.00	Ass./T-Assessor	\$ 6,610.00	\$ 8,785.00	\$ 6,882.00	\$ 8,204.00	\$ 8,204.00	Ass/Auditor	\$ 7,715.00	Ass/Auditor	Assessor	\$ 8,941.00	Assessor	\$ 7,362.00	\$ 9,260.00
Treasurer	\$ 7,807.00	\$ 6,232.00	\$ 6,927.00	\$ 5,589.00	\$ 6,771.00	\$ 6,892.00	Dir. Of Finan.	\$ 8,204.00	\$ 8,081.00	\$ 8,074.00	\$ 7,159.00	\$ 8,230.00	\$ 8,941.00	Aud/Dir.Finan	\$ 7,729.00	\$ 9,280.00
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Auditor	\$ 8,587.00	\$ 6,434.00	\$ 7,323.00	\$ 7,328.00	\$ 7,287.00	\$ 8,860.00	\$ 11,613.00	\$ 8,204.00	\$ 9,213.00	\$ 8,496.00	\$ 7,517.00	\$ 9,528.00	\$ 8,941.00	\$ 8,386.00	\$ 8,318.00	\$ 9,250.00
Assessor	\$8,587.00	\$ 6,232.00	\$ 6,927.00	\$6,330.00	\$ 7,465.00	\$ 8,942.00	\$ 9,564.00	\$ 8,204.00	\$ 8,824.00	\$ 8,258.00	\$ 7,394.00	\$ 8,642.00	\$ 8,941.00	\$ 7,861.00	\$ 8,116.00	\$ 9,260.00
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	Bishop	Mammoth
Assessor		
Auditor		\$ 12,565.00
BoFS		
Clerk		\$ 7,714.00
DA		
Sheriff	\$ 9,263.00	\$ 12,565.00
Treasurer		
CSS		
Planning	\$ 9,263.00	\$ 12,565.00
CAO	\$ 11,250.00	\$ 16,275.00
CC		
E. Health		
HHS		
CPO		
P.W.	\$ 9,263.00	\$ 12,565.00
Ag. Comm.		
Total	\$ 39,039.00	\$ 74,249.00

Revised 02-04-14

Inyo County Water Director Unique to Inyo County salary is \$9,445.00  
 Child Support Services includes 5% for Regional Director duties  
 Assessor salary reflects new amount  
 Inyo County Premium pay incorporated into salaries 10-18-13  
 Lassen County upped salaries so employee now pays PERS Employee portion of retirement 6-13



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  24
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Review and Establishment of Base Salary for the Office of Assessor Effective January 6, 2015

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the base salary for the office of Assessor and direct staff to prepare ordinance adjusting base salary, if applicable, effective January 6, 2015.

**SUMMARY DISCUSSION:**

On February 4, 2014, your Board adopted the Elected Officials Salary Adjustment Policy (Attachment A). In keeping with the provisions of the new policy, your Board is being asked to review the base salaries associated with each of the County's elected offices, excluding the Board of Supervisors. Any adjustments your Board may direct to the base salaries for elected officials will be made via ordinance, and become effective at the beginning of the next term of office, January 6, 2014.

The base salary for the office of Assessor is currently \$8,587.00. This excludes any longevity pay or other compensation the incumbent may also receive. A survey of department head salaries for 15 counties similar in size to Inyo County is attached for your Board's consideration (Attachment B). A chart showing the relative salaries for Inyo County department heads, as well as the size of the staff and size of the budgets the respective department heads are responsible for, is provided as Attachment C. In contemplating adjustments to the base salary for an elected office, your Board is encouraged to consider any input that may be provided by the incumbent official, members of the public and staff during today's meeting. When provided, written information provided by the elected official is included with this staff report.

**ALTERNATIVES:**

Your Board could choose to take no action to adjust the base salary for any or all elected offices.

**NEXT STEPS:**

Staff will prepare an ordinance amendment to implement any changes to the base salaries for elected offices, excluding the Board of Supervisors, that your Board may direct effective January 6, 2015.

**OTHER AGENCY INVOLVEMENT:**

Elected officials are encouraged to provide input to your Board relative to adjusting the base salary for their elected office.

**FINANCING:**

Any changes resulting from changes to the salaries of elected officials will need to be funded through the budget process.

**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: <u>  ✓  </u> Date <u>  2/13/14  </u>

**DEPARTMENT HEAD SIGNATURE:**  \_\_\_\_\_ Date:   02-13-2014    
(Not to be signed until all approvals are received)

**ADMINISTRATIVE MANUAL**

**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY**

**I. PURPOSE**

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

**II. ESTABLISHMENT & REVIEW OF BASE SALARY**

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.

Elected and Appointed Officials Salary Survey 15 Like Counties

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Inyo	Plumas	Mariposa	Trinity	Siskiyou	Del Norte	Mono	Calaveras	Tuolumne	Amador	Lake	Mendocino	Lassen	Glenn	Tehama	Humboldt
	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	Sheriff	PA/PG
Conorner	\$2,040	\$ 3,470.00	\$ 2,084.00	\$ 2,943.00	\$ 3,976.00	\$ 4,109.00	\$ 4,293.00	\$ 3,101.00	\$ 5,200.00	\$ 4,807.00	\$ 5,100.00	\$ 2,772.00	\$ 2,650.00	\$ 1,045.00	\$ 6,799.00
Bo/S	\$ 4,231.00	\$ 3,725.00	\$ 2,084.00	\$ 2,943.00	\$ 3,976.00	\$ 4,109.00	\$ 4,293.00	\$ 3,101.00	\$ 5,200.00	\$ 4,807.00	\$ 5,100.00	\$ 2,772.00	\$ 2,650.00	\$ 1,045.00	\$ 6,799.00
Public Admin	\$5,271.00	DA	HHS	HHS	HHS	HHS	Coroner	HHS	HHS	HHS	HHS	\$5,315	\$4,919	\$6,268	\$8,715
Clerk	\$ 7,307.00	\$ 6,232.00	Ass/IT Assessor	\$ 6,610.00	\$ 6,765.00	\$ 6,662.00	\$ 8,204.00	Ass/Auditor	\$ 7,715.00	Ass/Auditor	Assessor	\$ 8,941.00	Assessor	\$ 7,362.00	\$ 9,260.00
Treasurer	\$ 7,807.00	\$ 6,232.00	\$ 5,589.00	\$ 6,771.00	\$ 6,692.00	Dir. Of Finan.	\$ 6,204.00	\$ 8,081.00	\$ 8,074.00	\$ 7,159.00	\$ 8,230.00	\$ 8,941.00	Aud/Dir.Finan	\$ 7,729.00	\$ 9,260.00
Ag. Comm.	\$ 8,364.00	\$ 7,300.00	\$ 6,927.00	\$ 6,968.00	\$ 8,069.00	w/Inyo	\$ 7,122.00	\$ 8,618.00	\$ 8,101.00	\$ 7,517.00	\$ 8,095.00	\$ 7,050.00	\$ 8,386.00	\$ 7,885.00	\$ 8,544.00
Auditor	\$ 8,587.00	\$ 6,434.00	\$ 7,323.00	\$ 7,287.00	\$ 8,860.00	\$ 11,613.00	\$ 8,204.00	\$ 9,213.00	\$ 8,496.00	\$ 7,517.00	\$ 9,528.00	\$ 8,941.00	\$ 8,386.00	\$ 8,318.00	\$ 9,260.00
Assessor	\$8,587.00	\$ 6,232.00	\$ 6,927.00	\$ 7,465.00	\$ 8,942.00	\$ 9,564.00	\$ 8,204.00	\$ 8,824.00	\$ 8,258.00	\$ 7,334.00	\$ 8,642.00	\$ 8,941.00	\$ 7,861.00	\$ 8,116.00	\$ 9,260.00
CSS	\$ 8,836.00	\$ 5,976.00	\$ 6,333.00	\$ 7,482.00	CPO	w/Inyo	JPA	JPA	JPA	\$ 7,893.00	\$ 8,218.00	\$ 8,941.00	\$ 8,018.00	\$ 7,524.00	\$ 10,022.00
E. Health	\$ 8,956.00	\$ 6,584.00		\$ 7,010.00		\$ 7,813.00	\$ 9,563.00	\$ 7,237.00	\$ 6,708.00	\$ 5,274.00	\$ 5,526.00	\$ 7,050.00	\$ 6,186.00	\$ 6,774.00	\$ 7,683.00
Planning	\$ 9,200.00	\$ 7,500.00	\$ 7,982.00	\$ 9,500.00	\$ 10,591.00	\$ 9,032.00	\$ 9,105.00	\$ 10,109.00	\$ 8,942.00	\$ 8,289.00	\$ 8,629.00	\$ 7,050.00	\$ 9,360.00	\$ 8,510.00	\$ 9,024.00
CPO	\$ 9,592.00	\$ 7,352.00	\$ 7,125.00	\$ 11,012.00	\$ 9,965.00	\$ 9,206.00	\$ 9,025.00	\$ 9,058.00	\$ 9,311.00	\$ 7,701.00	\$ 8,587.00	\$ 8,525.00	\$ 7,668.00	\$ 8,336.00	\$ 10,982.00
HHS	\$ 10,478.00	\$ 8,904.00	\$ 8,213.00	\$ 11,081.00	\$ 9,549.00	\$ 10,768.00	\$ 9,156.00	\$ 10,065.00	\$ 10,109.00	\$ 8,288.00	\$ 10,436.00	\$ 9,836.00	\$ 8,473.00	\$ 9,844.00	\$ 13,888.00
Sheriff	\$ 10,913.00	\$ 7,934.00	\$ 8,807.00	\$ 9,287.00	\$ 9,728.00	\$ 11,968.00	\$ 10,729.00	\$ 9,243.00	\$ 10,060.00	\$ 8,914.00	\$ 10,507.00	\$ 8,525.00	\$ 8,729.00	\$ 9,184.00	\$ 12,176.00
P.W.	\$ 11,051.00	\$ 9,041.00	\$ 10,299.00	Planning	\$ 8,876.00	\$ 6,729.00	\$ 9,375.00	\$ 11,624.00	w/Planning	\$ 8,914.00	\$ 9,839.00	\$ 9,836.00	Planning	\$ 10,384.00	\$ 10,053.00
DA	\$ 11,383.00	\$ 7,977.00	\$ 9,005.00	\$ 10,053.00	\$ 9,322.00	\$ 11,468.00	\$ 11,752.00	\$ 10,029.00	\$ 10,502.00	\$ 9,137.00	\$ 10,507.00	\$ 10,823.00	\$ 8,906.00	\$ 10,112.00	\$ 12,908.00
OC	\$ 12,240.00	\$ 6,834.00	\$ 11,346.00	Contract	\$ 10,790.00	\$ 11,559.00	\$ 13,201.00	\$ 10,732.00	\$ 10,418.00	\$ 10,319.00	\$ 11,941.00	\$ 9,433.00	\$ 9,838.00	\$ 9,870.00	\$ 12,702.00
CAO	\$ 13,465.00	\$ 11,143.00	\$ 9,896.00	\$ 7,806.00	\$ 14,667.00	\$ 11,460.00	\$ 14,193.00	\$ 11,281.00	\$ 11,014.00	\$ 10,319.00	\$ 12,500.00	\$ 13,000.00	\$ 12,438.00	\$ 11,875.00	\$ 14,093.00

Inyo Base Salaries only does not include longevity  
 California Constitutional Officers are Board of Supervisors, Sheriff, DA, and Assessor all other elected positions optional

	Bishop	Mammoth
Plumas	Assessor	
Mariposa	Auditor	\$ 12,565.00
Trinity	Bo/S	
Siskiyou	Clerk	\$ 7,714.00
Mono	DA	
Tuolumne	Sheriff	\$ 9,263.00
Lassen	Treasurer	\$ 12,565.00
Glenn	CSS	
Tehama	Planning	\$ 9,263.00
Humboldt	CAO	\$ 11,250.00
	CC	
	E. Health	
	HHS	
	CPO	
	P.W.	\$ 9,263.00
	Ag. Comm.	\$ 12,565.00
	Total	\$ 39,039.00

Revised 02-04-14

Inyo County Water Director Unique to Inyo County salary is \$9,445.00  
 Child Support Services includes 5% for Regional Director duties  
 Assessor salary reflects new amount  
 Inyo County Premium pay incorporated into salaries 10-18-13  
 Lassen County upped salaries so employee now pays PERS Employee portion of retirement 6-13



The Assessor is a constitutionally elected official whose main duty is to set values on property. Fiduciary responsibilities encompass managing, planning, organizing and directing all phases of operations in the Assessor's Office for producing an annual assessment roll. The Assessor has the responsibility for annually discovering and assessing all property within the county and determines its taxability. Determine the assessed value of the property (except for state-assessed property) to the person, business, or legal entity owning, claiming, possessing, or controlling the property on January 1. The assessor must value the property and enroll the property on the local assessment roll and apply any qualifying property tax exemptions.

The Inyo county assessor's office has identified more than 16,700 parcels of real estate and nearly 2,300 business personal property accounts including boats and aircraft.

Another function of the assessor is to determine if a real estate parcels are required to be reassessed upon a change in ownership or completion of new construction in accordance with the provisions of Proposition 13. To accomplish this task, the office staff in 2013 has analyzed 4,661 recorded documents and 731 building permits. Ownership of mobile homes is reported to the assessor from the State Department of Housing and Community Development. The assessor mails out annual listing to the US Forest Service, BLM, City LA DWP and other non-taxable jurisdictions for changes in ownership of leases.

Another function of the assessor is the mapping of all parcels of real estate within Inyo County and performance of audits of business personal property owners.

The assessor processes and applies all legal exemptions, reducing the tax liability on property that qualifies. The most common exemption is the homeowners' exemption. Also available are the Veteran, Disabled Veteran, School, Museum/Library, Welfare, Church and Religious exemptions.

The assessor is also required to justify before the Assessment Appeals Board any assessment that has been appealed with a timely filing of a formal application for reduction of assessed value.

The Assessor's office also generates a supplemental roll. Supplemental assessments are processed monthly, unlike the annual assessment roll which is based upon the annual January 1 lien date. Supplemental assessments were created by Senate Bill 813 in 1983 and designed to identify changes in assessed value that occur during the fiscal year such as changes in ownership and new construction. They are a one-time addition to the traditional annual assessment and tax bill and are prorated for the remaining portion of the fiscal year.

Proposition 8 is an important voter-approved tax reform designed to allow the assessor to temporarily reduce assessments when property values have declined to where the market values on January 1 are below the value on the assessment roll. In 2013 the Inyo County assessor has reviewed over 2000 parcels for a decline in value and must review them each year until the January 1 market value is above the Proposition 13 factored base year value.

The Assessor's operation is governed by the California State Constitution, California Revenue and Taxation Code, Property Tax Rules – California Code of Regulations, Related Court Decisions and Related Inyo County Ordinances.

The Assessor receives guidance and/or oversight from the California State Board of Equalization, the local Board of Equalization, California Assessors Association and Inyo County Counsel. The State Board of Equalization periodically reviews (audits) every county assessor's office and publishes its findings in an Assessments Practices Survey Report.

The Assessor's office provides support to other Inyo County Departments, local agencies and districts with the parcel data it maintains.

**Total Reported Positions MONTHLY SALARY**

<b>AMADOR</b>	11	\$8,258	GOOD COMP
<b>BUTTE</b>	38	\$10,520	
<b>DEL NORTE</b>	8	\$8,940	GOOD COMP
<b>EL DORADO</b>	35	\$10,648	
<b>HUMBOLDT</b>	32	\$9,260	
<b>IMPERIAL</b>	30	\$8,345	
<b>MADERA</b>	25.5	\$9,556	
<b>MONO</b>	10	\$9,564	GOOD COMP
<b>NEVADA</b>	22.5	\$9,957	
<b>SAN BENITO</b>	15.5	\$11,759	
<b>SIERRA</b>	4.7	\$11,302	GOOD COMP
<b>TEHAMA</b>	16	\$8,115	
<b>YOLO</b>	27	\$11,473	

AVE \$9,822.85

AVE GOOD COMP \$9,516.00

**CALIFORNIA STATE BOARD OF EQUALIZATION**  
**CALIFORNIA ASSESSORS' OFFICES AND ASSESSMENT APPEALS BOARDS' SALARY AND**  
**BENEFITS SURVEY**

2011-12 Salary and Benefit Survey August 2012

**AMADOR**

<i>Total Reported Positions:</i> 11	<b>NO. OF POSITIONS</b>	<b>MONTHLY SALARY</b>
<b>TITLE</b>		
County Assessor	1	\$8,258

**BUTTE**

<i>Total Reported Positions:</i> 38	<b>NO. OF POSITIONS</b>	<b>MONTHLY SALARY</b>
<b>TITLE</b>		
County Assessor	1	\$10,520

**DEL NORTE**

<i>Total Reported Positions:</i> 8	<b>NO. OF POSITIONS</b>	<b>MONTHLY SALARY</b>
<b>TITLE</b>		
County Assessor	1	*\$6,093 – 8,940
<i>* +10 percent increase per term (2<sup>nd</sup> – 4<sup>th</sup> term)</i>		
<i>+5 percent increase per term (5<sup>th</sup> and 6<sup>th</sup> term)</i>		
<i>Assessor is in 2<sup>nd</sup> term = \$6,702</i>		

**EL DORADO**

<i>Total Reported Positions:</i> 35	<b>NO. OF POSITIONS</b>	<b>MONTHLY SALARY</b>
<b>TITLE</b>		
County Assessor	1	\$10,648

**HUMBOLDT**

<i>Total Reported Positions:</i> 32	<b>NO. OF POSITIONS</b>	<b>MONTHLY SALARY</b>
<b>TITLE</b>		
County Assessor	1	\$9,260

**IMPERIAL**

<i>Total Reported Positions:</i> 30	<b>NO. OF POSITIONS</b>	<b>MONTHLY SALARY</b>
<b>TITLE</b>		
County Assessor	1	\$8,345

**MADERA**

<i>Total Reported Positions:</i> 25.5	<b>NO. OF POSITIONS</b>	<b>MONTHLY SALARY</b>
<b>TITLE</b>		
County Assessor	1	\$9,556

**MONO****Total Reported Positions: 10** TITLE**NO. OF POSITIONS****MONTHLY SALARY**

County Assessor

1

\$9,564

**NEVADA****Total Reported Positions: 22.5****NO. OF POSITIONS****MONTHLY SALARY**

TITLE

County Assessor

1

\$9,957

**SAN BENITO****Total Reported Positions: 15.5****NO. OF POSITIONS****MONTHLY SALARY**

TITLE

County Assessor

1

\$9,209 – 11,759

**SIERRA****Total Reported Positions: 4.7****NO. OF POSITIONS****MONTHLY SALARY**

TITLE

County Assessor

1

\$8,434 – 11,302

**TEHAMA****Total Reported Positions: 16****NO. OF POSITIONS****MONTHLY SALARY**

TITLE

County Assessor

1

\$8,115

**YOLO****Total Reported Positions: 27** TITLE**NO. OF POSITIONS****MONTHLY SALARY**

County Assessor

1

\$11,473



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:

**AGENDA NUMBER**

25

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

**FROM:** HEALTH & HUMAN SERVICES, Behavioral Health

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Approval of Contract with Alpine Counseling Center

**DEPARTMENTAL RECOMMENDATION:**

Request your Board ratify the contract between the County of Inyo and Alpine Counseling Center for the provision of addiction treatment services in an amount not to exceed \$10,319.50, for the period of January 1, 2014, through June 30, 2014, and authorize Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This signed contract was returned to our office in the second week of January. We began routing it through the approval process as soon as it was received.

Health and Human Services continues to support funding for our local drug court program. The funding we applied for annually was realigned in 2011 and can be used for any addiction treatment services in our department. We wish to continue to assist with the funding for addiction treatment services for the drug court program as long as we are able. As we informed your Board last year, we no longer have funding for our Substance Abuse Crime Prevention Act (SACPA) program but still receive referrals for this program and for other criminal justice programs/clients. We have been able to divert other funding to stay fully funded in our programs this year, however, this will not continue indefinitely. At some point we will need to prioritize our program funding and may be asking for a policy decision from your Board.

Additionally this year, in order to move from a calendar year to a fiscal year, this contract will be for a six month period. In July 2014, we will prepare a fiscal year contract for the next twelve months.

The funds for drug court will be spent on assessments, counseling, drug testing, outcome reporting and for bio-psycho-social evaluations through the Alpine Counseling Center as in the past. HHS will administer the funds.

**ALTERNATIVES:**

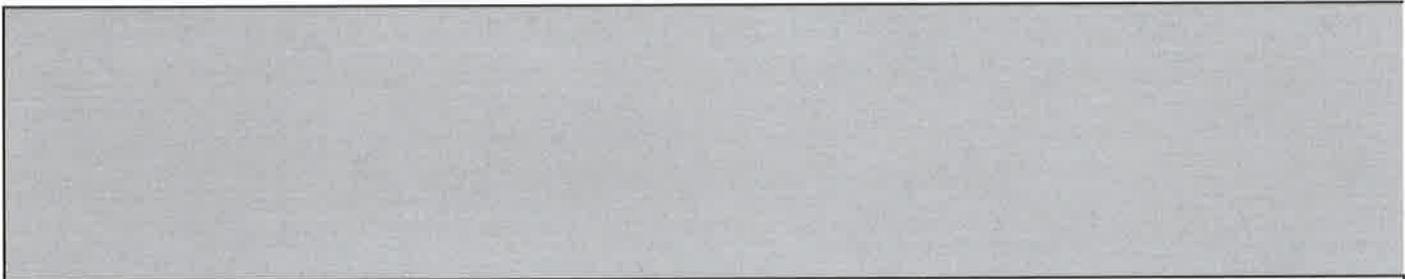
Your Board could deny approval of this contract and Inyo's funds could be redirected to our Substance Use Disorders program.

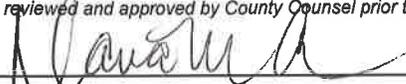
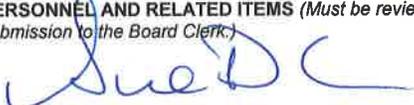
**OTHER AGENCY INVOLVEMENT:**

Inyo County Superior Court, Inyo County Probation, Alpine Counseling Center

**FINANCING:**

100% 2011 Realignment funds, that are designated for SUD services. This expense is budgeted in SUD (045315) in Professional Services (5265). No County General Funds.



<b>COUNTY COUNSEL:</b> 49	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>1-28-14</u> Date:
<b>AUDITOR/CONTROLLER:</b> CPM	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes 1/31/14</u> Date:
<b>PERSONNEL DIRECTOR:</b> J	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>J 1/29/14</u> Date:

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) Jean Turner Date: 2-3-14

**AGREEMENT BETWEEN COUNTY OF INYO**  
AND Alpine Center for Counseling & Recovery  
FOR THE PROVISION OF Addiction Treatment SERVICES

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Addiction Treatment services of Alpine Center for Counseling & Recovery of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from January 1, 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 \$10,319.50 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	
Health & Human Services	Department
163 May Street	Street
Bishop, C 93514	City and State

Contractor:	
Alpine Center for Counseling & Recovery	Name
375 E. Line Street	Street
Bishop, CA 93514	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**  
Alpine Center for Counseling & Recovery

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** Addiction Treatment **SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By:   
Signature

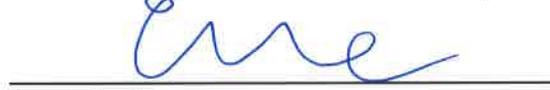
ROBERT DIBBLE PH.D.  
Print or Type Name

Dated: 1-14-2014

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

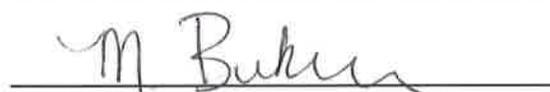
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
Alpine Center for Counseling & Recovery  
**FOR THE PROVISION OF** Addiction Treatment **SERVICES**

**TERM:**

**FROM:** 01/01/14 **TO:** 06/30/14

**SCOPE OF WORK:**

Under the direction of the Inyo County Alcohol and Drug Administrator, Contractor shall provide for enrolled drug court participants, the following services: 1) individual and group substance use counseling services, 2) client assessments, 3) bio-psycho-social evaluations, 4) individual and group anger management/violence prevention, 5) drug testing and 6) detoxification services, and 7) associated data outcomes reporting.

In order to ensure accurate data collection and outcome measures for addiction treatment in our programs, Contractor will ensure the following:

- 1) DATAR information shall be entered into the California Alcohol and Drug Programs (ADP) website by the fifth (5th) of each month for services provided during the prior month to ensure compliance with ADP regulations.
- 2) CalOMS data shall be provided to the Inyo County Substance Use Disorders Program Supervisor within one week of entering the program, with all fields completed, for clients who are successful candidates and are enrolled in the Drug Court Program. County will not reimburse Contractor for clients who are awaiting approval into program. The required CalOMS data collection form will be provided to the Contractor.
- 3) For each client who completes or is terminated by the Drug Court Program, Contractor shall provide a completed CalOMS data collection form to the Inyo County Substance Use Disorders Program Supervisor within one week of the client exiting the program.
- 4) Contractor shall obtain outcome measures by following up with each client upon completion of their program at three months of completion, six months of completion and twelve months of completion using the CalOMS data collection form to capture life domain data and sobriety information. (see attached form)

Contractor will submit an invoice for the actual monthly expenditures and County will reimburse based on the actual expenditures up to the maximum monthly amount (1/6 of the total contract amount.) The total amount of the contract is \$10,319.50. All monthly data must be submitted for the invoice to be paid.

Contractor will be financially responsible for any audit exceptions around allowable expenditures.

Contractor will cooperate with and participate in fiscal and program contract monitoring activities, as required by the Inyo County Alcohol and Drug Administrator or her designee.

Contractor will participate in no cost trainings regarding best practices and program and data submission as required by the California Alcohol and Drug Programs (ADP).

**ATTACHMENT B**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
Alpine Center for Counseling & Recovery  
**FOR THE PROVISION OF** Addiction Treatment **SERVICES**

**TERM:**

**FROM:** 01/01/14 **TO:** 06/30/14

**SCHEDULE OF FEES:**

For services rendered, and upon receipt and approval of monthly invoices and completed data entry as required, the County agrees to compensate the Contractor for actual expenditures incurred during each invoice period, not to exceed the amount specified below.

Contractor will submit an invoice for the actual monthly expenditures and County will reimburse based on the actual expenditures up to the maximum monthly amount (1/6 of the total contract amount). If Contractor's expenses are less than the monthly maximum, those differences may be reconciled with future months' funds, within the same calendar year, so long as the Contractor is continuing to provide services pursuant to this contract within those same future months. The monthly invoice shall be submitted by Contractor to the County by the fifth (5th) of the month following the end of the month for services delivered in the previous month, and shall be paid by the County by the end of the month after the monthly invoice is received. Appropriate backup showing the actual expenditures and verification of DATAR data submission must also be attached to the invoice. Additionally, required CalOMS data collection forms must be submitted on an ongoing basis as specified in the Scope of Work to the Inyo County Substance Use Disorders Supervisor before payment will be authorized each month.

The terms of this contract are contingent upon continued State funding.

Contract Period:	Total Amount of Funding:
January 1, 2014 – June 30, 2014	\$10,319.50

The rates for services are as follows:

1. Assessments: \$100
2. Substance Use Counseling services: Group Sessions \$40  
Individual Sessions \$100
3. Bio-psycho-social evaluations: \$150
4. Anger management/Violence prevention: Group Sessions \$25  
Individual Sessions \$75
5. Detoxification services: \$100

**ATTACHMENT C**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
Alpine Center for Counseling & Recovery  
**FOR THE PROVISION OF** Addiction Treatment **SERVICES**

**TERM:**

**FROM:** 01/01/14 **TO:** 06/30/14

**SEE ATTACHED INSURANCE PROVISIONS**



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

26

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** February 18, 2014

**SUBJECT:** Sustainable Communities Planning Grant

**RECOMMENDATION:** Review the draft application in response to the 2013 Request for Proposals for the Sustainable Communities Planning Grant and Incentives Program issued by the State of California Strategic Growth Council, provide input, and adopt a resolution approving filing the grant application.

**SUMMARY DISCUSSION:** Staff has considered over the past several years possibly preparing a Specific Plan for North Sierra Highway from the intersection of US 395 and Highway 6 westerly past the Bishop Paiute Casino. A Request for Proposals (RFP) has been issued by the State of California Strategic Growth Council for planning for these types of projects.<sup>1</sup> The Board reviewed the RFP on January 28, 2014 and directed staff to prepare an application.

Staff has prepared a draft application (refer to Attachment 1) in consultation with numerous other relevant agencies and stakeholders, and plans to continue to update the application over the next several weeks. Input regarding the draft application from the Board is requested. The grant also requires a resolution, which staff has drafted (Attachment 2). The City of Bishop adopted a resolution approving a joint application with the County on February 10, 2014.

**ALTERNATIVES:** Direct staff to not proceed with the grant application. This is not recommended due to the extraordinary opportunity the RFP presents.

**OTHER AGENCY INVOLVEMENT:** None immediately; potential participants in any Specific Plan include the City of Bishop, Inyo Local Transportation Commission (LTC), State of California Department of Transportation (Caltrans), the City of Los Angeles Department of Water and Power, the Bishop Paiute Tribe, the Eastern Sierra Community Services District, the Tri-County Fair, Mule Days, the Great Basin Unified Air Pollution Control District, and others.

**FINANCING:** General fund resources are utilized to monitor and apply for this type of grant funding. The grant requires a 10-percent match, five-percent of which may be in kind. Staff believes that the Planning Department can absorb this over a three year period, and has requested that the City of Bishop and the LTC assist.

<sup>1</sup>

Refer to [http://sgc.ca.gov/planning\\_grants.html](http://sgc.ca.gov/planning_grants.html).

**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 Long-Williams</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Handwritten Signature]*

Date: *2/13/14*

Attachments

1. Draft Application
2. Resolution

## **Proposal for North Sierra Highway Specific Plan – City of Bishop and Inyo County Summary Statement**

The City of Bishop and Inyo County propose to develop a Specific Plan for North Sierra Highway, including an Environmental Impact Report (EIR), to promote sustainable development and redevelopment for this diverse commercial strip. The funding requested through the Strategic Growth Council is necessary because funds for strategic planning are not currently available through County or City resources. Bishop is the only incorporated city in the County, and Sierra Highway (i.e., Highway 395) is the primary north-south route through the County, providing the main artery through the County for its approximately 18,000 people. The City's approximate regional population is 12,000, with about 5,000 living in the City proper. On the north side of the City, US Route 6 splits off from Highway 395, which jogs to the west before aligning more northerly again; this portion of Highway 395 is known locally as North Sierra Highway.

Most of the lands adjoining North Sierra Highway are within unincorporated Inyo County. Portions of the City of Bishop and the Bishop Paiute Tribe reservation border it as well. Two prominent local landmarks lie at each end of this strip: (1) the Tri-County Fairgrounds on the east and (2) the Bishop Paiute Casino on the west. This stretch of North Sierra Highway provides a unique opportunity for smart growth in a rural context to protect open space, provide for sustainable economic development, promote regional cooperation across a broad spectrum of interests, energize transit and non-motorized travel modes, reduce automobile use, develop affordable housing, invigorate and revitalize an auto-oriented commercial area with infill and compact development, promote equity, and better protect natural resources and agricultural lands.

North Sierra Highway developed post-World War II and is largely oriented towards the automobile. An eclectic mix of businesses and residential enclaves lie along the strip, providing an agglomeration of streetscapes of varying age and style. Operated by Caltrans, Highway 395 is a four-lane divided highway with a right-of-way width of approximately 80 feet. Sidewalks and other street amenities are developed haphazardly throughout its length. Bicyclists and pedestrians rely on the North Sierra Highway corridor as a primary connector between residential areas and the community's only grocery store. Class II bicycle lanes are present along the North Sierra Highway, however, bike lanes are shared with frequent pedestrian traffic, which has no alternative paths to access basic goods and services aside from walking on the highway. Transit is provided along the Corridor by the Eastern Sierra Transit Authority by fixed-route and demand responsive services. Wastewater service is provided by onsite wastewater treatment systems or sewerage systems operated by the Eastern Sierra Community Services District, the Bishop Paiute Tribe, and the City of Bishop. Water is provided by onsite wells, and connection to the City's system could be advantageous.

The Tri-County Fair is a focal point of the community and largely inward-oriented. The City's main festival and tourist event, Mule Days, centers around the Fairgrounds. Other activities take place at the Fairgrounds throughout the year. Opportunities to reorient the Fairgrounds towards North Sierra Highway through infill development and a remix of Fair uses could work to

energize the street and connect North Sierra Highway to Main Street in Bishop. The Fair and its partners are working on concepts for a Mule Museum and new main northern entry on North Sierra Highway. Fair uses that currently take place in these areas would need to be relocated elsewhere, most likely in the Specific Plan area. The County is considering a consolidated office building nearby just to the west of the intersection of Highway 6 and 395, further leveraging the potential to activate this northern Bishop district.

The Bishop Paiute Tribe operates a successful casino and other commercial facilities at the opposite end of North Sierra Highway. The complex is a popular destination for locals and visitors alike, and the Tribe has considered expansion of the Casino, development of accommodations and retail, and other amenities. Although a Specific Plan cannot be binding on the Tribe, participation of the Tribe would facilitate planning consistent with off-reservation uses through an all-lands approach. The Tribe could also utilize the Specific Plan for its own purposes.

A diverse mix of commercial establishments, manufacturing businesses, residential areas, open space, ranches, institutions, and other uses lie in between the Fair and the Casino. The City of Los Angeles Department of Water and Power manages much of the open space along the corridor. Various sectors of these lands have been identified for release pursuant to the Long-term Water Agreement with Inyo County, providing excellent opportunities for infill development. Due to LADWPs land management in the area around Bishop and elsewhere in the County, opportunities for infill development and strategic economic growth are infrequent, thus the benefits of a Specific Plan for the North Sierra Highway corridor are far reaching. Potential constraints include sensitive biological resources, agricultural operations (and the need to relocate if development proceeds), cultural resources, and aesthetics. It is anticipated that strategic development within the Corridor will reduce stresses to these resources elsewhere in the region, consistent with County plans.

The County's 2001 General Plan envisions focused development in and adjacent to existing communities, including mixed-uses along North Sierra Highway. The County General Plan also encourages walking, biking, transit, equestrian, and other non-automobile modes. The County codified the General Plan's vision for the area with the Central Business rezone in the late 2000s, but development of such uses has been slow to materialize, and could be catalyzed by a more comprehensive focused planning effort for the Corridor.

The City of Bishop General Plan envisions traditional commercial and residential development within its jurisdiction in this area; efforts to craft future growth in a contemporary framework would provide superior opportunities for successful development pursuant to modern planning goals. Formed-based zoning, attention to design, reducing dependence on single-occupancy vehicle ridership, and instituting mixed-use programs into the City's policies also would be prudent.

County residents in general are significantly more elderly and less affluent than the Statewide average, and are subject to severe dust pollution from Owens Lake. Paradoxically, the County

has had difficulty applying for funding opportunities to address these unique needs due to the difficulties of working with census geographies in rural areas, and is not eligible to apply for Environmental Justice Set-Aside for this application. However, it should be noted that North Sierra Highway accommodates a diverse assemblage of inhabitants, including residents in the reservation, a mobile home park, and a failed condominium development. Within the Specific Plan area – as elsewhere in the County – the census geography includes block groups (BG) that span hundreds of miles. However, the BG that includes the Bishop Paiute reservation is relatively confined; according to the 2012 American Community Survey, 19% of persons are living in poverty, the Median Household Income is \$35,536, race is predominately American Indian, and a relatively low proportion of the population is over 65 years – the median income is almost \$10,000 under the County’s median and the poverty rate is almost twice as high as the County average. On the other hand, the only other BG in the area with a restricted geography includes a mobile home park that includes a significant proportion of Hispanic Latinos and a significantly high population of people over the age of 65.

In conclusion, development of a Specific Plan for North Sierra Highway offers a timely and excellent opportunity to guide development into the Corridor in a logical manner, taking into account local and regional goals for open space preservation, agricultural viability, transportation priorities, and sustainable economic development. The Specific Plan can evaluate appropriate land uses based on sound economic analyses, provide for cohesive streetscape and design themes, specify financing mechanisms to ensure appropriate infrastructure development, and ensure sustainable development incorporating transit, walkability, and affordable housing. An EIR can provide programmatic clearance and streamlining for Inyo County, which has not been able to benefit for State-wide CEQA streamlining efforts due to its rural characteristics. The Plan provides an excellent opportunity to bring together diverse interest groups, benefit disadvantaged communities, provide measurable results, and exemplify smart growth in a rural environment.

Title Rate	Major Task	Subtask	County		City of Bishop		SP/EIR Consultant		Economist	Tran Planner	Other Consult	Other Costs	Other Agencies		Total
			Director	Sr. Planner	Associate Planner	Planning Coord	Other	Principle					PM	Other	
	Preliminary Draft SP	Kickoff Mtg./Project Start	4	8	8	16	50	75	100	150	2,000	2,500	1,000	17,100	
		Stakeholder Interviews	4	16	16	4	16	16	24	12	2,000	2,000	1,000	13,960	
		Preliminary Research	4	16	16	8	16	40	40	24	2,500	1,000	1,000	23,880	
		Opp./Constraints Memo	4	8	8	4	8	40	40	24	2,500	1,000	500	22,240	
		SP Concept Memo	4	12	12	4	8	40	40	24	2,500	1,500	1,000	23,600	
		Charrette	8	24	24	12	16	24	20	16	3,500	3,000	2,000	27,020	
		1st Preliminary Draft SP	4	16	16	4	8	24	160	40	10,000	2,500	2,000	50,660	
		2nd Preliminary Draft SP	4	8	8	4	8	16	40	16	2,000	500	1,000	19,840	
		Public Mtg.	4	12	12	8	8	12	24	12	2,000	25,000	1,000	40,020	
		Boards/Commissions	30	60	12	4	12	24	60	12	5,000	5,000	5,000	38,500	
	NOP	Draft SP	4	8	8	4	8	40	40	16	2,000	500	1,000	19,840	
		Draft NOP	2	8	8	2	4	8	24		2,000	500	1,000	7,530	
		Final NOP	1	4	4	1	4	4	16		1,000	1,000	1,000	5,340	
	DEIR	Executive Summary	1	4	4	4	4	4	12		1,000	1,000	1,000	8,420	
		Project Description	2	8	8	2	8	20	20		10,000	1,000	1,000	5,310	
		Biology	1	4	4	4	4	4	20	40		1,000	2,000	6,310	
		Transportation	1	4	4	4	4	4	20			2,500	1,500	6,910	
		Land Use	1	4	4	4	4	4	12			2,500	1,500	6,910	
		Utilities	1	4	4	4	4	4	12			2,500	1,500	6,910	
		Services	1	4	4	4	4	4	12			2,500	1,500	6,910	
		Cultural Resources	1	8	8	4	8	8	20		10,000	2,500	2,000	5,870	
		Hydrology	2	8	8	4	4	4	16		2,500	500	2,000	4,410	
		Air Quality	1	4	4	4	4	4	12		5,000	2,500	2,000	10,410	
		Alternatives	1	4	4	4	4	4	12		5,000	2,500	2,000	10,340	
		Other Issues	1	4	4	4	4	4	12		5,000	2,500	2,000	10,340	
		Screen DEIR	4	8	8	4	8	12	16		5,000	2,500	2,000	10,340	
		DEIR	2	6	6	2	6	16	16		2,500	2,500	2,000	12,100	
		DEIR Comment Mtg.	4	12	12	8	8	12	24	12	2,000	25,000	1,000	40,020	
	FEIR	Responses	8	24	24	4	24	24	80	16	10,000	2,000	2,000	31,280	
		Update Specific Plan	4	8	8	4	8	24	80	40	10,000	2,500	2,000	41,940	
		FEIR	4	12	12	4	8	24	60	24	5,000	1,500	1,000	27,150	
		Boards/Commissions	30	60	12	4	12	24	60	12	5,000	5,000	5,000	38,500	
	Final SP	Preliminary Final SP	4	8	8	4	8	40	40	16	2,000	500	1,000	19,840	
		Boards/Commissions	30	60	12	4	12	24	60	12	5,000	5,000	5,000	38,500	
		Final SP	4	8	8	4	8	40	40	16	2,000	500	1,000	19,840	
		Imp. Tools/Ords.	8	8	8	2	12	40	40	16	2,000	500	1,000	30,880	
	Meetings	Meetings	40	80	80	24	24	80	80	40	5,000	5,000	5,000	64,870	
	Total		233	554	410	143	318	476	1212	428	132,500	108,000	69,000	754,490	
	Labor Subtotal														
			\$ 17,475	\$ 27,700	\$ 16,400	\$ 4,290	\$ 15,900	\$ 35,700	\$ 56,525	\$ 159,000	\$ 121,200	\$ 64,200	\$ 76,200		

Resolution No: \_\_\_\_\_

**COUNTY OF INYO**

**APPROVING THE FILING OF APPLICATION FOR GRANT FUNDS FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND INCENTIVES PROGRAM UNDER THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION BOND ACT OF 2006 (PROPOSITION 84)**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval of filing an application by Inyo County before submission of said application to the State; and

WHEREAS, Inyo County, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

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

1. Approves the filing of a joint application for the North Sierra Highway Specific Plan with the City of Bishop (Proposal), with Inyo County being the Lead Applicant, in order to become a sustainable community;
2. Certifies that Inyo County understands the assurances and certification in the application; and
3. Certifies that Inyo County will have sufficient funds to develop the Proposal or will secure the resources to do so; and
4. Certifies that the Proposal will comply with any applicable laws and regulations; and
5. Certifies that if the Inyo Local Agency Transportation Commission does not provide the grant matching funds, that Inyo County will provide a five percent match of the total grant funds, and, regardless, Inyo County will provide five percent of the total grant funds consisting of staff time, less any resources provided by the City of Bishop; and
6. Appoints the Inyo County Administrative Officer or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned Proposal.

Approved and adopted the 18<sup>th</sup> day of February 2014. I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the Inyo County Board of Supervisors.

**Following Roll Call Vote:**

Ayes:	_____
Nos:	_____
Absent:	_____

\_\_\_\_\_  
Clerk/Secretary



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

27

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** February 18, 2014

**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

<b><u>APPROVALS</u></b>	
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

28

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** February 18, 2014

**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)

(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

29

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** February 18, 2014

**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

30

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** February 18, 2014

**SUBJECT:** Continuation of proclamation of local emergency

**DEPARTMENTAL RECOMMENDATION:** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

**SUMMARY DISCUSSION:** - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme draught conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

<b><u>APPROVALS</u></b>	
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)

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

Date: \_\_\_\_\_