

Agenda



County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

June 19, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Kern County Superior Court Case No. BCV-18-10069 (Well 385).**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – County of Inyo v. Los Angeles Department of Water and Power, Kern Superior Court Case No. BVC-18-101261 (Eminent Domain - Independence); Case No. BVC-18-101260 (Eminent Domain – Lone Pine); and Case No. BVC-18-101262 (Eminent Domain - Bishop)**
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Neylon v. County of Inyo et al., United States District Court Eastern District of California Case No. 1:16-CV-00712-AWI-JLT**
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8] – Property: APN 005-068-05, 310 AND 311 Jackson Street, Lone Pine, California. Agency Negotiators: Kevin Carunchio, County Administrator, Marshall Rudolph, County Counsel, Clint Quilter, Director Public Works, and Marilyn Mann, Director Health and Human Services. Negotiating parties: Inyo County and Estate of Ruby Branson Trust. Under negotiation: price and terms of payment.**
6. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Kevin Carunchio, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**
7. **PUBLIC EMPLOYMENT/PERFORMANCE EVALUATION [Pursuant to Government Code §54957] – Title: County Administrator.**

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10:00 a.m. PLEDGE OF ALLEGIANCE

8. **REPORT ON CLOSED SESSION**
9. **PUBLIC COMMENT**
10. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
11. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Deanna Briggs, Child Support Specialist, Child Support Services; and Casey Dean, Building Maintenance Worker, Claude R. Felton, Custodian, and Jeff Smith, Equipment Operator, Public Works.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **Advertising County Resources** – Request Board approve a final payment from the 2017-2018 Advertising County Resources Budget in the amount of \$3,033 to the Lone Pine Chamber of Commerce for the Wild Wild West Marathon and Ultra runs.
13. **Personnel** – Request Board approve the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services – General Labor and Employment Advice and representation in the amount of \$320,000 for the period of July 1, 2018 to June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the Chairperson to sign.
14. **Risk** – Request Board approve the Agreement between the County of Inyo and Porter Scott, A Professional Corporation (Carl Fessenden, Esq., Contact) for the provision of Civil Litigation Attorney Services in an amount not to exceed \$210,000 for the period of July 1, 2018 through June 30, 2019, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

ENVIRONMENTAL HEALTH

15. Request Board: A) declare IDEXX Laboratories, Inc. of Westbrook, ME a sole-source provider of certain water laboratory supplies; and B) authorize a blanket purchase order to IDEXX Laboratories, Inc. of Westbrook, ME in an amount not to exceed \$7,000 for the purchase of water testing supplies for the period of June 19, 2019 through June 30, 2019.

PLANNING

16. **LAFCO** – Request Board: A) approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in an amount not to exceed \$19,729 for the period of July 1, 2018 through June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget; and B) authorize the Chairperson to sign and direct the Planning Department and County Counsel to provide services as outlined in the contract.

PROBATION

17. Request Board approve the agreement with Kern County Juvenile Hall for ward housing services for the period of June 30, 2018 through June 30, 2021, and authorize the Chief Probation Officer to sign.

PUBLIC WORKS

18. **Road Department** – Request Board: A) declare Etchemendy Engineering, Inc. of Reno, NV a sole-source provider for the design of the Jail Domestic Water Repipe Project; B) approve the contract between the County of Inyo and Etchemendy Engineering, Inc. of Reno, NV for engineering services for a lump-sum amount of \$15,500; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained.

SHERIFF

19. Request Board approve an agreement between Atlas Business Solutions, Inc. of Fargo, N.D. and the County of Inyo for access to the web-based employee scheduling software "ScheduleAnywhere" in an amount not to exceed \$6,300 for the period of July 1, 2018 through June 30, 2023, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

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

20. **BOARD OF SUPERVISORS – Chairperson Totheroh** – Request Board: A) discuss possible changes to the 2018 Board of Supervisors committee assignments in light of scheduling conflicts; and B) if determined necessary, direct the Board Clerk to return with a future agenda item outlining those changes for Board approval.
21. **BOARD OF SUPERVISORS** – Request Board appoint a voting delegate and alternate for the upcoming 83rd Annual NACo Conference, being held July 13-16, 2018 in Nashville-Davidson County, TN, and authorize the Chairperson to sign the NACo credentials form on behalf of Inyo County.
22. **WATER DEPARTMENT** – Request Board consider adopting a proposed settlement agreement reached by negotiators from the County and LADWP to settle various disputes and lawsuits related to testing of Well W385 and to provide for further mitigation of the Five Bridges Impact Site.
23. **WATER DEPARTMENT** – Request Board approve a letter of support for Starlite Community Service District's request to the California Department of Water Resources for a modification to the boundary of the Owens Valley Groundwater Basin, and authorize the Chairperson to sign.
24. **HEALTH AND HUMAN SERVICES** – Request Board ratify and approve purchases from Safeway/Vons in the amount of \$9,861.93 and authorize an additional blanket purchase order in the amount of \$2,000 for outstanding invoices and the remainder of the fiscal year.
25. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Residential Caregiver position exists in the non-General Fund Mental Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment but an open recruitment may be required if there are no internal candidates; and C) approve the hiring of one (1) Residential Caregiver at Range 53 (\$3,010 - \$3,659).
26. **COUNTY ADMINISTRATOR** – Request Board adopt the modified Fiscal Year 2017-2018 Board Approved Budget as the Preliminary Budget for Fiscal Year 2018-2019 and approve the Fixed Assets as recommended by staff (4/5ths vote required).
27. **COUNTY ADMINISTRATOR – Purchasing** – Request Board: A) declare certain property surplus; B) authorize the transfer thereof to other entities and non-profit organizations (4/5ths vote required); C) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 27, 2018; and D) authorize the auction to take place at the Building and Maintenance yard located at 136 South Jackson Street, Independence (4/5ths vote required).
28. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
29. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

30. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation to continue the local emergency known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.
31. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Gully Washer Emergency” that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
32. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff’s recommendation regarding continuation of the local emergency known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
33. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of June 5, 2018.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

- 11:30 a.m. 34. **PRESENTATION** – Request Board receive update from Public Agency Retirement Services (PARS) representatives on the status of the County’s Other Post-Employment Benefits (OPEB) Account.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.

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

35. **PUBLIC COMMENT**

CORRESPONDENCE – INFORMATIONAL

36. **Inyo County Sheriff** – Sheriff’s Office and Jail Overtime Reports for May 2018.

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Final County of Inyo Community Project Sponsorship Payment to the Lone Pine Chamber of Commerce for successfully completing a 2018 Community Project Sponsorship Project.

DEPARTMENTAL RECOMMENDATION: Request your Board approve a final payments from the 2017-18 Advertising County Resources Budget, 011400, to the Lone Pine Chamber of Commerce for \$3,033 for the Wild Wild West Marathon and Ultra runs (Object Code 5587).

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2017-18 County of Inyo Line Item Community Project Sponsorship Fishing Derby Grant in the amount of \$6,066 to help sponsor the Wild Wild West Marathon. After contracts were finalized, 50 percent the grant funds were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,033. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.



Excellent weather contributed to a larger-than-average number of runners for this year's event. About 250 runners completed their course, either a marathon or longer, ultra-run.

ALTERNATIVES: The Board could deny the requests.

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

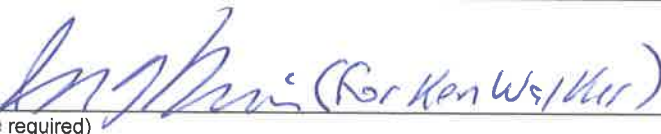
FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2017-18 Advertising County Resources Budget (011400) in the Object Code noted in the Departmental Recommendation.

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 <u>6/4/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

 (For Ken Weiler)

Date: 6-2-18



May 16, 2018

Inyo County Board of Supervisors
Drawer N
Independence CA 93526

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2018 Wild Wild West Marathon and Ultras.

This year the weather was amazing and we had about 250 runners complete their course.

This is a great race that keeps bringing people from all over the world to our area and we thank you so much for all you do to benefit our communities.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen New".

Kathleen New
President/CEO
Lone Pine Chamber of Commerce



Celebrate our
40th Year
of Running!



May 5, 2018

All 1978 Runner's Run FREE

Run in the shadow of the High Sierra
and through the Alabama Hills.

Start at 4,500 ft, climb to 8,600 ft. & end at 3,700 ft.

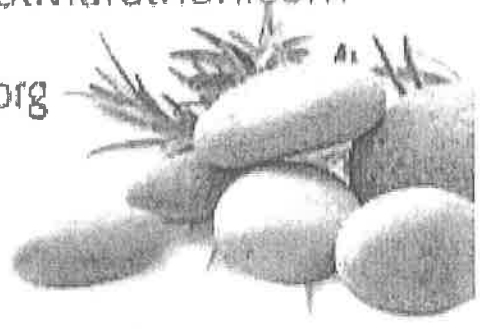
REGISTER AT: www.UltraSignUp.com

MORE DETAILS VISIT: www.WildWildWestMarathon.com

director@lonepinechamber.org

760.876.4444

Free Entry
for all active
Military
Personnel



FIND US ON 

Sponsored by the Lone Pine Chamber and Inyo



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Administration - Personnel

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Approval of contract for Legal Services-General Labor and Employment Advice and Representation

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, and representation for the period July 1, 2018 to June 30, 2019 with a contract amount of \$320,000.00, and authorize the Chairperson to sign the Contract contingent upon Board of Supervisors approval of the FY 18/19 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In order to provide the County with advice and representation in specialized employment and labor law matters, it is recommended that the County contract with Atkinson, Andelson, Loya, Ruud & Romo for these legal services. The County has utilized the services of their partner Irma Rodriguez Moisa to provide advice and representation in several employment and labor law matters. Ms. Moisa and the firm that she is part of specialize in representing California Public Entities in employment and labor law matters.

ALTERNATIVES:


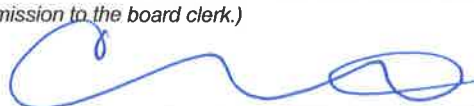
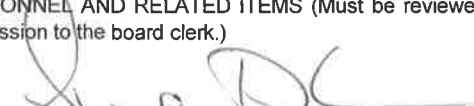
The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Personnel Department has budgeted for this contract in FY 2018/2019 Personnel Budget Unit 010800.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/12/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eyes</u> Date <u>6/8/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>6/11/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Kevin Carunchos

Date: 6/11/18

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

by She DC

**AGREEMENT BETWEEN COUNTY OF INYO
AND IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo 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 the County Administrator, County Counsel, or their respective designees. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. 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 Contractor for travel or per diem expenses which are either in excess of

the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. 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, including travel and per diem expenses, if any, shall not exceed **\$320,000.00** Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. 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.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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment), 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 items not specifically set forth in the Schedule of Fees (Attachment B), 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 REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

A. 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 **\$1,000,000.00** 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** 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 \$ N/A per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim.

If the Contractor 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.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

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

2. Primary Coverage.

For any claims related to this contract, the Contractor'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 Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. 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 Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. 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.

E. 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor 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 Contractor'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.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. 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.

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:

Personnel Department Department
P.O. Box 249 Address
INDEPENDENCE, CA 93526 City and State

CONTRACTOR:

Atkinson, Andelson, Loya, Ruud & Romo Name
12800 Center Court Drive, Suite 300 Address
Cerritos, CA 90703 City and State

26. ENTIRE AGREEMENT.

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

Irma Rodriguez Moisa
Type or Print Name

Dated: June 6, 2018

APPROVED AS TO FORM AND
LEGALITY:



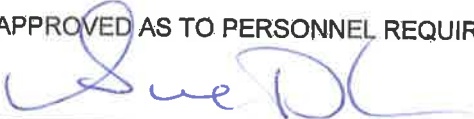
County Counsel

APPROVED AS TO ACCOUNTING FORM:




County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

dg/Contracts/MiscAgreements/IrmaRodriguezMoisa.123

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 2018 TO: June 30, 2019

SCOPE OF WORK:

Contractor shall provide general labor and employment advice and representation upon request of Client.

ATTACHMENT A-1

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2014 TO: June 30, 2015

**COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"); and of IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo, referred to herein as Business Associate ("BA"). This Agreement is effective as of July 1, 2018, (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any Information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of

BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

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

purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(l)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

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

5. Amendment

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy

Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

COVERED ENTITY

County of Inyo
By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

By: 

Print Name: Irma Rodriguez Moisa

Title: Partner

Date: June 6, 2018

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCHEDULE OF FEES:

1. COMPENSATION

Partners: \$300-\$375
Associates: \$235-\$270
Paralegals: \$150/hr.

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice.

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopy charges (at \$0.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the county's request and will be billed at cost.

Per diem travel from portal to portal will be at the current IRS rate.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

AGENDA NUMBER

14

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

FROM: Administration, Risk Management

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Approval of Contract for Legal Services – Civil Litigation

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Agreement between the County of Inyo and Porter Scott, A Professional Corporation, (Carl Fessenden, Esq., Contact) for the provision of Civil Litigation Attorney Services, in an amount not to exceed \$210,000, for the period July 1, 2018 through June 30, 2019, contingent upon the Board's adoption of future budgets and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

In order to provide the County with advice and representation in specialized civil litigation, it is recommended that the County continue to contract with Porter Scott, a Professional Corporation, (Carl Fessenden, Esq., Contact), for these legal services. Carl Fessenden, Esq., has provided legal services to the County since December 9, 2015 and has performed as a highly skilled and competent civil litigation attorney in public entity defense and whose services have contributed significantly to the County's ability to successfully defend itself and its officers and employees in a variety of routine, complex and highly specialized public entity litigation.

ALTERNATIVES:



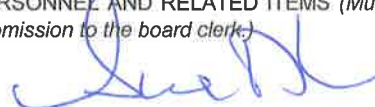
The County could decline to approve the Agreement with Porter Scott, A Professional Corporation, and attempt to find other legal counsel to assist the County in these matters or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding for the recommendation of this Agreement is paid out of the County's Liability Trust Account Budget #500903.

APPROVALS

BUDGET OFFICER: 	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i>  Approved: <u>yes</u> Date <u>6/6/18</u>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>6/6/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/6/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>6/6/18</u>

DEPARTMENT HEAD SIGNATURE:  Date: 6/6/18
(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL COPORATION
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of PORTER SCOTT, A PROFESSIONAL CORPORATION, of Sacramento, 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 County Counsel, County Administrator, or their respective designees. 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, 2018 through June 30, 2019, 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Administrator, Risk Management. 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 Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. 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, including travel and per diem expenses, if any, shall not exceed \$210,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

G. 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 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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), 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 items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. 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 further 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. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

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:
County Administrator, Risk Management Department
163 May Street Street
Bishop, CA 93514 City and State

CONTRACTOR:

Carl Fessenden, Esq.

PORTER SCOTT, A PROFESSIONAL CORP. Name

350 University Avenue, Suite 200 Street

Sacramento, CA 95825 City and State

26. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____


By: 
Signature

Dated: _____


Carl Fessenden - Porter Scott
Type or Print Name

Dated: 6/5/18

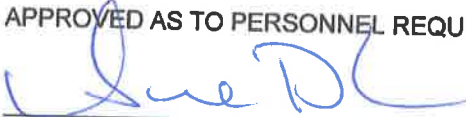
APPROVED AS TO FORM AND LEGALITY:


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 PORTER SCOTT, A PROFESSIONAL CORPORATION FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 1, 2018 through June 30, 2019

SCOPE OF WORK:

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may email to the Offices of County Counsel and Risk Management copies of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel and/or Risk Management will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his office and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel and Risk Manager one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2018 through June 30, 2019

SCHEDULE OF FEES:

1. COMPENSATION:

Partner: \$225.00/hour
Associate: \$210.00/hour
Paralegal \$105/hour
Travel: \$130/hour

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client, with Client's prior approval, in the event a particular cost item exceeds \$7,500.00 in amount; and without the prior approval of Client in the event a particular cost item totals \$7,500.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2018 through June 30, 2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and will be billed at cost.
Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND PORTER SCOTT, A PROFESSIONAL CORPORATION
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: December 9, 2015 to June 30, 2016

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.

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 Consultant. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

- 1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 20 37 forms if later revisions used).

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 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 affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Kathe Barton, Director, Environmental Health Services

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Water Laboratory Supplies Purchase

DEPARTMENTAL RECOMMENDATION:

1. Request the Board declare IDEXX Laboratories, Inc. as the sole source provider of certain water laboratory supplies for the period of June 19, 2018 through June 30, 2018, AND
2. Approve the purchase of water testing supplies by the Department from IDEXX Laboratories, Inc. by use of a blanket purchase order not to exceed \$7,000.00 for the period of June 19, 2018 through June 30, 2018.

CAO RECOMMENDATION:

None

SUMMARY DISCUSSION:

IDEXX Laboratories, Inc. is the sole distributor of the "Colilert" reagent and other laboratory supplies utilized in the enzyme substrate method of determining total and escheria coliform bacteria content in water. All water testing conducted in our lab is done via the enzyme substrate method. Laboratory procedures must adhere to the Standard Operating Procedures Manual, which specifies the utilization of the Colilert reagent for the enzyme substrate analyses. The lab is certified by the State of California every two years and must adhere strictly to the Standard Operating Procedures Manual in order to maintain certification.

Approval of this request will allow the Department to purchase the needed supplies after the purchasing deadline of May 31, 2018 and before the end of the fiscal year.

ALTERNATIVES:

As stated above, IDEXX is the sole source of these products. Utilization of a different product would jeopardize continued State certification of the lab, which would result in a dramatic drop in revenues, and the discontinuation of a valuable service to the community.

Discontinuation of the enzyme substrate method would require substitute analytical methods including multiple tube fermentation and/or heterotrophic plate counts. These methods are much more costly, have longer turnaround times and are much more labor intensive.

If these supplies are not purchased in June there is a possibility of losing revenues in July 2018 to the amount of approximately \$2,300 per week until we complete the purchase of needed lab supplies.

OTHER AGENCY INVOLVEMENT:

None



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Planning Department/Local Agency Formation Commission (LAFCo)

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Contract between the Inyo LAFCo and the County of Inyo to provide staff services


DEPARTMENTAL RECOMMENDATION: Request the Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$19,729 for the period of July 1, 2018 through June 30, 2019; authorize the Chairperson to sign; and, direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2018-2019 Budget.

SUMMARY DISCUSSION: The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCO has budgeted \$19,729 in Fiscal Year (FY) 2016-2017 for staff and counsel services.

ALTERNATIVES: The Board could not approve the contract and not direct staff to provide services to Inyo LAFCO as outlined in the contract.

OTHER AGENCY INVOLVEMENT: Inyo LAFCO

FINANCING: The Inyo LAFCO FY 2016-2017 Final Budget proposes both the City of Bishop and Inyo County contribute \$15,000 in funding for the Inyo LAFCO FY 2018-2019 Budget. Other expenses will be provided for by fund balance. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Revenues are realized in the Planning Budget (023800) and the County Counsel Budget (010700), LAFCO Fees Revenue Code (4817).

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/4/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 6/5/18

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

INTRODUCTION

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code § 56000 et seq., hereinafter referred to as "Act") governs Local Agency Formation Commission operations, policies, and procedures; and

WHEREAS, Government Code § 56384 requires Inyo Local Agency Formation Commission (hereinafter referred to as ("Inyo LAFCO")) to appoint an Executive Officer and Legal Counsel, and Government Code § 56380 allows Inyo LAFCO to contract with any public agency or private party for personnel and facilities; and

WHEREAS, Inyo LAFCO has the need for the services of the County of Inyo (hereinafter referred to as "County"), 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 County shall provide to Inyo LAFCO, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the County under this Agreement will be performed by County employees or other County contractors 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.

When County performs work or services under this Agreement, County may have such work or services performed either by its own employees or, upon approval by Inyo LAFCO, by one or more of County's contractors. County will have such work or services performed by employees or contractors who are qualified to, and capable of, doing such work. County has the right in its sole discretion to determine which employee(s) are qualified and capable, and to determine which employee(s) of those which are deemed qualified and capable, are to actually perform the work and services under this Agreement. Inyo LAFCO has no right to designate, or require the work or services to be performed by a particular County Department, class of County employees, or particular employee(s). Further, County need not obtain Inyo LAFCO's approval prior to or after incurring any travel and/or per diem, or overtime expenses in performing work or services under this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2018 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

A. County Employee(s). Where work and services are performed by County employee(s) under this Agreement, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of the (1) hourly rate costs (including overtime, if any), (2) fringe benefits cost, and (3) overhead and administrative costs (including travel and per diem, if any), for each employee who performed any work or services under this Agreement. Hourly rate costs (non overtime), including fringe benefits are set forth in Attachment B to this Agreement.

(1) Hourly Rate Costs. The product of the number of hours (rounded up or down to the nearest 1/2 (0.50) of an hour) which a County employee worked under this agreement, multiplied by the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract. Where the circumstances of the services and work requested by Inyo LAFCO under this Agreement require the County employee to work in excess of eight (8) hours per day or forty (40) hours per week (hereinafter referred to as "overtime"), and County is obligated by law or contract to compensate the employee for such overtime at a rate of one and one half (1½) times their hourly rate of pay, the hourly rate of pay for such overtime hours worked under this Agreement will be one and one half (1½) times the employee's hourly rate of pay as set by the most recent County salary ordinance, resolution, or employee contract.

(2) Fringe Benefit Costs. The product of the hourly rate costs multiplied by 40% (0.40).

(3) Overhead and Administrative Costs. The product of the hourly rate costs multiplied by 20% (0.20), plus special, travel and per diem costs if any. Where a County employee travels and/or incurs per diem expenses in performing work under this Agreement, the travel and per diem costs for such work will be the actual costs to the County for such travel and per diem. Actual costs to the County will be determined by the most recent County ordinance or resolution establishing travel and per diem reimbursement rates for County employees. Special costs are those approved in advance by Inyo LAFCO for particular specialized equipment, supplies, tools and materials to be used by County in performing under this Agreement.

(4) Exception For County Counsel. Notwithstanding the foregoing, the consideration to be paid for services of professional employees of the Office of the County Counsel shall be the flat hourly rate (inclusive of benefits and overhead) shown in Attachment B to this Agreement, plus any special, travel and per diem costs as provided in Paragraph 3.A.(3) above.

B. Other County Contractors. Where work and services under this Agreement are performed by another County contractor, the consideration to be paid by Inyo LAFCO to County for such services and work is the sum total of (1) the contract costs and (2) administrative costs for each County contractor who performs any work or services under this Agreement.

(1) Contract Costs. The total costs to the County (including all labor, travel and per diem, overhead, administrative costs, and other fees) charged by such other contractor to County for the performance of work or services under this Agreement.

(2) Administrative Costs. The product of the contract cost multiplied by 20% (0.20), plus any special costs as defined in Section 3.A.(3) above.

C. Limit Upon Amount Payable Under Agreement. Except for amounts payable to County under Section 6 for Defense and Indemnification, the total sum of all payments made by Inyo LAFCO to County for services and work performed under this Agreement, shall not exceed Nineteen Thousand Seven Hundred and Twenty Nine Dollars (\$19,729.00) hereinafter referred to as "contract limit". County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

D. Insurance. Inyo LAFCO shall, when billed, pay to County its actual cost of providing general liability insurance as set forth in the Scope of Work (Attachment A).

E. Billing and Payment. County shall submit to Inyo LAFCO, once a month, an itemized statement of all services and work described in Attachment A. This statement will be submitted to Inyo LAFCO 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. County's statement to the Inyo LAFCO will also include an itemization of any travel or per diem expenses incurred by County during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, Inyo LAFCO shall make payment to County on or before the last day of the month.

F. Federal and State Taxes. Inyo LAFCO will not withhold any federal or state income taxes or social security from any payments made by Inyo LAFCO to County under the terms and conditions of this Agreement.

4. WORK SCHEDULE.

County's obligation is to perform, in a reasonably timely manner, those services and work identified in Attachment A. It is understood by Inyo LAFCO that the performance of these services and work will require cooperation and coordination between County, Inyo LAFCO, and other parties. Inyo LAFCO and County will use their best efforts to arrange their own schedules, and coordinate with other interested parties, to ensure that services and work under this Agreement can be performed within the time frames set by mutual agreement.

5. STATUS OF PARTIES.

County is a political subdivision of the State of California. Inyo LAFCO is a special district authorized by the Act. Each party is a public entity independent of the other. Inyo LAFCO 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, County has no authority or responsibility to exercise any rights or power vested in the Inyo LAFCO. It is understood by both Inyo LAFCO 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 entity:

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

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

STATUS OF COUNTY OFFICERS AND EMPLOYEES.

A. County officers and employees while providing work and services under this Agreement, remain County officers and employees subject to the exclusive control, direction, and supervision by County.

B. County officers and employees providing work and services under this Agreement will do so in accordance with all federal and state laws applicable to the County, and in accordance with all County ordinances, resolutions, rules, regulations, policies, and Board of Supervisors directions. Exceptions to this will be made only for those Inyo LAFCO ordinances, resolutions, rules, regulations, policies, and directions which have been formally adopted by Inyo LAFCO and approved in writing by the County for implementation under this Agreement.

C. County expressly and specifically retains the right to hire, fire, and discipline any County officer or employee who provides work or services under this Agreement. If Inyo LAFCO is unsatisfied with the performance of any County officer or employee who provides work or services under this Agreement, Inyo LAFCO shall promptly notify the County and request that the County consider taking appropriate action.

D. Except as provided in this Agreement, no County officer or employee shall provide any work or services to Inyo LAFCO. Further, Inyo LAFCO shall not hire, retain, engage, contract or employ any County officer or employee except under the provisions of this Agreement.

6. WARRANTY OF ELIGIBILITY.

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>.

8. DEFENSE AND INDEMNIFICATION.

To the extent permitted by law, each party hereto shall defend, indemnify, and hold harmless the other and its officers, employees, and agents 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, its acts or omissions, or that of its officers, employees, or agents in the performance of this Agreement.

8. CANCELLATION.

This Agreement may be cancelled by either party without cause, and at will, for any reason by giving to the other party sixty (60) calendar day's written notice of such intent to cancel.

9. DEFAULT.

A. If Inyo LAFCO fails to pay County for the work and services performed by County in a timely manner, County may declare the Inyo LAFCO in default and terminate this Agreement upon thirty (30) calendar day's written notice to Inyo LAFCO. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services and work performed to the date of termination.

B. Except as provided in paragraph "A" above, if a party to this Agreement should fail to comply with the terms and conditions of this Agreement in a timely manner, the other party may declare a default and notify the "defaulting" party in writing of the facts constituting such default. Upon making such written notification, the defaulting party will have thirty (30) calendar days to cure such default. A party shall be

deemed to cure the default if within the time period set forth herein, the defaulting party begins and thereafter diligently continues to completion curing such default. Service of a notice of default on the defaulting party and allowance of said thirty (30) calendar day period for the defaulting party to commence with diligence to cure such default shall be a condition precedent to any termination of this Agreement or to the bringing of any action based upon such default. If any default is not cured or deemed cured hereunder, the non-defaulting party, at its election, may terminate this Agreement by written notice thereof to the defaulting party. Upon such termination by default, Inyo LAFCO will pay to County all amounts owing to County for services or work performed to the date of termination and County will turn over to Inyo LAFCO all information, work papers, reports, analysis of other information in County's possession as may relate to the services and work being performed hereunder.

10. 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 18 below.

11. ASSIGNMENT/SUBCONTRACTING.

This is an agreement for the services of County. Inyo LAFCO has relied upon the skills, knowledge, experience, and training of County as an inducement to enter into this Agreement. County shall not assign this Agreement, or any part of it. However, County may, with the approval of Inyo LAFCO, subcontract work or services it is to perform under this Agreement.

12. PRODUCTS OF COUNTY'S WORK AND SERVICES.

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

13. RECORDS AND AUDIT.

A. Records. County shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal, ordinances, regulations, and directions. County shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. County 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 Inyo LAFCO shall have access to any books, documents, papers, and records, including, but not limited to, financial records of County, 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 County. Further, Inyo LAFCO has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. NONDISCRIMINATION.

During the performance of this Agreement, neither party, or their agents, officers and employees, shall 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, ages, or sex. Both parties and their 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. The parties 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.

15. CONFIDENTIALITY.

Contractor further 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. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

16. 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.

17. FUNDING LIMITATION.

The ability of Inyo LAFCO 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, Inyo LAFCO has the option to cancel, reduce, or modify this Agreement, or any of its terms within five (5) calendar days of its notifying County 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 18.

18. AMENDMENT.

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

19. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Inyo LAFCO 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
COUNTY ADMINISTRATOR
224 North Edwards
P.O. Box N
Independence, California 93526

Inyo LAFCO:
Cathreen Richards _____ Name
Executive Officer _____
168 North Edwards _____ Street
P.O. Box L _____
Independence, CA 93526 _____ City and State

20. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

INYO LAFCO

By:  _____

Laura Smith
Print or Type Name

Dated: 5/25/2018 _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



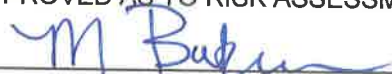
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2018 to June 30, 2019

SCOPE OF WORK:

SERVICES TO BE PROVIDED BY THE COUNTY

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed legal counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo County LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. County will provide Inyo LAFCO and its officers the same broad form general liability insurance coverage as County provides for itself and its officers through the Excess Insurance Authority (EIA), including the same coverage, coverage limits, exclusions, and Self-Insured Retention (SIR).
- J. Maintain the Inyo LAFCO website in compliance with Government Code § 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2019

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

County employees shall be at rates and benefits as set forth for such employees by the Board of Supervisors. The hourly rate for County Counsel, Senior Assistant County Counsel and Deputy County Counsel shall be \$151.00 per hour or such rate as established by Code, whichever is higher.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for: 1:30 pm Closed Session Informational

FROM: Chief Probation Officer

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Memorandum of Agreement with Kern County

DEPARTMENTAL RECOMMENDATION: Request Board to approve the agreement for ward housing services in the Kern County Juvenile Hall


CAO RECOMMENDATION:

SUMMARY DISCUSSION: As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered into an agreement with Kern County on September 13, 2016, to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement was for a two (2) year period, expiring on June 30, 2018. The agreement presented indicated an increase in cost for general facility housing from \$150/day to \$160/day and an increase in cost for the commitment program housing from \$175/day to \$185/day. The Probation Department requests that the Board approve the memorandum of agreement with Kern County, effective June 30, 2018 and expiring on June 30, 2021; and the Board authorize County Counsel and the Chief Probation Officer to sign said agreement.

ALTERNATIVES: Board could decide to not approve the agreement. This is not recommended because the Probation department utilizes the Kern County Juvenile Hall during times where weather prohibits the safe transportation of youth to the El Dorado Juvenile Hall. It is also utilized as a backup if/when bed space is not available.

OTHER AGENCY INVOLVEMENT:

FINANCING: The agreement calls for a \$10/day increase in both the general housing cost and the commitment housing cost.

<u>APPROVALS</u>	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: <u>yes</u> Date <u>6/13/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  _____ Date: 6/13/18
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**AGREEMENT
FOR WARD HOUSING SERVICES**

(Kern County – Inyo County)

THIS AGREEMENT is made and entered this _____ day of _____, 2018 (“**Execution Date**”), by and between the COUNTY OF KERN (“**COUNTY**”), as represented by the Kern County Probation Department (“**Department**”), and COUNTY OF INYO (“**INYO**”), whose principal place of business is located at 918 N. Main Street, Bishop, California 93514, both political subdivisions of the State of California. COUNTY and INYO may individually be referred to as “**Party**” and collectively as “**Parties.**”

WITNESSETH

WHEREAS, Parties are mutually desirous of providing appropriate facilities for the housing of wards of the juvenile court committed thereto, by the establishment of a youth facility pursuant to section 880, of Article 24 of Chapter 2 of Part 1 of Division 2, of the California Welfare and Institutions Code; and

WHEREAS, the Kern County James G. Bowles Juvenile Hall facility (“**Facility**”), located at 1831 Ridge Road, Bakersfield, California 93305, was created and established by COUNTY for the purpose of housing wards of the juvenile court committed thereto from said COUNTY; and

WHEREAS, from time to time there exists accommodations in said Facility beyond the needs of COUNTY thus enabling the COUNTY to receive in the Facility juvenile court wards from other counties to the extent of such excess accommodations; and

WHEREAS, INYO desires to place wards of its juvenile court in COUNTY to the extent that such excess accommodations may exist, and

WHEREAS, INYO shall pay COUNTY for the costs of board and care for each ward so placed for each day or portion thereof that said ward is housed in the Facility.

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

1. **TERM**

This Agreement is made effective as of the Execution Date, and shall remain in effect until June 30, 2021, unless sooner terminated as hereinafter provided.

2. **COMPENSATION**

- a. Department will invoice INYO monthly based on the per day rate for each ward in Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of COUNTY. This rate is subject to change by the Chief Probation Officer of COUNTY and INYO shall be given (30) days written notice of said change before the new rate becomes applicable to this Agreement.

- b. The currently established per day rate is for each 24-hour day or portion thereof per ward placed.
 - (1) General Facility Housing:
One Hundred Sixty Dollars (\$160.00)
 - (2) Commitment Program Housing:
One Hundred Eighty-five Dollars (\$185.00)
- c. All payments will be based on invoices submitted to INYO by Department and approved by INYO's authorized representative. INYO will pay all compensation due to Department within thirty (30) days of delivery to INYO of a properly completed invoice from Department of services rendered.
- d. INYO, in consideration of COUNTY providing accommodations for its juvenile court wards, agrees to pay COUNTY and COUNTY agrees to accept the amount agreed upon in this Agreement. All INYO wards accepted for placement and placed in the Facility shall receive the same accommodations and services as Facility juveniles in accordance with federal, state and local laws and regulations. The payment provided in the Agreement shall cover all costs with respect of the care and maintenance of the wards of INYO, except for the following:
 - (1) Costs of any hospital, medical, psychiatric services, surgical care or treatment, and pharmaceuticals. COUNTY is authorized to obtain emergency medical, dental, and mental health care for INYO wards without prior authorization. All other services must be pre-authorized by INYO.
 - (2) Costs of dental care.
 - (3) Costs of transportation and maintenance.
 - i) INYO shall be responsible for transportation and maintenance between INYO and the Facility.
 - ii) INYO is responsible for transporting committed wards to and from the Facility except in circumstances involving life-threatening injuries requiring emergency transportation to medical facilities, in which case the Department will transport.

3. COMMITMENT OF WARDS

- a. No ward shall be committed to the Facility except by Order of the Juvenile Court. The Facility will assume custody of said ward or wards when delivered to an authorized employee of Facility by agents of INYO.
- b. Facility is under no obligation to accept the wards of INYO. Prior to acceptance by COUNTY, INYO will provide background materials to the Facility. The Facility Division Director may, at his/her discretion, decline to accept or retain said wards by reason of space limitations or other conditions affecting the welfare of the wards in the Facility.

- c. INYO acknowledges Facility programs are directed toward the enrichment of the ward's lives through a schedule of activities, events and phases, and that critical conditions affecting the welfare and success of wards in the Facility include, but are not limited to, participation in the Facility program by the ward and the ward's parents, and regular participation in the ward's program by the INYO Probation Officer assigned to the ward.
- d. Placement, release and program progress will be per Department protocols and availability.

4. INDEMNIFICATION.

- a. COUNTY agrees to indemnify, defend and hold harmless INYO and INYO officers, employees agents, and elected and appointed officials and elected and appointed boards from all liability for any loss, damage or injury to persons or property arising from or related to Facility's (or COUNTY'S) performance of this agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of the Facility (or COUNTY), its employees or agents.
- b. INYO agrees to indemnify and hold harmless COUNTY (or Facility) and COUNTY's (or Facility's) officers, employees, volunteers, agents, board members, and elected and appointed officials and elected and appointed boards from all liability for any loss, damage or injury to persons or property arising from or related to INYO's performance of this Agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of INYO, its employees or agents.

5. INSURANCE

Each Party represents that it is self-insured for all liability and that at all times during the term of this Agreement they shall remain self-insured to pay for claims, including, but not limited to contractual liability, professional liability, general liability, automobile liability, bodily injury, personal injury, or property damage which may arise as a result of the performance of this Agreement. Additionally, COUNTY is self-insured and shall remain self-insured to pay for any workers' compensation claims which may arise as a result of the performance of this Agreement. INYO is in a primary workers' compensation program and shall remain in such program to pay for any workers' compensation claims which may arise as a result of the performance of this Agreement. Each Party agrees to provide the other with a thirty (30) day notice of any reduction or cancellation of such self-insured status or participation in the workers' compensation program. Additionally, each Party represents that it is self-insured for all liability and that at all times during the term of this Agreement it shall remain self-insured to pay for any and all claims relating to or arising out of the use and operation of a Party-owned automobile for purposes of performing the Services of this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party. In the event of terminations of this Agreement for

any reason, INYO shall have no further obligation to pay for any services rendered or expenses incurred by COUNTY after the effective date of the termination, and COUNTY shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

7. REPRESENTATIONS

INYO makes the following representations, which are agreed to be material to and form a part of the inducement of this Agreement:

- a. INYO does not have any actual or potential interest adverse to COUNTY nor does INYO represent a person or firm with an interest adverse to COUNTY with reference to the subject of this Agreement; and
- b. INYO shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

8. NON-ASSIGNMENT AND SUBCONTRACTING

- a. INYO shall not assign, sublet, or transfer this Agreement, or any part hereof. INYO shall not assign any monies due or which become due to INYO under this Agreement without the prior written and expressed approval of COUNTY.
- b. Functions undertaken by INYO may be carried out under subcontracts only upon obtaining the prior written approval of COUNTY. All such subcontracts shall be in writing and shall abide by such federal, State, and local laws and regulations which pertain to this Agreement. No subcontract shall terminate or lessen the legal responsibility of INYO to COUNTY to ensure that all activities under this Agreement will be carried out.

9. MODIFICATIONS TO AGREEMENT

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

10. FUNDING AVAILABILITY

It is mutually agreed that if the INYO budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, INYO shall have no liability to pay any funds whatsoever to COUNTY or to furnish any other considerations under this Agreement and COUNTY shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by INYO budget for the purposes of this program, INYO shall have the option to either cancel this Agreement with no liability occurring to INYO, or offer an agreement amendment to COUNTY to reflect the reduced amount.

11. CONFIDENTIALITY

COUNTY shall keep all juvenile ward information confidential and shall comply with all statutory and administrative requirements regarding confidentiality of such information.

12. NOTICE

All notices required or provided for in this Agreement shall be provided to Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided below.

(1) TO COUNTY: Kern County Probation Department
TR Merickel, Chief Probation Officer
2005 Ridge Road
Bakersfield, CA 93305

(2) TO INYO: Inyo County Probation Department
Jeffrey L. Thomson, Chief Probation Officer
918 N. Main Street
Bishop, CA 93514

13. CHOICE OF LAW/VENUE

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

14. NON-WAIVER

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

15. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred upon or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right, or remedy given hereunder, not or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time-to-time.

16. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be

unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which Parties intended to enter into in the first instance.

17. COMPLIANCE WITH LAW

- a. INYO shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
- b. INYO shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, State, or federal authorities; and
- c. INYO shall adhere to Title 9 of the Social Security Act and conform to all other applicable federal and State statutes and regulations.

18. CAPTIONS AND INTERPRETATIONS

- a. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.
- b. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by Parties.

19. TIME OF THE ESSENCE

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

20. COUNTERPARTS

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

21. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE

Parties mutually agree to abide by all federal, State and local laws and regulations and shall not discriminate on the basis of age, ancestry, color, gender, marital status, medical conditions, national origin, physical or mental disability, race, religion, or sexual orientation. Each Party further agrees to fully and faithfully perform all covenants and portions of this Agreement, and to not take any action that may be inimical to the other Party's faithful performance hereof.

22. ENTIRE AGREEMENT

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

23. AUTHORITY TO BIND COUNTY

It is understood that INYO, in INYO's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind COUNTY to any agreements or undertakings.

24. NON-COLLUSION COVENANT

INYO represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COUNTY. INYO has not received from COUNTY any incentive or special payments, or considerations not related to the provision of services under this Agreement.

25. NEGATION OF PARTNERSHIP

In the performance of all services under this Agreement, INYO shall be, and acknowledges that INYO is, in fact and law, an independent contractor and not an agent or employee of COUNTY. INYO has and retains the right to exercise full supervision and control of the manner and methods of providing services to COUNTY under this Agreement. INYO retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting INYO in the provision of services under this Agreement. With respect to INYO's employees, if any, INYO shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, State or local, and compliance with any and all other laws regulating employment.

26. SIGNATURE AUTHORITY

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

[Remaining Page Left Intentionally Blank]

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AS TO CONTENT
Kern County Probation Department

COUNTY OF KERN

TR Merickel, Chief Probation Officer

Chairman Board of Supervisors
"COUNTY"

APPROVED AS TO CONTENT
County of Inyo

APPROVED AS TO FORM
Office of County Counsel County of Kern

Jeffrey L. Thomson,
Inyo Chief Probation Officer

Kendra L. Graham, Deputy

APPROVED AS TO FORM
Office of County Counsel Inyo County



~~Deputy~~ County Counsel



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Public Works/Road Department

FOR THE BOARD MEETING OF: MON 19 2018

SUBJECT: Sole Source Declaration for the design of the Jail Domestic Water Repipe Project (Jail Boiler Design)

DEPARTMENTAL RECOMMENDATIONS:

The Public Works Department/Road Department requests the Board:

1. Declare Etchemendy Engineering, Inc. as a sole source provider for the design of the Jail Domestic Water Repipe Project.
2. Approve the Contract between the County of Inyo and Etchemendy Engineering, Inc. of Reno, NV for Engineering Services for a lump sum amount of \$15,500.
3. Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Public Works Department requires the services of a mechanical engineering consultant for the Jail Domestic Water Repipe Project, which is part of the 17/18 Deferred Maintenance Budget.

In the fall of 2016, Public Works sought proposals for an evaluation of the domestic hot water plant, HVAC controls and smoke purge systems at the jail. Etchemendy Engineering, Inc., (EEI) was the only proposal was received after reaching out to several engineering firms; therefore, EEI was chosen, and in May, 2017, the evaluation was completed.

Due to EEI's extensive knowledge of these systems, Public Works believes it is in the best interest of the County to declare EEI a sole source provider for the required design work under IV Procurement of Services Section I.2.d) of the Inyo County Procurement Manual:

"Proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field."

The lump sum amount for this project is divided into two phases, Design (\$12,400) and Construction Administration Services (\$3,100). The construction phase will not be billable until permission has been granted by the Public Works Department.

ALTERNATIVES:

The Board could choose to deny the sole source request, and request that Public Works advertise a Request for Proposals. This is not recommended due to the additional costs to the County for another consultant to familiarize with the system.


OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office
County Counsel
County Administrative Officer

FINANCING:

Budget Unit 011501 Deferred Maintenance, Object Code 5191 Maintenance of Structures.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
 Approved: YES Date: 5/22/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
 Approved: yes Date: 5/24/2018

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
 Approved: ✓ Date: 5/23/18

CAO/BUDGET OFFICER SIGNATURE:  Date: 5-25-18

DEPARTMENT HEAD SIGNATURE:  Date: 6/1/19
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO
AND ETCEHENDY ENGINEERING, INC.,
FOR THE PROVISION OF DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the engineering and consulting services of Etchemendy Engineering, Inc., (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 Clint Quilter, the Director of Public Works. 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 June _____, 2018 to December 31, 2020, unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From January 1, 2021 through December 31, 2021.

County shall exercise such option by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

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 Not Applicable. 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 Contractor for services and work performed under this Agreement shall not exceed Fifteen Thousand Five Hundred Dollars, (\$15,500.00) (initial term), \$0.00 (option 1), and \$0.00 (option 2) for a total of \$15,500.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. 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. Consultant shall not be held liable for delays or non-performance due to causes that are outside the control of Consultant, such as disasters that cannot be evaded through the exercise of due care.

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 or as otherwise may be required. 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, 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 Consultant is to be considered an employee of County. 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.

Consultant agrees to indemnify, including the cost to defend, entity 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 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; and does not apply to any passive negligence of the County unless caused at least in part 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-two (22) below.

17. CONFIDENTIALITY.

Consultant further 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. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

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-two (22) (Amendment).

22. 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.

23. NOTICE.

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

County of Inyo:

_____ Department
Address
City and State

Consultant:

_____ Name
Address
City and State

24. 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 ETCEMENDY ENGINEERING, INC.,
FOR THE PROVISION OF ENGINEERING AND CONSULTING SERVICES**

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


COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONSULTANT

By: 
Signature
Brandon Etchemendy

Print or Type Name

Dated: 06-07-18

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND ETCEMENDY ENGINEERING, INC.,
FOR THE PROVISION OF ENGINEERING AND CONSULTING SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: _____
Signature

Print or Type Name

Dated: _____


Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND ETCEMENDY ENGINEERING, INC.,
FOR THE PROVISION OF DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

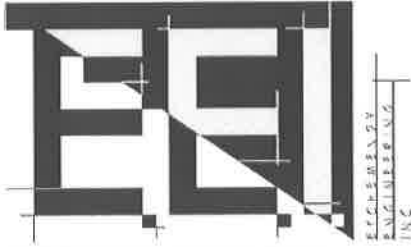
TERM:

June _____, 2018 to December 31, 2020

Option Year: From January 1, 2021 through December 31, 2021

SCOPE OF WORK:

The Scope of Work for the Inyo County Jail Domestic Water Re-pipe Project, covered by this contract, shall be in general accordance with Etchemendy Engineering Inc.'s proposal entitled, "*Contract Proposal. Inyo County Domestic Water Repipe 04/20/2018*" (attached hereto).



10597 Double R Blvd, Suite 1
Reno, Nevada 89521
(775) 853-1131 – Fax (775) 852-2352

Contract Proposal

To: Clint Quilter,
Inyo County Public Works
PO Box Q
Independence, CA
Phone: (760) 973-6064

From: Brandon Etchemendy, PE
Principal

Project Information:

We understand this project to consist of the repiping of an existing domestic water plant at the Inyo County Jail in Independence, CA. The facility has been plagued with persistent piping failures over the last few years due to depredated piping walls. Included in the repipe will be all new hot water piping within the confines of the water heater room, new expansion tanks, new recirculation pumps, a redundant water entrance pressure reducing valve, and new cold water piping from the sand filter exit to the existing pressure reducing valve. The sand filter will be removed and an interconnection provided. The domestic water heaters will be repiped in parallel using both storage tanks to store water at a higher temperature that is cooled as necessary at mixing stations for both the building and kitchen water. Isolation valves will be provided allowing the water heater plan to be shut down while still providing cold water to the facility. The existing boiler style water heaters have been rehabbed in the past couple of years so they will be reused. The tank type backup water heater will also be reused. The boiler style water heaters will be piped to prevent cold water return which causes condensation in the burner section.

Scope of Work:

Our scope of work will include: Calculations and detailed design drawings and CSI specifications for the HVAC systems in accordance with the proposed equipment replacement. Our design scope includes those facilities within each building extending no more than 5' outside of the building line. Coordination with other disciplines along with the production of construction documents suitable for use in competitive bidding. Attendance at coordination meetings with other design professionals and the Owner. Construction administration services including submittal and rfi review and up to 3 site visit for project progress review and punch lists. All other CA and site visits will be provided on a time and materials basis.

Excluded Items:

Third party Plan Review
Seismic Restraint Design
Water Usage Calculations
Energy model for LEED, or any other accreditation authority, requirements or submittal
LEED, or any other accreditation authority, documentation requirements or submittal

Fee Type: Flat Fee

Design	\$12,400
Construction Administration Services	\$3,100

This proposal covers the work provided for above and does not include any modifications to the mechanical design. Any modifications based on equipment or owner changes once the original design is completed shall be covered under an additional contract.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND ETCEMENDY ENGINEERING, INC.,
FOR THE PROVISION OF DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

TERM:

June _____, 2018 to December 31, 2020

Option Year: From January 1, 2021 through December 31, 2021

SCHEDULE OF FEES:

Etchemendy Engineering, Inc.'s fee for the services described in the Scope of Work, Attachment A to the Contract, shall be a Lump Sum fixed fee of Fifteen Thousand Five Hundred Dollars, (\$15,500.00) for this entire project, including the option year. This lump sum shall be divided into two phases as follows:

Design:	\$12,400.00
Construction Administration Services:	\$3,100.00

The lump sum amount for Construction Administration Services will not be invoiced by the Consultant until approved by the County.

The total fee for Design is payable to the Consultant in the following increments:

30% Design Completion	50% fee payable	(\$6,200.00)
75% Design Completion	80% fee payable	(\$3,720.00)
100% Design Submittal	100% fee payable	(\$2,480.00)

The Construction Administrative Services to be paid upon completion of the project.

Construction Administration Services	100%	<u>(\$3,100.00)</u>
TOTAL		\$15,500.00

The 30% Design Completion will include preliminary design drawings and description.

The 75% Design Completion will include preliminary plans, specifications and an estimate of probable costs for the project.

The 100% Design Submittal will include the submittal of all plans, specifications and estimates to the County in a form ready for bidding.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND ETCHEMENDY ENGINEERING, INC.,
FOR THE PROVISION OF DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

TERM:

June _____, 2018 to December 31, 2020

Option Year: From January 1, 2021 through December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

There will be no compensation for Travel or Per Diem. Any and all costs of Travel and Per Diem are considered to be inclusive in the Lump Sum price, as described in the Schedule of Fees, Attachment B to the Contract.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND ETCEMENDY ENGINEERING, INC.,
FOR THE PROVISION OF DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

TERM:

June _____, 2018 to December 31, 2020

Option Year: From January 1, 2021 through December 31, 2021

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.

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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 20 37 forms if later revisions used).

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 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 affect 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 Clerks Use Only
AGENDA NUMBER

19

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Approval of agreement between County of Inyo and Atlas Business Solutions, Inc

DEPARTMENTAL RECOMMENDATION:

- A. Request Board approve an agreement between Atlas Business Solutions, Inc (ABS) and County of Inyo for access to web based employee scheduling software "ScheduleAnywhere" in an amount not to exceed \$6,300, for the period of July 1, 2018 through June 30, 2023 contingent upon the adoption of future budgets and authorize the Chairperson to sign;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's office has been using Atlas Business Solutions, Inc's VSS Pro scheduling program for over a decade. With all of the changes in technology and the fast pace at which the world operates, we find it necessary to update our employee scheduling solution to adapt to these demands. ScheduleAnywhere is online scheduling software that makes it possible to schedule employees from any computer or mobile device with internet access. Supervisors and staff can have access to work schedules from anywhere and effectively communicate scheduling needs and changes in real time. Quotes were solicited from vendors with similar programs; Aladtec \$4200 annually plus purchase of timeclock and Planit Police \$2500 annually, Atlas Business Solutions, Inc \$1260 annually.

ALTERNATIVES:

Not approve this agreement and continue use of outdated and failing scheduling software. This is not recommended, effective scheduling and increased communication will improve staffing challenges and reduce overtime costs associated with operating a 24/7 department.



OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's office
County Counsel

FINANCING:

Funding is included in the requested FY 2018-2019 Sheriff Budget 022700, Object Code 5311 General Operating.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>5/30/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/31/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 6-1-18



ScheduleAnywhere Hosting Agreement

This Software License Agreement ("**Agreement**") is entered into as of July 1st, 2018 ("**Effective Date**"), by and between Atlas Business Solutions, Inc., a North Dakota corporation with its principal place of business located at 3330 Fiechtner Drive SW, Suite 200, Fargo, ND 58103 ("**ABS**") and Inyo County Sheriff's Office, 550 South Clay Street, Independence, CA 93526 ("**Customer**"). This Agreement supersedes all prior agreements and understandings (whether written or oral) between ABS and Customer with respect to the subject matter hereof.

CUSTOMER SHALL NOT ALTER OR AMEND THIS AGREEMENT IN ANY MANNER WITHOUT WRITTEN CONSENT OF ABS. ANY ALTERATIONS OR AMENDMENTS WITHOUT SUCH CONSENT WILL VOID THIS AGREEMENT AND LICENSE TO USE THE SOFTWARE.

Under this Agreement, Customer agrees to purchase access to a web-based, employee scheduling service from ABS called ScheduleAnywhere ("**ScheduleAnywhere**"), which is hosted by ABS and located at www.scheduleanywhere.com.

Therefore, the parties agree as follows:

- Term
The term of this Agreement shall begin on the Effective Date and will continue through June 30th, 2023 (the "**Term**") with automatic one (1) year renewal periods thereafter, unless either party prior to such renewal anniversary date exercises a 30-day written notice of termination.
- License & Fees
During the Term, Customer is licensed to use ScheduleAnywhere for up to 70 active employees. The cost for using ScheduleAnywhere will be \$1,260.00 per year. If the Customer's use of ScheduleAnywhere exceeds its license, additional active employees will be billed at a rate of \$18.00 per employee per year (\$1.50 per employee per month). For any renewal period, the cost for using ScheduleAnywhere will be \$1,512.00 per year and additional active employees will be billed at a rate of \$21.60 per employee per year (\$1.80 per employee per month).
- Training
If training is required, ABS uses an online "train-the-trainer" method. Customer is responsible for identifying key personnel who will receive online ScheduleAnywhere training. Training sessions will be conducted using the GoToMeeting service, and offered during normal ABS office hours, which are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays). Training is available at a cost of \$150.00/hour and ABS and Customer will agree upon a training schedule.
- Upgrades & Support
All upgrades are included in the cost of ScheduleAnywhere and are automatically uploaded to the ScheduleAnywhere server. Whenever the Customer accesses ScheduleAnywhere, the Customer will be using the latest version of ABS's ScheduleAnywhere scheduling software.

ABS will provide unlimited telephone and e-mail support to a designated single point of contact designated by Customer. ABS technical support hours are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday (except major U.S. holidays).
- Employee Import
If an import of employees is requested by Customer, ABS and Customer will agree on a timeline for a one-time import of employees. ABS can import employee names, positions, contact info, etc. into ScheduleAnywhere. ABS will provide Customer with the required format for importing. The cost for the optional import is based upon the number of employees imported.



6. Terms of Service

Customer agrees to use ScheduleAnywhere in accordance with the terms of service located at <https://www.scheduleanywhere.com/site/terms.aspx>.

7. Payment Terms

All Customer invoices will be billed net 30. Payments to ABS must be made in U.S. dollars by check, credit card or by wire. Payments made by wire should be sent to: Bell Bank, Fargo ND, ABA: 091310521, Name: Atlas Business Solutions, Inc., Account #600054464. If Customer chooses to pay by credit card, it must provide ABS valid credit card information. ABS will charge Customer's credit card the amount set forth in Section 2. If for some reason ABS is unable to charge Customer's credit card, Customer is still liable for any and all charges incurred and must pay ABS the amount due.

SHOULD CUSTOMER NOT REMIT PAYMENTS TO ABS IN ACCORDANCE WITH THIS AGREEMENT, ABS, AT ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER'S ACCESS TO SCHEDULEANYWHERE UNTIL PAYMENT HAS BEEN RECEIVED.

8. Billing Contact Information

If billing contact is different than the person executing this Agreement, complete the required information below. Otherwise, ABS will submit invoices to the person executing this Agreement.

Billing Contact Name: Inyo County Sheriff
Billing Contact Address: P.O. Drawer 3, Independence, CA 93526
Billing Contact Phone Number: 760-878-0326
Billing Contact Email: rreade@inyocounty.us
Purchase Order Number: _____
Submit PDF Invoice to A/P Email: rreade@inyocounty.us

9. Late Fees

In the event Customer does not pay an invoice or bill within the terms specified in Section 7, ABS reserves the right to assess a service charge of 18% per annum (or 1.5% per month) to cover administrative costs resulting from non-payment of services.

IN WITNESS WHEREOF, the authorized representatives hereto have executed this Agreement as of the Effective Date.

ABS: Atlas Business Solutions, Inc.
Signed: _____
Jon Forknell
Vice President & General Manager

Customer: Inyo County Sheriff's Office
Signed: _____
Printed: _____
Title: _____

✉ Email: sales@planitschedule.com (mailto:sales@planitschedule.com)

☎ Phone: 1-866-471-2001 (tel:18664712001)

Pricing

🗨 Request Demo (</contactus.aspx?demo=1>)

Pricing Tools

💰 Price Sheet (pricing)

📊 Price Calculator (pricecalculator)

🕒 Scheduling ROI (schedulingroi)

📊 Payroll ROI (payrollroi)

Price Sheet

Pricing By Organization Size

Our subscription costs are among the lowest in the industry and we offer upfront pricing without the need to contact a salesperson.

Department Size	Setup	Training	Subscription
15 Employees	FREE	FREE	\$995 per year
25 Employees	FREE	FREE	\$1,225 per year
35 Employees	FREE	FREE	\$1,555 per year
50 Employees	FREE	FREE	\$1,885 per year
75 Employees	FREE	FREE	\$2,500 per year

Department Size	Setup	Training	Subscription
100 Employees	FREE	FREE	\$3,040 per year
125 Employees	FREE	FREE	\$3,700 per year
150 Employees	FREE	FREE	\$4,110 per year
175 Employees	FREE	FREE	\$4,730 per year
200 Employees	FREE	FREE	\$5,350 per year
200+ Employees	FREE	FREE	See Calculator (pricecalculator)

Contact Us

PO BOX 4903
Lancaster PA 17604

✉ sales@planitschedule.com (mailto:sales@planitschedule.com)

☎ 1-866-471-2001 (tel:18664718919)

☎ 717-925-3908 (fax) (tel:7179253908)

✉ [Contact Us \(/contactus\)](/contactus)



(/)

PlanIt Police is an online scheduling system for police departments. PlanIt is developed by Ragnasoft, Inc which has specialized in public safety scheduling solutions for over 10 years.

Other Products



www.planitschedule.com/ems (<http://www.planitschedule.com/ems>)



www.planitschedule.com/fire (<http://www.planitschedule.com/fire>)



www.planitschedule.com/dispatch (<http://www.planitschedule.com/dispatch>)

More Information

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[PRICING \(/PRICING\)](#) >

[TESTIMONIALS \(/TESTIMONIALS\)](#) >

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Prepared for:
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6/1/18
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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Board of Supervisors – Chairperson Totheroh

By: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Discussion on possible changes to 2018 Board committee assignments

DEPARTMENTAL RECOMMENDATION: Request Board: A) discuss possible changes to the 2018 Board of Supervisors committee assignments in light of scheduling conflicts; B) and, if determined necessary, direct the Board Clerk to return with a future agenda item outlining those changes for Board approval.

SUMMARY DISCUSSION: Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees, and commissions upon which the Board of Supervisors has representation. The requirement for County Supervisor representation on the various boards, committees, and commissions comes from a variety of sources, including but not limited to State law, County law, and/or order of the Inyo County Board of Supervisors. On January 2, 2018, Chairperson Totheroh presented this year's committee assignments and they were approved unanimously.

In subsequent months, the Chairperson has heard concerns about scheduling conflicts and received requests for possible changes to assignments. In light of these developments, the Chairperson would like the Supervisors to discuss possible solutions as a Board and direct the Board Clerk to bring back any proposals suggested today for future Board approval.

ALTERNATIVES: Your Board could choose to not have this discussion but this is not recommended as there is an expressed need to address the situation.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no fiscal impact associated with having this discussion.

APPROVALS

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

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

David J. Tatt

Date: 06-14-18

2018 BOARD APPOINTMENTS to COMMITTEES for ACTIVE and AD HOC COMMITTEES ONLY

Agricultural Resources Advisory Board (1 Board Member, plus alt.)	Rick Pucci, alt. Jeff Griffiths
Aviation Advisory Committee Northern (2 Board Members)	Rick Pucci and Dan Totheroh
Aviation Advisory Committee Southern (2 Board Members)	Matt Kingsley and Mark Tillemans
Behavioral Health Advisory Board (1 Board Member)**	Dan Totheroh (alt. Rick Pucci**)
BLM Resource Steering Committee (1 Board Member)	Matt Kingsley
California State Association of Counties (CSAC) (1 plus alternate)	Jeff Griffiths, alt. Rick Pucci
Central Valley Water Authority (B.O. 9-09)	Dan Totheroh
Child Care Planning Council* (1 Board Member)	Jeff Griffiths
Child Support Services Regional Oversight Committee (1 Board Member plus CAO)	Jeff Griffiths
Children and Families Commission – First 5 (1 plus alternate) (Alt. added by Board Order 12-19-17)	Jeff Griffiths, alt. Rick Pucci
Children's Services Council (1 Board Member)	Jeff Griffiths
City of Bishop Liaison Committee (2 Board Members plus CAO)	Rick Pucci and Jeff Griffiths
County Service Area No. 2 Advisory Board (1 Board Member)	Dan Totheroh
Eastern Sierra Area Agency on Aging Advisory Council (1 Member)**	Dan Totheroh (alt. Rick Pucci**)
Eastern Sierra Council of Governments (ESCOG)/ Eastern Sierra Transit Authority (ESTA) (2 Board Members – cannot also sit on Local Transportation Commission)	Matt Kingsley and Jeff Griffiths
Eastern Sierra Interagency Visitors Center (1 plus alternate) (Alt. added by Board Order 2-21-17)	Matt Kingsley, alt. Dan Totheroh
Emergency Medical Care Committee (1 Board Member)	Matt Kingsley
Foster Care Commission (1 Board Member)	Jeff Griffiths
Financial Advisory Committee (2 Board Members)	Rick Pucci and Jeff Griffiths
Great Basin Unified Air Pollution Control District * (2, plus alt.)	Matt Kingsley and Dan Totheroh, alt. Jeff Griffiths
Indian Gaming Local Community Benefit Committee (2 Members)	Rick Pucci and Jeff Griffiths
Indian Wells Valley Groundwater Authority Board (1 plus alt., who is always Water Director)	Matt Kingsley
Integrated Solid Waste Management Task Force (1 Board Member)	Dan Totheroh
Integrated Solid Waste Management Hearing Panel (1 Board Member)	Dan Totheroh
InterAgency Committee on Owens Valley Land & Wildlife (1 Board Member)	Rick Pucci
Inyo-Mono Advocates for Community Action (1 Board Member)	Jeff Griffiths
Inyo Fish & Wildlife Commission (1 Board Member)	Rick Pucci
Juvenile Justice Coordinating Committee (2000) (1 Board Member)	Jeff Griffiths
Law Library Board of Trustees (1 Board Member)	Rick Pucci
Local Agency Formation Commission * (2 Board Members, plus alt.)	Rick Pucci and Jeff Griffiths, alt. Dan Totheroh
Local Transportation Commission (2 Board Members, plus alt. – cannot also sit on ESTA Board)	Rick Pucci and Dan Totheroh, alt. Mark Tillemans
National Association of Counties (NACo) (1 Member, plus alternate)	Rick Pucci, alt. Jeff Griffiths
Quadstate Local Governments Authority (1 Member)	Matt Kingsley
Random Access Network Board (R.A.N.) (1 Member)	Rick Pucci
Rural Counties Representatives of California (RCRC) (1 delegate and 1 alt., who will also serve as delegate and alt. for RCRC Environmental Services JPA and Golden State Financial Authority)	Matt Kingsley, alt. Rick Pucci
Standing Committee (2 Board Members)	Matt Kingsley and Rick Pucci
Yucca Mountain Program Representatives (2 Board Members)	Matt Kingsley and Dan Totheroh
Community Focused Court Planning Team (1 Board Member)	Dan Totheroh
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy (Appt. alternates every 2 yrs. within 3-county Subregion – Inyo County next up 2019)	Jeff Griffiths
Internal Operations Committee (2 Board Members)	Rick Pucci and Dan Totheroh
Western Counties Alliance Board of Directors (1 Board Member)	Matt Kingsley
Owens Valley Groundwater Authority (1 Member, plus alternate)	Dan Totheroh, alt. Jeff Griffiths

*denotes committee assignment requiring filing of Form 806

** alternates on hold pending research affirming alternates permitted under statutes, regulations, bylaws, legislation governing respective board or commission



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: BOARD OF SUPERVISORS
By: Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Appoint a Voting Delegate and Alternate for the NACo Conference

DEPARTMENTAL RECOMMENDATION: Request Board appoint a voting delegate and alternate for the upcoming 83rd Annual NACo Conference, being held July 13-16, 2018 in Nashville-Davidson County, TN, and authorize the Chairperson to sign the NACo credentials form on behalf of Inyo County.

SUMMARY DISCUSSION: Supervisors Rick Pucci and Matt Kingsley and County Administrator Kevin Carunchio are attending the NACo Conference in Nashville-Davidson County, TN (Nashville) July 13-16. If the County wishes to participate in the association's annual selection of officers and policy adoption, one of its registered attendees must be credentialed as a voting delegate. The Board is being asked to appoint a voting delegate and an alternate to vote on Inyo County's behalf during the upcoming conference. Credential forms must be returned to NACo by June 29. The Board may also want to consider whether it wants to allow its State Association to vote on the County's behalf if Inyo's ballot, for whatever reason, is not picked up by 2 p.m. Sunday, July 15.

ALTERNATIVES: Do not select a voting delegate, which would prevent Inyo County from directly participating in the election and policy adoption process.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

Don Totten

Date: 06-11-18

My county has only one person attending the conference. Does my county have to designate an alternate?

No. It is not necessary to list an alternate if a delegate is named.

Whose ballots may the state associations of counties/parishes/boroughs receive?

Your state association of counties/parishes/boroughs is allowed to pick up any unclaimed ballots from counties/parishes/boroughs that have registered delegates. The pick-up time for state associations is Sunday afternoon (2 to 5 pm) during the conference. The state association may then cast those ballots in the election.

My county does not want our state association to pick up our votes. How does my county go about indicating this decision?

You must check the box that says *“If my ballot is not picked up, I DO NOT AUTHORIZE my state association to pick up or cast my county’s vote. I understand that my county’s votes will NOT be cast if I select this option.”*

- Remember that your county’s votes will not be cast at all with this option if your delegate does not pick up the ballot.

If I do not get my credentials form into the NACo office by June 29, may I become credentialed on site at the conference?

Yes. You may bring the original credentials form signed by your chief elected official or fill out the on-site ballot form. By signing the on-site ballot form you declare that you and the other conference attendees from your county have agreed that you are the voting delegate for your county. You must be registered for the conference to be able to vote.

What would happen if more than one registered attendee from my county fills out the on-site ballot form?

If there is uncertainty as to who the authorized delegate is, and more than one person claims to be your county’s authorized delegate, officials from your county will need to resolve the dispute by 1 p.m. CDT on Sunday July 15, 2018. Unless the dispute is resolved, your county’s votes will not be counted. To resolve the dispute, all registrants who filled out the on-site ballot form need to agree as to who is authorized to cast their county’s votes and communicate that to Alex Koroknay-Palicz at the credentials desk by 1 p.m. CDT on July 15.

How do I get my ballot?

When you submit your credentials form NACo staff prints out a paper ballot to bring to the NACo Annual Business Meeting. In order to vote you will need to pick up this paper ballot at the NACo Credentials Desk. Your county has until 1 p.m. on Sunday July 15 to come to the Credentials Desk and pick up your ballot. If you do not pick it up by 1 p.m. your state association can then pick up your vote until 5 p.m. unless you check the box on the form to not permit them. If you check that box and do not pick up your own ballot your county WILL NOT be permitted to vote.

What would happen if I’ve picked up my ballot, but I need to leave before the election on Monday?

If you have picked up the ballot for your county but won’t be present to cast it at the NACo Annual Business Meeting on Monday morning, you can give that ballot to a delegate from your same county, from another active member in your state, the head of your state delegation, or your state association president or president’s designee. To do this, you (transferer) and the person you are handing the ballot to (transferee) must sign the Record of Ballot Transfer form on the back of your ballot.

My county won’t be attending this year’s Annual Conference, can we still vote?

Yes. Your county can still have its votes counted without attending the conference, but one person from your county still needs to register. You must have at least one person registered by 12 PM CDT on July 10. If you register, do not plan to attend and wish to vote, you MUST designate your state association president as your delegate on the Credentials Form. Your state association president or his/her designee will pick up and cast your ballot.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: Water Department

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Consideration of a proposed Settlement Agreement with the Los Angeles Department of Water and Power to settle various disputes and lawsuits related to testing of Well W385 and to provide for further mitigation of the Five Bridges Impact Site.

DEPARTMENTAL RECOMMENDATION:

Negotiators from the County and LADWP have reached the attached draft settlement agreement. The Water Department recommends adoption of the Settlement Agreement.

SUMMARY DISCUSSION:

The proposed Settlement Agreement will resolve disputes filed by LADWP and Inyo County, pursuant to Long-Term Water Agreement (LTWA) Section X, related to LADWP's proposed two-month pump testing of Well W385 and CEQA litigation brought by the County against LADWP concerning the CEQA document (a negative declaration) adopted by LADWP on the proposed test. In the Settlement Agreement, LADWP and the County agree on the following:

- a) The 1999 Revegetation Plan for the Five Bridges Impact Area to the Settlement Agreement was prepared by the Technical Group as required by Section III.F of the MOU.
- b) The LTWA provides authority to the Technical Group to agree to amend or replace the 1999 Revegetation Plan.
- c) All the goals of the 1999 Revegetation Plan apply to the areas described in the Plan.

In addition to the above agreements, the Settlement Agreement imposes conditions that will protect the environment if the proposed test of the well W385 is conducted. Additionally, the agreement has conditions that will protect the environment if there is a subsequent pump test of well W386, a concurrent test of both wells W385 and W386, or if LADWP proposes operational pumping from either well.

Under the agreement, before LADWP can conduct a pump test of well 385 (or a test of well 386, or a concurrent test of both wells), the Technical Group (the County acts through the Technical Group by providing direction to the County's representatives on the Technical Group) must first adopt the Monitoring and Management Plan which is attached to the Settlement Agreement for testing of Well 385. The Plan contains provisions to protect the environment including the establishment of triggers that will automatically stop the pumping test if water levels in a monitoring well reach a trigger level. Only after the environmental protections in the Plan are in place will the Technical Group amend the 1999 Revegetation Plan to allow the proposed two-month test of well 385 to be conducted. The amendment will temporarily suspend the provision requiring Wells W385 and W386 to be permanently shut down.

If, after the test of well 385, LADWP proposes a pump test of well 386 or a concurrent test of wells 385 and 386, then the County, acting through the Technical Group, must find that a previous pump test did not cause any adverse effects to vegetation in the Five Bridges Impact Area and or any other adverse environmental impacts. Also, the Technical Group must adopt a monitoring and management plan that will ensure that the proposed test will not cause any adverse impact to vegetation or other adverse environmental impacts. After adoption of the plan, the Technical Group must amend the 1999 Revegetation Plan to allow the proposed pump test to be conducted. Such an amendment would again temporarily suspend the provision of the 1999 Plan that requires Wells W385 and W386 to be permanently shut down.

If, after the above described pump tests have been conducted, LADWP proposes some form of operation of well 385 and/or well 386, the following actions to protect the environment are required by the Settlement Agreement:

- a) The Technical Group must first designate a management area and monitoring site requirements for each well in accordance with Section VI of the Water Agreement;
- b) It must be determined by the Technical Group or through dispute resolution that the goals of the 1999 Revegetation Plan have been fully achieved; or
- c) The Technical Group must have adopted a new management plan for the Five Bridges Impact Area that includes a modification or replacement of the "*permanent shut down*" provision of the 1999 Revegetation Plan to allow the operation of the well or wells; and
- d) The Technical Group must find that the goals of that new management plan have been achieved; and
- e) LADWP has prepared and certified an appropriate CEQA document that addresses the operation of the well or wells.

ALTERNATIVES:

If the Settlement Agreement is not approved, then the disputes initiated by LADWP and the County will continue as will the CEQA litigation filed by the County. As with any litigation, the outcome of the disputes and litigation is uncertain; however, one certainty is that the environmental protections established by the Settlement Agreement will not be in place.

If the County prevails in its CEQA litigation, it is likely that the Court will find that the negative declaration adopted by LADWP is not legally adequate because the proposed pumping test of Well 385 is inconsistent with the provision of the 1999 Revegetation Plan requiring Wells W385 and W386 be "*permanently shut down*." If the Court makes such a decision, then the LADWP Board of Commissioners, as the lead agency under CEQA, may be legally able to amend or suspend the Plan to remove or modify the "*permanent shut down*" provision without approval by the County.

If the 1999 Plan is amended or suspended by the LADWP Board of Commissioners, then LADWP will be able to conduct its proposed pumping test of Well 385. Further, in the absence of the additional, successful litigation commenced by the County or others, LADWP may also be able to conduct a pumping test of Well 386, a simultaneous pumping test of Well 385R and Well 386, and to operate one or both wells in the future without the conditions imposed by the Settlement Agreement.

Without the Settlement Agreement, in addition to the loss of the environmental protections in the agreement, there could be adverse findings in the disputes or litigation such as the following: (1) a finding that well W385R (and implicitly W386) is a new well and, thus the mitigation measures imposed on the operation of the well(s), including the 1999 Plan, are no longer applicable, (2) a finding that LADWP can modify the 1999 Revegetation Plan without approval by the County, (3) a finding that the 1999 Revegetation Plan was never properly completed by the Technical Group and therefore was never legally in effect, (4) a finding that, because the water table returned to its natural level, the hydrologic goal of the 1999 Revegetation Plan has been met and the well(s) may be operated, and/or (5) a finding that, despite the evidence presented by the Water Department, the Five Bridges Impact Area has been fully mitigated and LADWP is no longer bound by the requirements of the 1999 Revegetation Plan and 1991 EIR that concern mitigating the site.

Attachments:

Settlement Agreement

OTHER AGENCY INVOLVEMENT:

LADWP, MOU parties.

FINANCING:

N/A

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: _____

6-13-18

SETTLEMENT AGREEMENT
(Draft)

This Settlement Agreement between the County of Inyo (“County”) and the City of Los Angeles Department of Water and Power (“LADWP”) is effective on the ___ day of ____, 2018. The County and LADWP are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

This Agreement is made with reference to the following facts and circumstances:

- A. In March 1987, LADWP installed two new groundwater wells (W385 and W386) in the Five Bridges area of the Laws wellfield in the Owens Valley.
- B. Groundwater pumping from W385 and W386 occurred from 1987 to 1989. The groundwater pumping from the two wells lowered the water level in the surrounding shallow aquifer. As a result of the lowered water level in the shallow aquifer, approximately 300 acres of nearby groundwater dependent vegetation south of the Owens River in the Five Bridges area was adversely impacted (“Five Bridges Impact Area”). In response to the adverse impact to the vegetation, the Department ceased groundwater pumping from W385 and W386 in April 1989.
- C. In October 1991, the Parties entered into a Long Term Water Agreement (“Water Agreement.”) The overall goal of the Water Agreement is to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County
- D. The Water Agreement provides that the Parties are represented by a “Standing Committee” consisting of elected and appointed officials from each entity and by a “Technical Group” consisting of representatives from each entity.
- E. Prior to entering into the Water Agreement, the Parties certified an EIR (“1991 EIR”) that addressed the environmental impacts of the water supply for LADWP’s second aqueduct and the impacts of the Water Agreement.
- F. The 1991 EIR identified the impact in the Five Bridges Impact Area caused by the pumping of W385 and W386 as a significant environmental effect

- and includes Mitigation Measure 10-12, as mitigation to reduce or avoid the adverse environmental impact caused by the pumping of W385 and W386.
- G. In accordance with writ issued by the Third District Court of Appeal, writ, the 1991 EIR was submitted to the Court of Appeal along with a motion that the 1991 EIR be found to be legally adequate and that the Court of Appeal discharge its writ.
 - H. Following the submission of the 1991 EIR to the Court of Appeal, several parties appeared before the Court as amicus curiae and challenged the adequacy of the 1991 EIR.
 - I. In 1997, following an agreement on a Memorandum of Understanding (“1997 MOU”) between the Parties, the California Department of Fish and Game (now the California Department of Fish and Wildlife), the California State Lands Commission, the Sierra Club, the Owens Valley Committee and Carla Scheidlinger (the amicus curiae parties), the Court of Appeal discharged its writ.
 - J. Section III.F of the 1997 MOU requires the Technical Group to prepare mitigation plans and implementation schedules for all areas for which on-site mitigation measures were adopted in the 1991 EIR. In the 1991 EIR, Mitigation Measure 10-12 provided for the following on site mitigation:
Water has been spread over the affected area since 1988. By the summer of 1990, revegetation of native species had begun on approximately 80 percent of the affected area. LADWP and Inyo County are developing a plan to revegetate the entire affected area with riparian and meadow vegetation. This plan will be implemented when it has been completed.
 - K. In accordance with the requirement of section III.F of the 1997 MOU, in 1999, the Technical Group created a revegetation plan and implementation schedule for the impacted vegetation in the Five Bridges area (“1999 Revegetation Plan”). The area of impacted vegetation was described in Mitigation Measure 10-12. The 1999 Revegetation Plan calls for maintaining the groundwater levels in the impacted area at a “natural level” (1998-ongoing) by a “permanent shut down” of pumping from W385 and W386.
 - L. Under the Water Agreement, the “Mitigation Monitoring Plan” adopted by LADWP at the time of the certification of the 1991 EIR, and the 1997 MOU, the Technical Group is responsible for implementation and

enforcement of mitigation plans, including the 1999 Revegetation Plan, prepared pursuant to the 1997 MOU.

- M. In 2014, LADWP modified W385 and W386 by sealing the top approximately 350 feet of each well so that each well, when pumped, would only be capable of extracting groundwater from below the 350 foot level of each well. The modification of the wells also reduced the diameter of the upper portion of each well and reduced the pumping capacity of each well.
- N. On November 28, 2017, the LADWP Board approved a project (“Well 385R Pumping Test Project”) which is described by LADWP as follows: “DWP proposes to conduct a 2 month pumping test of W385R. Data from the pumping test will be used to calibrate the groundwater model for the Bishop/Laws Wellfield, and to document that Well 385R is functionally distinct from original Well385. Approximately 2.8 cfs will be pumped continuously from W385R and discharged through the Fish Slough channel to the Owens River. The pumping test is proposed for winter 2017-2018. No construction is required to conduct the pumping test.”
- O. Prior to approving the above described project, LADWP adopted a Negative Declaration which concluded that the approved pumping test of W385R would have no significant effect on the environment.
- P. On December 6, 2017, LADWP filed a Notice of Determination on the proposed W385R pumping test project with the Inyo County Clerk.
- Q. On January 5, 2018, the County filed a Petition for Writ of Mandate (“Petition”) for violation of the California Environmental Quality Act (CEQA) against the City of Los Angeles and LADWP. The Petition challenges LADWP’s decision on November 28, 2017, to approve the “Well 385R Pumping Test Project” without first complying with the requirements of CEQA.
- R. By letters dated February 22, 2018 and February 28, 2018, LADWP initiated dispute resolution under the Water Agreement requesting that the Technical Group attempt to resolves several issues arising from the proposed testing of Well W385R and pertaining to vegetation conditions and mitigation obligations at the Five Bridges Impact Area.
- S. By letter dated March 20, 2018, the County initiated dispute resolution under the Water Agreement requesting that the Technical Group attempt to resolves several issues arising from the proposed testing of Well W385R

and pertaining to vegetation conditions and mitigation obligations at the Five Bridges Impact Area.

- T. It is the desire and intent of the Parties through this Settlement Agreement to resolve the issues raised by the Parties in their respective disputes and settle the issues raised in the Petition filed by the County.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and other consideration, the receipt of which is acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** Recitals A through T are hereby incorporated by reference thereto.
2. **General Agreements.**
 - a. The 1999 Revegetation Plan for the Five Bridges Impact Area was prepared by the Technical Group as required by Section III.F of the MOU.
 - b. The Water Agreement provides authority to the Technical Group to agree to amend or replace the 1999 Revegetation Plan.
 - c. All the goals of the 1999 Revegetation Plan apply to the areas described in the Plan.
3. **Management of Well 385 and 386.** The Water Agreement does not contain specific provisions for managing a well such as Well 385 that has been modified. Under the circumstances, without agreeing that Well 385 is or is not a “new well,” the Parties have agreed to evaluate, monitor and manage groundwater pumping from Wells 385 and 386 in general accordance with the applicable portions of Section VI (“New Wells and Production Capacity”) of the Water Agreement; however, unless the Technical Group modifies the 1999 Revegetation Plan to allow pumping from those wells, those wells also continue to be governed by the 1999 Revegetation Plan and any other existing mitigation measures referencing those wells. Consequently, a jointly developed monitoring and management plan will govern the proposed pumping test of Wells 385 and 386. (Note the general application of Section VI only applies to Wells 385 and 386; the Parties have not agreed to evaluate, monitor, or manage groundwater pumping from other modified wells in accordance with Section VI of the Water Agreement.

4. **Monitoring and Management Plan for Pumping Test of Well 385R.** The Parties have jointly developed a Monitoring and Management Plan for the proposed pumping test of Well 385R. A copy of the Monitoring and Management Plan is attached as Attachment “A” hereto. The Parties, acting through the Technical Group, will adopt this jointly developed plan, pursuant to this Settlement Agreement. The Parties agree that the adoption of monitoring and management plans by the Technical Group as required by this Settlement Agreement shall not be a precedent as to whether the Technical Group must approve a monitoring and management plan in the future in order to “jointly develop” a plan pursuant to Section VI of the Water Agreement.

5. **Modification of 1999 Revegetation Plan.** The Parties, acting through the Technical Group, will amend the 1999 Revegetation Plan to allow the proposed pumping test of Well 385R to proceed in accordance with the attached Monitoring and Management Plan. Such amendment shall temporarily suspend the provision requiring Wells 385 and 386 be “permanently shut down”.

6. **No Adverse Environmental Effects.** The Parties agree that conducting the proposed pumping test of Well 385R will not cause any adverse effects to vegetation in the Five Bridges Impact Area and will not cause any other adverse environmental impacts.

7. **Pumping Test of Well 385.** After the Parties, acting through the Technical Group, have adopted the Monitoring and Management Plan and have modified the 1999 Revegetation Plan, LADWP may conduct the “Well 385R Pumping Test Project” in accordance with the Monitoring and Management Plan.

8. **Proposed Additional Pumping Tests.** If the pumping test of Well 385 shows that well can be operated without causing any adverse effects to vegetation in the Five Bridges Impact Area and no other adverse environmental impacts, LADWP may desire to conduct further testing of Well 385 and/or a similar pumping test of Well 386. Also, if a pumping test of Well 386 is conducted and it shows that well can be operated without causing any adverse effects to vegetation in the Five Bridges Impact Area and no other adverse environmental impacts, LADWP may desire to conduct a two-month pumping test wherein Well 385 and Well 386 are simultaneously operated.

9. **Pumping Test of Well 386.** LADWP may not conduct a pumping test of Well 386 unless the Technical Group has: (1) agreed that the pumping test of Well 385 did not cause any adverse effects to vegetation in the Five Bridges Impact Area and no other adverse environmental impacts, (2) has jointly developed and approved a monitoring and management plan for the Well 386 pumping test that will ensure that the test will not cause any adverse effects to vegetation in the Five Bridges Impact Area and no other adverse environmental impacts, and (3) has amended the 1999 Revegetation Plan to allow the proposed pumping test of Well 386 to proceed in accordance with the jointly developed monitoring and management plan (such amendment shall temporarily suspend the provision requiring Wells 385 and 386 be “permanently shut down”),.

10. **Pumping Test of the Simultaneous Operation of Wells 385 and 386.** LADWP may not conduct a pumping test of the simultaneous operation of Wells 385 and 386 unless the Technical Group: (1) has agreed that the pumping tests of Wells 385 and 386 did not cause any adverse effects to vegetation in the Five Bridges Impact Area and no other adverse environmental impacts, (2) has jointly developed and approved a monitoring and management plan for the pumping test of the simultaneous operation of the two wells that will ensure that the test will not cause any adverse effects to vegetation in the Five Bridges Impact Area and no other adverse environmental impacts, and (3) has amended the 1999 Revegetation Plan to allow a pumping test of the simultaneous operation of the two wells to proceed in accordance with the jointly developed monitoring and management plan (such amendment shall temporarily suspend the provision requiring Wells 385 and 386 be “permanently shut down”),.

11. **Operational Pumping of Well 385 and/or Well 386.** If, following a pumping test of Well 385, a pumping test of Well 386 or a pumping test of the simultaneous operation of the two wells, LADWP may not conduct further operation of either or both wells unless: (1) the Technical Group: has, in accordance with Section VI of the Water Agreement, designated a management area and monitoring site requirements for each well, (2) it has been determined by the Technical Group or through dispute resolution that the goals of the 1999 Revegetation Plan have been fully achieved or the Technical Group has adopted a new management plan for the Five Bridges Impact Area that includes a modification or replacement of the “permanent shut down” provision of the 1999 Revegetation Plan to allow the

operation of the well or wells and the goals of that new management plan have been achieved, and (3) LADWP has prepared and certified an appropriate CEQA document that addresses the operation of the well or wells .

12. **Dismissal of LADWP Disputes.** Within ten days after the Parties, acting through the Technical Group, have adopted the Monitoring and Management Plan for the “Well 385R Pumping Test Project” and have modified the 1999 Revegetation Plan to temporarily suspend the “permanent shut down” provision to allow the “Well 385R Pumping Test Project” to proceed in accordance with the attached Monitoring and Management Plan, (whichever act occurs later), LADWP will send a letter to the County withdrawing its requests initiating dispute resolution on the issues identified in its letters dated February 22, 2018 and February 28, 2018.

13. **Dismissal of County Dispute and the County’s Petition.** Within ten days after the Parties, acting through the Technical Group, have adopted the Monitoring and Management Plan for the proposed pumping test of Well 385R and have modified the 1999 Revegetation Plan to temporarily suspend the permanent shut down” provision to allow the “Well 385R Pumping Test Project” to proceed in accordance with the attached Monitoring and Management Plan (whichever act occurs later), the County will send a letter to LADWP withdrawing its requests initiating dispute resolution on the issues identified in its letter dated March 20, 2018, and will file a Request for Dismissal of its Petition with prejudice.

14. **Dispute over whether the goals of the 1999 Revegetation Plan have been met.** The question of whether the 1999 Revegetation Plan’s goals have or have not been met is not resolved by this Settlement Agreement. The withdrawal of LADWP’s dispute over whether the goals of the 1999 Revegetation Plan have been met does not prohibit LADWP or the County from reinitiating that dispute at a later time.

15. **Other Litigation.** The County is named as a Real Party in Interest in Inyo County Superior Court Case Number SICVCV17-61853. The County will support the agreements and conclusions contained in this Settlement Agreement in that litigation.

16. **Attorneys’ Fees and Costs.** Each party shall bear its own attorneys’ fees and costs related to the disputes filed by the Parties, the Petition filed by the County and the negotiation and entry of this Settlement Agreement.

17. **No Admission.** This Settlement Agreement pertains to disputed claims and is a result of compromise. As such, except as expressly provided herein, it does not constitute and shall not be deemed an admission of any fact or of any liability by either Party.

18. **Entire Agreement.** This Settlement Agreement contains the sole and entire agreement and understanding between the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related hereto, whether oral or written, are hereby merged herein.

19. **Counterparts.** This Settlement Agreement may be executed in counterparts and, when executed, all such counterparts shall constitute one agreement that shall be binding upon the Parties, notwithstanding that the signatures of the Parties' designated representatives do not appear on the same page.

20. **Notices.** Any notices required by this Settlement Agreement shall be sent via U.S. Mail to the addresses for the other Party at the addresses provided in this paragraph, or at such other address for a Party as shall have been specified by the Party in written notice provided to other Party. A notice shall be deemed delivered 3 business days after deposit of the notice in the U.S. Mail. Notices shall be addressed and delivered as follows:

To County:

County Administrator
P.O. Drawer N
Independence, California 93526

Copy to:
County Counsel
County of Inyo
P.O. Drawer M
Independence, California 93526

To LADWP:

Director of Water Operations
Los Angeles Department of Water and Power
P.O. BOX 51111 - Room 1449
Los Angeles, California 90051-0100

Copy to:
City of Los Angeles, Office of the City Attorney
221 North Figueroa Street, Suite 1000
Los Angeles, California 90012

21. **Modifications.** This Settlement Agreement may be modified or amended by written agreement of the Parties.
22. **Choice of Law.** This Settlement Agreement shall be interpreted and enforced pursuant to the laws of the State of California without regard to choice of law principles.
23. **Interpretation.** This Settlement Agreement is the product of negotiation and preparation by and among the Parties and their respective counsel. It shall not be deemed prepared or drafted by one Party or another, and shall be construed accordingly.
24. **Illegality/Severability.** Any provision or provisions of this Settlement Agreement that are determined by a court of competent jurisdiction to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.
25. **Litigation and Venue.** If a Party reasonably believes that any other Party has breached this Settlement Agreement by failing to discharge an obligation or perform a duty required of it, then, such party may institute an appropriate action in the Superior Court of California, County of Inyo within 60 days of such breach. If such an action is filed, either Party may file a motion seeking an order a transferring venue to another court. In such event, the other Party may oppose such a motion.

26. **No Effect on Disputes Arising from the Water Agreement.** Except for its specific provisions pertaining to Wells 385 and 386, this Settlement Agreement does not apply to any existing or future disagreements arising from or relating to the Water Agreement.

27. **Failure to Approve Settlement Agreement.** If the Parties do not approve this Settlement Agreement, the disputes described in Recitals R and S that have been initiated by the Parties shall be resolved in accordance with the dispute resolution procedures of the LTWA.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates written below.

COUNTY

Date: _____

By: Dan Totheroh
Chair, Board of Supervisors

LADWP

Date: _____

By: David Wright
General Manager

ATTACHMENT A

Pumping Test of W385R in the Laws Wellfield Monitoring Plan (June 2018)

1. Purpose:

The purpose of this document is to describe a monitoring plan for a pumping test of the modified production well W385R in the Laws Wellfield (Figure 1). Well W385R is the new designation of the existing well W385 that was modified and now has different hydraulic characteristics and significantly lower pumping capacity than its original design. The modification to Well W385 sealed the screened portion of the wells within the shallow aquifer (50-323 feet) to minimize potential impacts on the groundwater dependent vegetation. The hypothesis underlying this test is that by sealing the upper part of the well screen, pumping effects on the shallow aquifer and groundwater dependent resources will be reduced or eliminated. A sixty-day test was conducted on wells W385 and W386 in 1993-1994, and the test proposed here will provide data to compare with the prior test so that the effect of the modifications made to the well can be evaluated.

Because of the concerns expressed regarding potential impacts on nearby resources, LADWP is now treating modified well W385R and nearby W386R as new wells. LADWP is planning to conduct a two-month pumping test to collect necessary data for evaluating potential impacts of operating this well on nearby resources. The goal of this monitoring program is to assist in determining any potential long-term effects of pumping this well on nearby resources.

2. Setting:

A brief overview of the hydrogeology of the W385R/Five Bridges project area follows. The W385R/Five Bridges project area is located in the northern portion of the Owens Valley in the immediate vicinity of the confluence of the Owens River and Fish Slough.

In general, ground and surface water, originating from the Sierra, flows northeast from the Bishop Creek alluvial fan to the Owens River. Additional surface and groundwater flow enters the project area from the west along the Owen River. The Volcanic Tablelands and Fish Slough are located north of the project area and provide surface flow, and potentially groundwater flow, to the Five Bridges area. There are a series of north-south striking faults running north from Bishop through the project area into the Volcanic Tablelands. In other locations in the Owens Valley, faults generally interrupt groundwater flow across (perpendicular to) the axis of their strike while preferentially allowing flow along (parallel to) their strike. The north-south striking Fish Slough fault lies in the immediate vicinity of the project area.

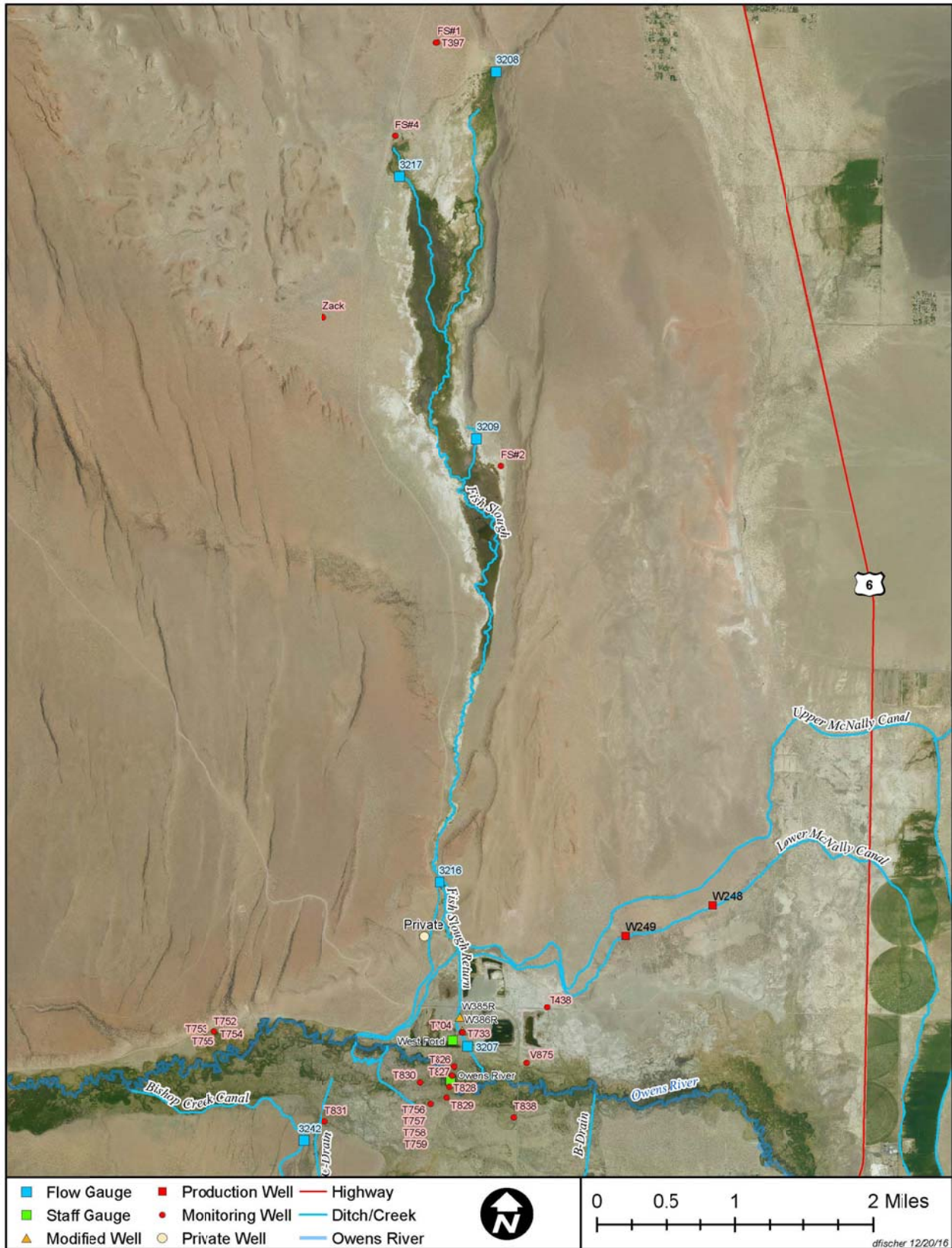


Figure 1 – Map of Monitoring Locations near Production Wells W385R

Flows in the Owens River are related to seasonal runoff and are largely controlled by LADWP operations. Surface and groundwater flow exits the project area to the east or southeast. Additional factors affecting groundwater levels include water diverted from the Bishop Creek Canal (west to south of the project) for irrigation, pumping on the Bishop Cone (notably LADWP production well W410 located approximately 1.5 mile south of the project area), evapotranspiration which peaks spring through fall, and precipitation which falls primarily fall through spring. Groundwater levels in the vicinity of the project are generally shallow (less than 15 feet below ground surface).

The subsurface layers in the vicinity of W385R, from shallow to deep, consist generally of poorly to moderately consolidated alluvial and fluvial sand and gravel deposits related to the Owens River flood plain; the buried Bishop Tuff related to the formation of the Volcanic Tablelands; and sands, silts and clays related to older fluvial and lacustrine deposits. The Bishop tuff and or clay layers at depth related to older lacustrine deposits can create confining or semi-confining layers which separate the recent alluvial and fluvial deposits (“shallow aquifer”) from the older buried sediments (“deep aquifer”).

Wetland and phreatophytic vegetation exists in the Owens River flood plain in the project area as does irrigated pasture. The Fish Slough ecosystem to the north is an Area of Critical Environmental Concern. It is hypothesized that groundwater from beneath the Volcanic Tablelands and Tri Valley region discharges at Fish Slough and sustains this groundwater-dependent ecosystem.

A three-dimensional finite-difference MODFLOW groundwater model was developed by MWH Americas Consulting Co in 2006 for the Bishop-Laws area, including the W385R area. This model was updated and calibrated with transient data in 2011. Data collected from this two-month operational test on W385R can be used to update and recalibrate the Bishop/Laws groundwater flow model before using it to simulate long-term operation of this well.

Extensive USGS studies, DWR and University of California research, and LADWP data collection exists in the project area and can be found on the Inyo County Water Department’s website www.inyowater.org or on LADWP’s www.ladwp.com webpage.

3. Background:

Wells W385 and W386 were drilled in March 1987 and screened from approximately 50 to 550 feet. Their purpose was to supply or provide make-up water for enhancement/mitigation projects in Owens Valley and to dewater nearby gravel deposits to facilitate gravel mining. As originally designed, these wells were screened in both shallow and deep aquifers. Pumping from wells W385 and W386 occurred between 1987 and 1989, groundwater levels in the surrounding shallow aquifer were lowered, and as a result, approximately 300 acres of groundwater-dependent vegetation south of the Owens River, known as the Five Bridges Area, was impacted partially by operation of these wells. Therefore, LADWP stopped operating these wells.

Following signing of the Inyo County/ Los Angeles Water Agreement and in order to more accurately quantify the potential impacts of W385 and W386, in 1993 a series of shallow monitoring wells were installed in the Five Bridges area. Then, LADWP and Inyo County Water Department conducted a two-month pumping test of W385 and W386 from November 1993 to January 1994. Both wells were pumped simultaneously with a combined pumping rate of 16.5 cfs. Water levels were monitored in monitoring wells located on the north and south sides of Owens River. As shown in Figure 2, pumping W385 and W386 affected groundwater levels in all monitoring wells on either side of Owens River. The two wells, therefore, remained off with data collection continuing at the shallow monitoring wells to date.

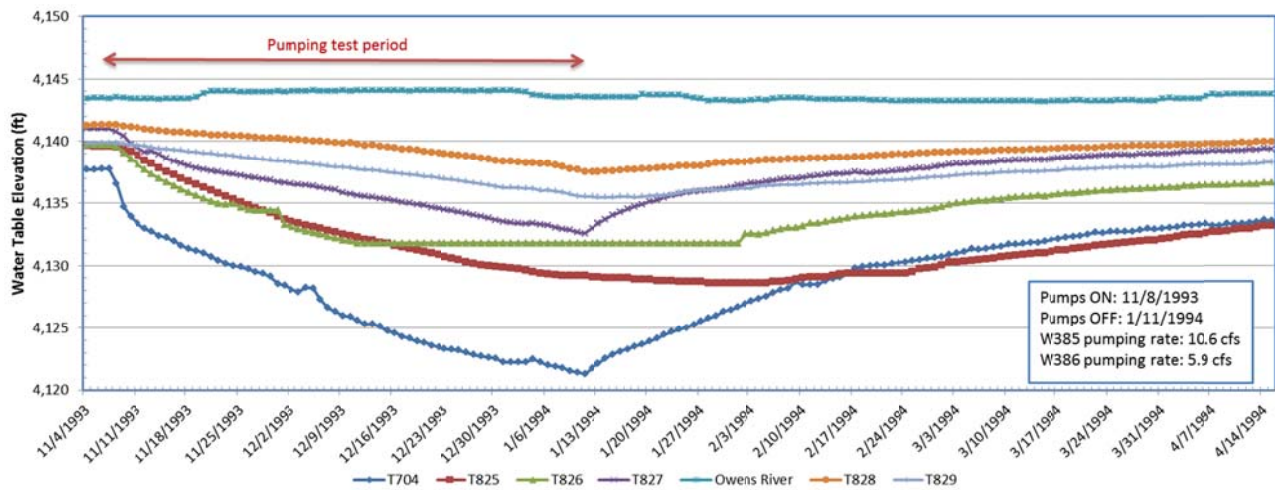


Figure 2. Result of Pumping Test of W385 and W386 in 1993-94 (Locations are shown in Figure 1)

LADWP modified W385 and W386 in 2013 (see Appendix A, *Owens Valley Well Modification Project*, January 2015) by pumping cement grout into the upper screened sections and sealing both wells to depths greater than 300 feet. After sealing the shallow portion of the screen, a 24-hour pumping test was conducted at each of these wells. This resulted in a substantial reduction in the pumping capacity of these wells (from 10.1 cfs to 2.8 cfs in W385 and from 6.2 cfs to 2.8 cfs in W386). Hydrographs of water levels in monitoring wells showing response to 24-hour pumping tests are presented in Figure 3. Groundwater monitoring during the 24-hour pumping tests did not show any effect of pumping on the groundwater levels in the shallow aquifer, either north or south of Owens River. Therefore, LADWP started the process of activating well W385R.

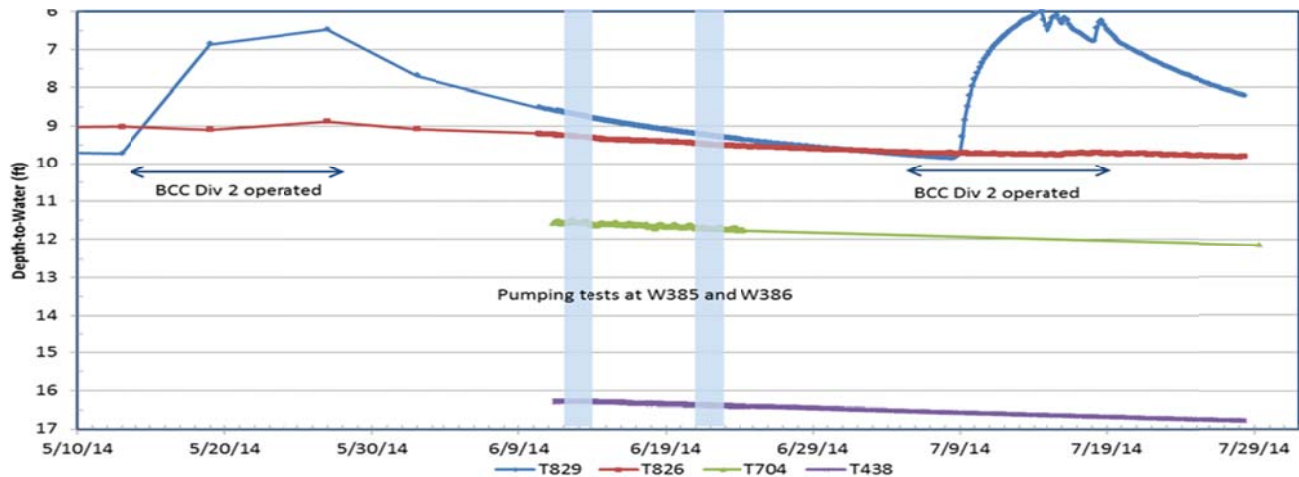


Figure 3 – 24-hour Aquifer Pumping Test of Wells W385R and W386R in 2014
(Locations are shown in Figure 1)

Following expressed concerns by the community regarding potential effects of pumping the modified wells, LADWP decided to treat these modified wells as new wells and to follow the process of activating new wells as outlined in the Water Agreement. While the new wells are located at the same locations as W385 and W386, characteristics of these wells have significantly changed because:

- Original wells W385 and W386 pumped from both shallow and deep aquifers while the modified wells W385R and W386R pumps water that is drawn only from the deep portion of the aquifer.
- The pumping capacity of the modified well W385R is only 2.8 cfs, compared with combined pumping capacity of the original wells W385 and W386 of 16.3 (an 83% reduction of the overall pumping capacity)
- Wells W385 and W386 were pumped simultaneously in 1980s while W385R and W386R would pump simultaneously if evaluation and modeling shows that combined pumping would not have significant impacts on nearby groundwater-dependent resources.

To evaluate potential impacts of operating W385R, LADWP is planning to conduct a two-month pumping test and to monitor groundwater levels in select nearby monitoring wells and surface water features both north and south of W385R. This pumping test will be similar to the two-month pumping test that was conducted on W385 and W386 in 1993-94, only with a significantly reduced pumping capacity and possible isolation of the pumped zone from the shallow zone by confining layers. Comparison of groundwater level hydrographs from the two tests should provide a good indication of the expected effect of operating W385R on groundwater levels and consequently the nearby resources. Data from this pumping test will also be used to recalibrate the Bishop/Laws groundwater flow model before using it to simulate long-term operation of this well.

This monitoring plan includes mainly hydrologic monitoring but will also include monitoring vegetation through photo point monitoring and existing permanent vegetation transects.

4. Hydrologic Monitoring

The proposed two-month pumping test of W385R is planned for winter to be most comparable with the 1993/4 test conducted from November to January. Also during the winter months, other hydrologic variables such as irrigation to Five Bridges, significant changes in stage to the Owens River, and/or seasonal changes related to evapotranspiration, are less of a factor.

The main tool in determining potential effects of pumping W385R will be through hydrologic monitoring including both surface and groundwater north and south of the Owens River. Table 1 shows a list of wells that have historically been and currently are being monitored. These wells are a combination of shallow test wells (less than 40 feet deep) and deeper wells screened in the deeper aquifer. These wells will continue to be monitored both during and after the two-month test with increased frequency. Figure 1 shows the location of the monitoring wells.

All LADWP wells will be monitored by LADWP. The Inyo County Water Department (ICWD) can spot check the water levels in these wells. Majorities of the LADWP monitoring wells listed in Table 1 have been equipped with pressure transducers to record groundwater levels every 6 hours; all wells will have manual depth-to-water reads measured as per the schedule that follows.

Background data is being collected and data collected during the pumping test will be downloaded on day 3, 7, 14, 21, 28, 42, and 60 after the start of pumping. After quality assurance and quality control on this data has been completed, they will be transmitted to ICWD. The ICWD has contacted the owner of the private well located northwest of well W385R, is currently monitoring groundwater level in this private well, and will continue to collect groundwater data during and after the pumping test. In addition, ICWD is currently monitoring four BLM monitoring wells in the Fish Slough area (Fish Slough #1, 2, 4 and Zack Well). ICWD will share data collected from these wells with LADWP.

Table 1. Monitoring wells to be monitored during the two-month pumping test of W385R
(Locations are shown in Figure 1)

Monitoring Well	Depth (ft)	Distance from W385 (ft)	Direction from W385	Location relative to Owens River
T438	37	3,330	NE	N. of River
T704	32	570	S	N. of River
T733	674	585	S	N. of River
T752	680	9,422	W	N. of River
T753	100	9,422	W	N. of River
T754	210	9,422	W	N. of River
T755	490	9,422	W	N. of River
T756	45	3,560	SW	S. of River
T757	310	3,560	SW	S. of River
T758	575	3,560	SW	S. of River
T759	210	3,560	SW	S. of River
T826	17	1,880	S	N. of River
T827	16	2,220	S	N. of River
T828	15	2,680	S	S. of River
T829	17	3,090	S	S. of River
T830	14	2,920	SW	S. of River
T831	10	6,490	SW	S. of River
T838	37	4,310	SE	S. of River
V875	21	3,080	SE	N. of River
W248	602	10,592	NE	N. of River
W386R	560	530	S	N. of River
Private Well	160	3,400	N	N. of River
FS#1	61	7.1 miles	N	N. of River
FS#2	46	4.0 miles	N	N. of River
FS#4	8	6.4 miles	N	N. of River
Zack	257	5.2 miles	N	N. of River
T397	180	7.1 miles	N	N. of River

Besides groundwater level monitoring, it is also desirable to monitor surface water features near W385R. This is to measure and separate the effect of changes in the stage of surface water features from the effect of groundwater pumping on groundwater levels in the shallow aquifer. Table 2 list all surface water features that will be monitored as part of data gathering for the two-month pumping test. Discharge in the Owens River is controlled by releases from Pleasant Valley Reservoir, five miles to the west, and releases during the winter are typically in the 200-300 cfs range. Any decreases in the river flow due to capture by the pumping well would be too small to measure. LADWP personnel has installed a staff gauge along a transect connecting T827 and T828 to monitor water level in the Owens River. Water level in the pond located west of W385R will also be monitored using a staff gauge installed in the pond. Both staff gauges will be read daily during weekdays and will be included in the monitoring data provided to ICWD.

Table 2. Surface water monitoring during the two-month pumping test
(Locations are shown in Figure 1)

Station	Name	Notes
3208	FISH SLOUGH SPRINGS BELOW POND #1	Northern most station at Fish Slough
3209	FISH SLOUGH SPRINGS AT B.L.M. SPRING	Fish Slough near FS#2
3216	FISH SLOUGH AT L.A. STATION #2	Fish Slough at Upper McNally Canal
3217	Fish Slough Spring below Ponds 2 and 3	Fish Slough Spring south of T397
3207	FISH SLOUGH AT OWENS RIVER	Fish Slough at Owens River
3242	BISHOP CK CANAL DIV. TO 5 BRIDGES #2	Diversion No.2 off Bishop Creek
	Owens River Staff Gauge	North shore of Owens River
3343	West Pont Staff Gauge	pond west of W385R

Since early 2000, LADWP has been diverting water from Diversion #2 of Bishop Creek Canal three times a year to promote vegetation recovery in the Five Bridges Area. Operation of this diversion has shown to affect groundwater level in the Five Bridges Area south of the Owens River (see T829 data in Figure 2). Therefore, LADWP will not release water from Diversion #2 into the Five Bridges Area during the pumping test of W385R. This should help separate the effect of pumping from that of surface water operation on shallow groundwater elevation.

Fish Slough to the north of well W385R is another surface water feature in the vicinity of these wells. Given the concerns expressed regarding the potential effect of pumping from well W385R, A number of features in the Fish Slough area will be monitored before, during, and after the completion of the 2-month pumping test. These monitoring locations are shown in Figure 1 and tables 1 and 2. Figure 4 shows flow measurements in the four existing flumes in Fish Slough area. All these flow measurements show some seasonal effect and long-term declining flow, which could be the effect of the increased groundwater pumping in Tri-Valley area located northeast of Fish Slough. LADWP will also continue to monitor the Fish Slough Springs at BLM Springs weir (ID: 3209), Fish Slough Springs below Ponds #2 and #3 (ID: 3217), and the Fish Slough Springs below Pond #1 at flume (ID: 3208).

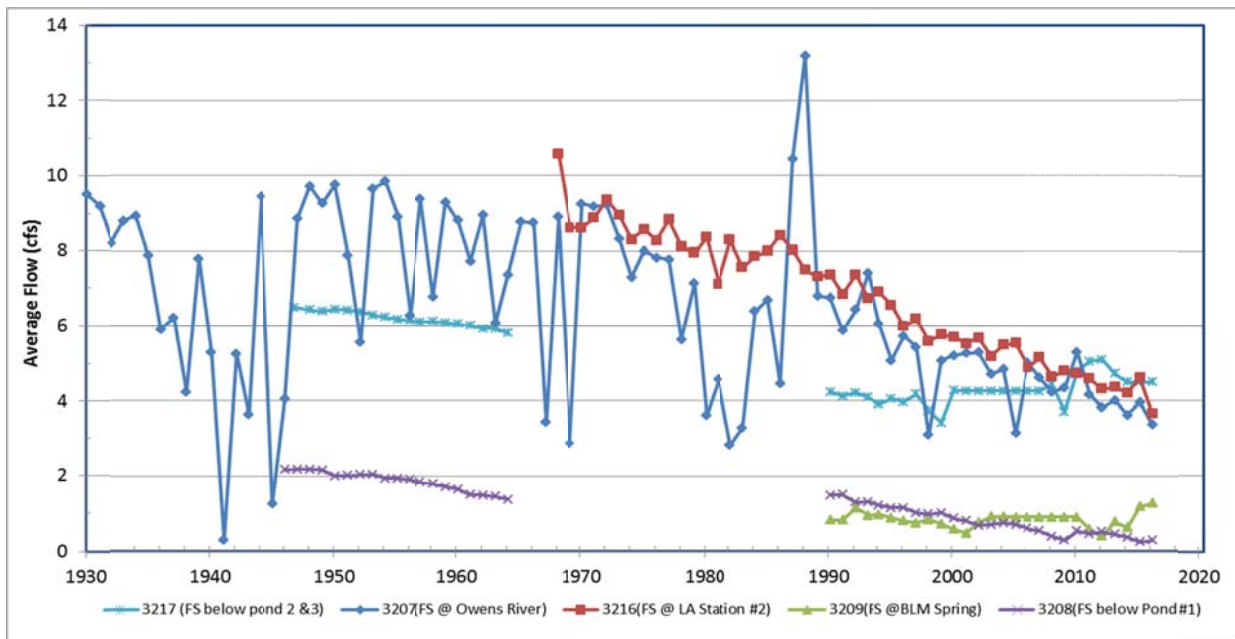


Figure 4. Hydrograph of flow monitoring in Fish Slough Areas. (Locations shown in Figure 1)

Operation of McNally canals affects groundwater levels in the vicinity of the canals. Therefore, LADWP will not operate McNally canals during the two-month pumping test of W385R to determine its potential effect on groundwater levels in the shallow aquifer, especially north of Owens River. Groundwater produced from W385R will be conveyed through the existing Fish Slough channel to the Owens River and should not affect nearby shallow groundwater levels. During the irrigation season following the test, water diversions to the Five Bridges Area will be conducted three times to promote vegetation recovery in the area. The amount of water diverted to the area will equal or exceed the amount of water pumped during the test.

Surface water flow measurements will be made either in average daily flow (cubic feet per second) or total daily volume (acre-feet) released.

After the two-month pumping test is completed, results will be tabulated and compared to the 1993/94 test. Flow and groundwater monitoring will continue on their pre-test schedules. If pumping test results and groundwater modeling indicate that W385R will not have a negative effect on nearby groundwater levels, additional testing or operations may be considered by the Technical Group.

5. Trigger levels

The purpose of groundwater level triggers is to prevent potential significant impacts to nearby vegetation, domestic wells, and the Fish Slough Area of Critical Environmental Concern due to water table decline related to 385R pumping. As of September 2017, groundwater levels at the two vegetation-related trigger wells are approximately three feet below ground surface, within the rooting zone of meadow vegetation. The groundwater level in the domestic trigger well is approximately 10 feet below ground surface. Groundwater depths at the wells listed in Table 1 of Appendix A will be measured within a week before the pumping test begins. The three triggers levels at FS #2, T830 and Private Well will be set based on those water levels and will take into account the expected hydrologic changes at each of the three wells for the ensuing two-month test period. Hydrologic changes unrelated to pumping include: seasonal changes in evaporation, transpiration, and recharge rates; temporary dynamic drawdown in the domestic well caused by use of the well; and changes related to surface water management by LADWP of the Owens River, McNally Canals, Five Bridges irrigation ditches, C-drain, and other conveyances.

As noted in the individual trigger descriptions, the two vegetation-related triggers will be set approximately 1-2 feet below the expected, non-pumping related water table change. In effect, triggers will represent 1-2 feet of drawdown caused by pumping. The trigger level for the domestic well (10 feet) represents a drawdown that is two feet less than the drawdown observed during the 1993/94 test (12 feet). The well owner states that the 1993/94 test did not cause a significant impact to his well's operability; therefore, the 10-foot trigger should not cause a significant impact. If LADWP and Inyo County are unable to agree upon the actual trigger levels, setting of the trigger levels shall be subject to the Water Agreement's dispute resolution procedure.

1. A trigger level in monitoring well T830 will be set immediately preceding the pumping test at a value agreed upon by LADWP and ICWD technical staffs. This trigger will be based on a measurable deviation below the expected seasonal change in groundwater level at this well. For example, if groundwater level in T830 is 8 feet below ground surface (bgs) before the test and the normal winter decline is 1 foot, the trigger would be set at 10 feet bgs. For comparison, during the 1993/94 pumping test groundwater in T830 declined approximately 5 feet.
2. A trigger level in the private well located northwest of W385R will be set immediately preceding the pumping test at 10 feet below the pre-pump testing static water level. For example, if static groundwater level in this well is 15 feet bgs before the test, the trigger will be

set at 25 feet bgs. Based on the well construction, pump depth, and dynamic drawdown caused by in-well pumping of the domestic well, a 10 foot drawdown trigger would be protective of well operability. For comparison, during the 1993-94 test the groundwater level in this well dropped approximately 12 feet without adversely affecting short-term well operability.

3. A trigger level at Fish Slough #2, the southern-most Fish Slough monitoring well (located southeast of BLM Springs), will be set using similar method as T830. This trigger will be set immediately preceding the pumping test at a value agreed upon by LADWP and ICWD technical staffs. This trigger will be based on a measurable deviation below the expected seasonal change in groundwater level. For example if water level in FS#2 is 4 feet bgs before the test and the normal winter trend is upward, the trigger can be set at 5 feet bgs. Data does not exist for other Fish Slough area wells from the 1993-94 time period.

In the event that water level in any of the three wells falls to the set trigger level for that well during the two-month pumping test, the pumping from W385R will stop and the data from the abbreviated test will be analyzed. Utilizing the trigger levels for the management of pumping W385R as stated above in items 1-3 will be limited only to the two month pumping test period. This work plan is neither an endorsement nor a limitation on the use of trigger levels for future testing and management of pumping from W385R.

6. Vegetation Monitoring

While hydrologic monitoring will be the primary mechanism for detecting potential change associated with pumping test of W385R, LADWP will also monitor vegetation through photo point monitoring and two permanent vegetation-transects linked to monitoring site Laws 4.

Photo point locations were previously established following the initial vegetation impacts to the Five Bridges Area and new photos are captured annually at the peak of the growing season as part of LADWP's mitigation monitoring. These photo point locations are Control, Overview, West Meadow, Exclosure, Multiple Completion Meadow, and Burn, and are shown in Figure 4 relative to the location of W385R and W386R. There is a considerable photo dataset showing a range of conditions over the past 18 years at these locations, as some of these points were established as early as 1988.

For the purposes of tracking potential vegetation impacts in response to the pumping test of W385R, LADWP will conduct photo point monitoring at 4 of the 6 Five Bridges Photo Points monthly during the growing season (April –September). These 4 locations are Overview, West Meadow, Multiple Completion, and Burn; it is unnecessary to conduct the monthly monitoring at the Control and Exclosure sites and these points will continue to be monitored at the peak of the growing season as in past years. Although there are significant photo records at each of these sites for many years, current conditions were documented in April 2016 as Baseline Conditions

prior to operating well W385R. These photos are provided in Appendix B. LADWP will conduct the monthly photo point monitoring for the duration of initial testing period per Section VI of the Water Agreement.

The two permanent vegetation transects associated with Laws 4 are monitored annually to track species composition and percent cover in the mitigation area. L4A and L4B are both located in alkali meadows; Transect L4A in the Multiple Completion Meadow, L4B in the West Meadow. At Transect L4A in 2014, live perennial cover was 8.7% composed of 5 native species. Perennial cover at Transect L4B in 2014 was 34.1% composed of 6 native species. Vegetation cover has declined at both of these sites in recent years due to successive dry years, pepperweed invasion and subsequent weed treatment, all occurring prior to this initial operation of W385R. However, this data is collected annually and will serve as an additional mechanism to track the effects of the well operation on vegetation if such an impact can be isolated from other influences. If there appears to be a significant decline in vegetation in response to well activity, provisions outlined in the Green Book will be followed.

Figure 5 – Photo Point and Vegetation Monitoring Sites for Pumping test of Well W385R





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Water Department

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Consideration of a letter of support for Starlite Community Service District's request for modification of the boundary of the Owens Valley Groundwater Basin.

DEPARTMENTAL RECOMMENDATION:

Staff recommends sending a letter of support for Starlite Community Service District's request to the California Department of Water Resources for a modification to the boundary of the Owens Valley Groundwater Basin, and authorizing the Board Chairman to sign.

SUMMARY DISCUSSION:

The Starlite Community Service District (SCSD) is requesting that the California Department of Water Resources (DWR) modify the boundary of the Owens Valley Groundwater Basin (Basin) so as to exclude SCSD from the Basin. DWR's Bulletin 118 is the document that defines groundwater basins throughout the state, and it describes the boundaries of a groundwater basin as "*The lateral boundaries [...] are located where porous sediments deposited in the valley, such as sand, gravel, and silt, meet the bedrock that comprises the neighboring mountains. The physical bottom of the basin occurs where the porous valley deposits contact the underlying bedrock.*" SCSD has a sound hydrogeologic argument that within their boundaries, there is only a thin cover of alluvium overlying granitic bedrock, and the water source for SCSD's wells is the fractured bedrock, not the overlying alluvium.

The Owens Valley Groundwater Authority approved a letter supporting SCSD's request at its May 10 meeting. A draft letter is attached.

Attachments:

Draft letter

ALTERNATIVES:

Do not send letter.

OTHER AGENCY INVOLVEMENT: Department of Water Resources, Starlite Community Service District, Owens Valley Groundwater Authority

FINANCING:

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Robert Young Date: 6/5/18

Mr. Timothy Godwin
Sustainable Groundwater Management Section
California Department of Water Resources
P.O. Box 942836
Sacramento, California 94236-0001

Dear Mr. Godwin:

This letter is to express support from the Inyo County for a groundwater basin boundary modification request proposed by the Starlite Community Services District (SCSD).

The Starlite Community Services District has resolved to petition the California Department of Water Resources for a modification of the boundaries of the Owens Valley Groundwater Basin based on scientific principles. SCSD desires to be excluded from the greater OVGB due to the fault bounded, fractured granite aquifer in the SCSD vicinity properly belonging to the adjacent and surrounding Tungsten Hills, and being separate from the Owens Valley's alluvial aquifer. Though the McGee Meadows, where SCSD is located, show as a small horseshoe of quaternary alluvium on large scale geologic maps of the area, the alluvial and glacial deposits form only a thin blanket over underlying granitic bedrock. If mapped on a fine scale it would be noted that there are outcrops of granitic bedrock throughout the Starlite development which demonstrate the thinness of the alluvial overburden. The fractured granite bedrock is the source for all groundwater production in the vicinity of the SCSD.

We would like to thank the California Department of Water Resources for giving favorable consideration to the Starlite Community Services District's request for a boundary modification in their portion of the Owens Valley Groundwater Basin.

Sincerely,

Dan Totheroh
Chairman, County of Inyo Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Request the Board ratify payments to Safeway/Vons and approve an additional blanket purchase order in the amount of \$2,000.00.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve purchases from Safeway/Vons in the amount of \$9,861.93 and authorize an additional blanket purchase order in the amount of \$2,000 for outstanding invoices and the remainder of the fiscal year.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

County Purchasing Policy indicates that any department wide purchases from one vendor for over \$10,000 must be approved by the Board. HHS has 23 individual budgets that it oversees. We have purchased almost \$10,000 in supplies and gift cards in this fiscal year. We are respectfully requesting those purchases be approved and we be authorized for an additional \$2,000 blanket purchase order for purchases for Safeway/Vons.

Supplies are used for meetings with foster families and youth coalition, formula in emergency CPS issues and food demonstrations for seniors and families. Gift cards are used for client incentives to participate in activities or to provide emergency assistance at times of crisis.

ALTERNATIVES:

The Board could decide not to approve this request which would result in being unable to purchase updated equipment.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal dollars and Realignment. These expenses are budgeted in various HHS budgets in the General Operating object code and the Support & Care code (5311/5501). No County General Funds.

APPROVALS

AUDITOR/CONTROLLER:

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)

Ana Gillemaur

Approved: *AG* Date: *6/11/18*

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Maph

Date: *6/13/18*



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
 Informational
- Public

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Request to hire one full time Residential Caregiver position in the Behavioral Health division.

DEPARTMENTAL RECOMMENDATION:

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

- a. the availability of funding for a Residential Caregiver position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller;
- b. where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment though an open recruitment may be required if there are no internal candidates and;
- c. approve the hiring of one Residential Caregiver at range 53 (\$3010 - \$3659).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A full time Residential Caregiver position at Progress House in the Behavioral Health Division became vacant as an employee retired from this position effective June 13, 2018. This position is one of six authorized Residential Caregiver positions and is supervised by the Progress House Manager. Residential Caregivers provide close supervision, medication assistance, linkages to the community, supportive counseling and crisis intervention for the residents. They also assist with daily living skills and provision of meals and housekeeping of the facility. The Caregivers additionally provide the first line of communication as part of the mental health on-call response. Caregivers are able to provide assistance to resolve approximately two thirds of the calls received without the need to move to the second level of on-call response, resulting in reduced costs. Residential Caregivers must be able to de-escalate crises and assess and communicate effectively around behavioral health and health issues with consumers, professionals and partners.

The Department respectfully requests that your Board authorize the hiring of one full-time Residential Caregiver to fill the vacancy at Progress House.

ALTERNATIVES:



The Board could choose to not to fill this vacancy. This would result in continued difficulty in meeting the higher acuity of the program and will result in continued overtime costs being incurred, and resulting personnel challenges.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

FINANCING:

Progress House is funded through our federal Block Grant and State MHSA funds specifically targeting this population. This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County general funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>6/8/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>6/7/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6/11/18



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: County Administrator

By: Kevin D. Carunchio, Budget Officer
Amy Shepherd, Auditor-Controller
Denelle Carrington, Budget Analyst

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Adoption of Modified Fiscal Year 2017-2018 Board Approved Budget as the Preliminary Budget for Fiscal Year 2018-2019

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt the modified Fiscal Year 2017-2018 Board Approved Budget as the Preliminary Budget for Fiscal Year 2018-2019 and approve the Fixed Assets as recommended by staff (4/5th's vote required).

SUMMARY DISCUSSION:

Preliminary Budget

A budget must be adopted for continuation of County operations into Fiscal Year 2018-2019. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2017-2018 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2018-2019 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2018-2019, which is expected to occur by mid-September.

The Fiscal Year 2018-2019 Preliminary Budget, which includes all Funds within your Board's purview, contains \$86,897,729 in expenditures and \$86,624,218 in revenues. Of these totals, the General Fund portions are \$57,914,958 and \$53,615,750 respectively. This assumes a General Fund Balance for the year ending June 30th of \$4,299,208. While Fund Balance will not be certified by the Auditor-Controller until September 4, 2018 the Preliminary Budget reliance on Fund Balance is somewhat misleading given the Preliminary Budget will not be close to being fully expended prior to the Final Budget being approved based on actual Fund Balance.

Rollover List

Approving the Preliminary Budget is necessary to keep operations going until passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period". These do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

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

Budget	Budget #	Obj. Code	Amount	Description
Board of Supervisors	010100	5232	\$ 1,500	Shelving for Storage Units
CAO-ACO	010201	5650	\$ 20,000	Contingency/Capital Purchases
		5232	\$ 3,000	Contingency/Capital Purchases
		5265	\$ 300,000	Contracted Services
CAO Natural Resource Development	010204	5265	\$ 55,000	Contracted Services
Advertising County Resources	011400	5511	\$ 6,995	Community Project Sponsorship Program (1/3 of last year's appropriation for possible summer/fall grants)
Cannabis Regulation - General Operating	023301	4821	\$ 38,282	Non-staff operating costs for the first three months of the year
		5112-5331	\$ 38,282	
Computer Upgrade	011808	5232	\$ 20,000	Emergency Computer Equipment Purchases
		5232	\$ 173,756	Tech Refresh and Storage Solution
Information Services	011801	5265	\$ 55,000	Website Design Contract
OES - VWAC 17-18	620417	5232	\$ 1,500	Purchase of equipment before grant ends on 09/30/18
Road	034600	5700	\$ 300,000	Whitney Portal, Horseshoe, Birchim and Onion Valley
		5650	\$ 50,000	Mower Deck
		5309	\$ 400,000	Ongoing SB1 Projects
Road Projects - State Funded	034601	5711	\$ 30,000	Continuation of Road Projects
		5735	\$ 50,000	
		5736	\$ 50,000	
		5740	\$ 128,000	
		5741	\$ 15,000	
		5743	\$ 340,000	
Independence Water System	152101	5281	\$ 25,000	Pipe rental for ongoing construction
Independence Lighting	800101	5191	\$ 14,000	Light Poles
		5265	\$ 14,000	Contracted Services
		5124	\$ 5,000	Staffing time
Lone Pine Lighting	800201	5191	\$ 21,000	Light Poles
		5265	\$ 21,000	Contracted Services
		5124	\$ 5,000	Staffing time
CSA #2	810001	5263	\$ 500	Advertising expense

Deferred Maintenance	011501	5191	\$ 116,060	Finalize projects - Progress House Carpet; South Street Parking lot; Senior Center Stucco project; and Storage Containers
		5650	\$ 10,000	Contingency funding for HVAC Replacement
		5263	\$ 5,400	Project Advertising
		5265	\$ 30,000	Jail Boiler Design
Recycling & Waste Management	045700	5232	\$ 4,200	Cash Register, Diagnostic Laptop and Diagnostic Equipment
		5177	\$ 16,650	Paradigm Contract
		5199	\$ 3,000	Security Bars, Awnings and Extended Ramp
		5331	\$ 5,000	Class A Training
		5620	\$ 5,000	Lone Pine Gatehouse
		5650	\$ 159,614	Finalize payment for Dump Truck
Parks & Recreation	076999	5539	\$ 5,000	Diaz Lake Dock
		5630	\$ 3,000	Millpond Project
Motor Pool - Operating	200100	5655	\$ 318,709	Purchase and equip patrol vehicles
		4998	\$ 318,709	Vehicle Purchase - Operating Transfer in From Replacement Budget
Motor Pool - Replacement	200200	5801	\$ 318,709	Vehicle Purchase - Operating Transfer Out into Operating Budget
Sheriff	022700	5112	\$ 17,503	Load Bearing Vests & Ballistic Vests
		5313	\$ 27,398	Less lethal gear; Pepperball supplies, and helmets
		5232	\$ 55,598	Phase 1 Radio Project
Risk Management	010900	5232	\$ 2,500	To purchase chairs for departments in case of an emergency
Insurance Trust	011600	5158	\$ 91,513	To pay insurance Premiums due by July 30, 2018
Workers Comp	500902	5158	\$ 904,600	
Liability Trust	500903	5158	\$ 385,900	
Medical Malpractice	500904	5158	\$ 25,000	
All Budgets with Salaries & Benefits	Various	5024	\$ 5,650,666	Unfunded Liability payments that must be made in July

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for "dry period" funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board's further consideration and budget flexibility during the Budget Hearing or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs were fully identified through the full budget process.

ALTERNATIVES:

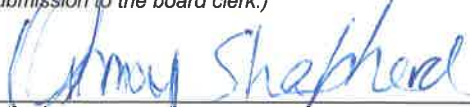
Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place by July 1, 2018 for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2018-2019. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2018-2019, which commences on July 1, 2018, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2018-2019. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of Fiscal Year 2018-2019 Budget Hearings.

OTHER AGENCY INVOLVEMENT:

As part of the Fiscal Year 2018-2019 Budget Kickoff workshop, departments were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the *dry period*. All requests were due by June 1, 2018. The requests (as well as some non-requests) were reviewed by the County Administrator's Office and the Auditor-Controller's Office as part of the preparation of the Fiscal Year 2018-2019 Preliminary Budget, and the Budget Team's recommendation are contained herein.

FINANCING:

The Preliminary Budget totals approximately \$86,897,729 in expenditures and \$86,624,218 in revenues, which includes \$57,914,958 in expenditures and \$53,615,750 in revenues for the General Fund.

<u>APPROVALS</u>	
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>6-14-18</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 14 copies of this document are required)


Date: 06-14-2018



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: Administration - Purchasing
 By Emma Bills, Assistant Purchasing Agent

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Sale of Surplus Equipment

DEPARTMENTAL RECOMMENDATION: Request Board: A) declare certain property surplus; B) authorize transfer thereof to other public entities and non-profit organizations, (4/5ths vote required); C) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 27, 2018; and D) authorize the auction to take place at the Building and Maintenance yard located at 136 South Jackson Street, Independence. (4/5ths vote required)

SUMMARY DISCUSSION:

The County adopted the "Fixed Asset Policy" which allows for the sale by public auction of County equipment to the public every six months. The County currently has miscellaneous surplus items in storage (e.g., desks; chairs; printers; shelves; typewriters; computer equipment will all hard drives swiped clean or in most cases removed; etc.).

On Tuesday, June 26, 2018, we will offer this surplus equipment to County Departments. On Wednesday, June 27, 2018, we will offer the surplus items that remain to other public agencies per Government Code Section 25365 and to non-profit corporations per Government Code Section 25372 from 11:00 AM to 12:00 PM. We are also requesting approval to sell the remaining surplus equipment to the public on Wednesday, June 27, 2018 from 1:00 PM to 2:00 PM. per County Code Section 6.28.040, all items in surplus and slated for sale, are valued at less than \$5,000 and not subject to the requirements of County Code Section 6.28.040. Since the Auction will not occur at the courthouse door, a 4/5ths vote is required by your board to authorize the auction to take place elsewhere.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

The Maintenance Department will assist in the sale.

FINANCING:

None

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: 06-11-2018



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: June 19, 2018

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 06-08-18



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: June 19, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 06-08-18



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: June 19, 2018

SUBJECT: Discussion on Discontinuation or Modification of Land of EVEN Less Water Local Emergency Proclamation

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation to continue the local emergency known as the "Land of EVEN Less Water Emergency," that was proclaimed as a result of extreme drought conditions that existed until recently in the County, while considering how to address the ongoing hydrologic issues in West Bishop.

SUMMARY DISCUSSION:

On January 17, 2014, Governor Brown proclaimed a State of Emergency and directed state officials to take all necessary actions to prepare for the forthcoming water shortfalls and drought conditions, due to the driest year in recorded state history. During your January 28, 2014 meeting your Board took action to concurrently approve Resolution 2014-09 proclaiming a local emergency, named the "Land of EVEN Less Water Emergency," a result of the severe and extreme drought conditions that existed in Inyo County. On June 28, 2016, your Board amended Resolution 2014-09 to include language to address the high groundwater saturation problems that were occurring in the West Bishop area due to the fluctuation in hydrologic conditions.

On April 7, 2017, due to the unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices. Executive Order B-40-17 lifts the drought emergency except in areas where emergency drinking water projects will continue to help address diminished groundwater supplies. Executive Order B-40-17 also builds on actions taken in Executive Order B-37-16, which remains in effect, to continue to make water conservation a way of life in California.

As discussed at your Board meeting of April 18, 2017, due to the changed circumstances and conditions relating to this state and local emergency, it is recommended that the local emergency known as "The Land of Even Less Water" be modified – rather than discontinued outright – so that considerations can still be in place to address the ongoing hydrologic issues in West Bishop. At that meeting, your Board voted to continue the emergency for the time being, until staff can present a modified version to take into account the West Bishop situation. Staff is recommending the Board take the same action today.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 06-08-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: June 19, 2018

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as 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 biweekly 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: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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

Date: 06-08-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

32

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: June 19, 2018

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 "Death Valley Down But Not Out Emergency," that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION:

During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a biweekly basis, 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: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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

Date: 06-08-18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

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

FROM: Kevin Carunchio, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 19, 2018

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meeting of June 5, 2018.

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 06-08-18

The

PARS PENSION RATE STABILIZATION PROGRAM

for prefunding pension obligations



PENSION FUNDING STATUS

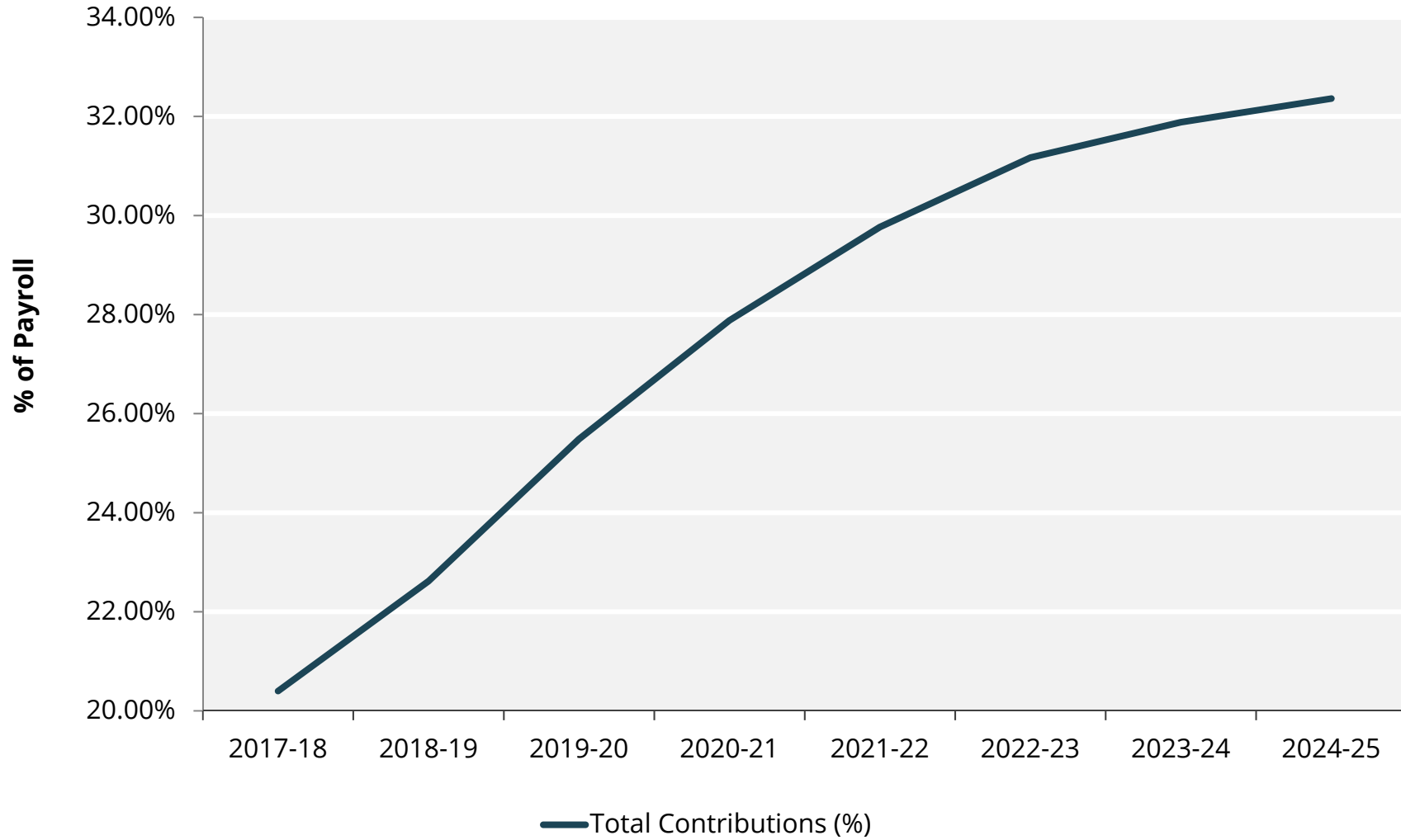
As of June 30, 2016, County of Inyo CalPERS pension plan is funded as follows*:

Actuarial Liability	\$230.1 M
Assets	\$159.1 M
Unfunded Liability	\$71.0 M
Funded Ratio	69.2%
Employer Contribution Amount (FY 17-18)	\$6.1 M
Projected Employer Contribution Amount (FY 24-25)	\$12.3 M (100.7% ↑)

* Data from Agency's 2016-17 CalPERS actuarial valuation

PROJECTED EMPLOYER CONTRIBUTIONS (MISC.)

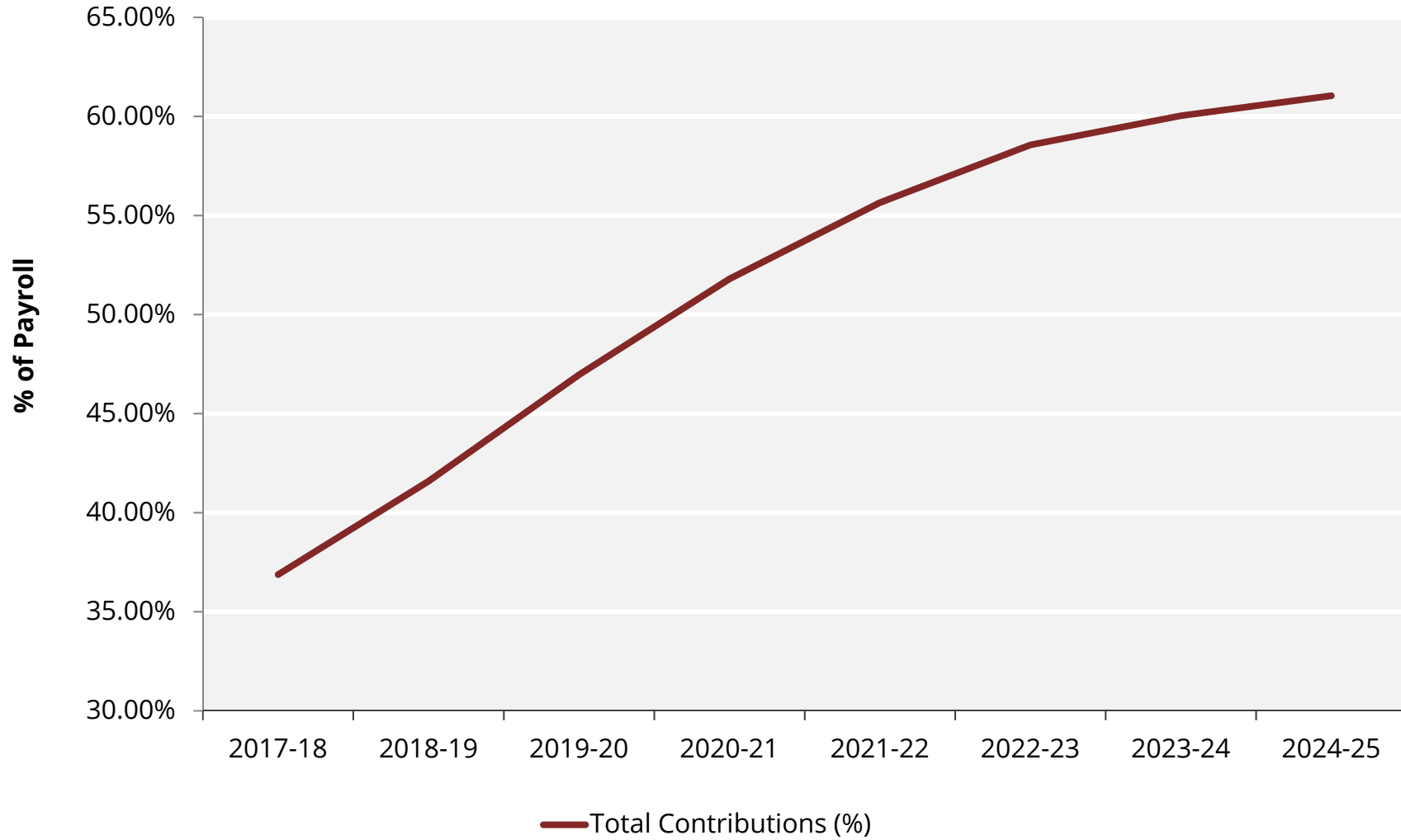
Projected misc. contributions increase from \$4.8M to \$9.5M* (99.9% ↑)



* Data from Agency's 2016-17 CalPERS actuarial valuation

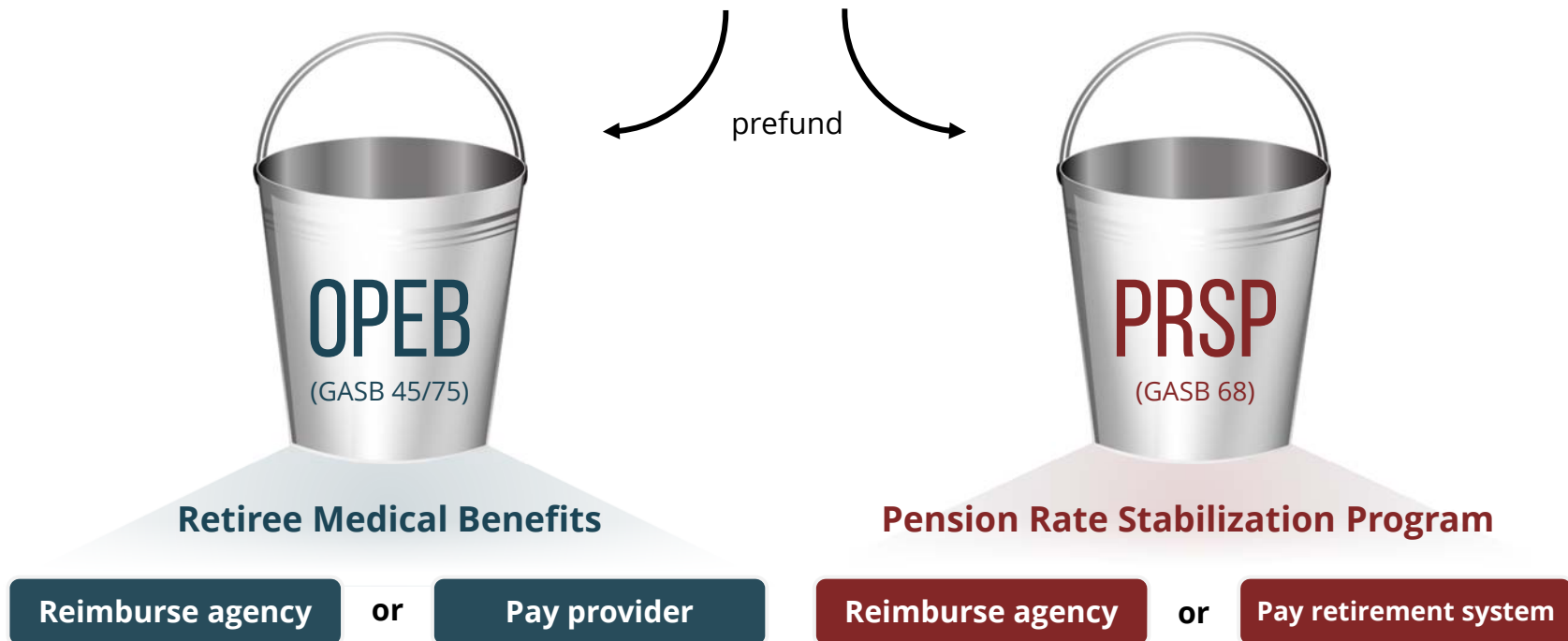
PROJECTED EMPLOYER CONTRIBUTIONS (SAFETY)

Projected safety contributions increase from \$1.3M to \$2.7M* (103.9% ↑)



* Data from Agency's 2016-17 CalPERS actuarial valuation

THE PARS IRS-APPROVED COMBINATION 115 TRUST



- Assets are sub-accounted for separately
- Prefund one now and the other later
- Addresses unfunded liabilities
- Can choose different investment risk tolerance levels for each

- Can access funds at anytime; OPEB for OPEB and pension for pension
- Assets (OPEB and Pension) aggregate and reach lower fees on tiered schedule sooner – saving money!
- No cost to set up; no fees until assets are added

WHY PREFUND PENSION OBLIGATIONS?

1

Complete Local Control over Assets

Pension Rate Stabilization Program provides an alternative to sending money directly to retirement system to address unfunded pension liabilities

2

Pension Rate Stabilization

Assets can be transferred to retirement system plan at the Agency's direction, which can reduce or eliminate large fluctuations in Employer contributions to retirement system

3

Rainy Day Fund

Emergency source of funds when Employer revenues are impaired based on economic or other conditions

4

Diversified Investing

Potential for Greater Return than General Fund

PARS CLIENT LIST – PRSP (152)

UPDATED: JUNE 2018

CITIES & TOWNS

Alameda	Healdsburg	Redwood City
Atwater	Hercules	Rohnert Park
Bell Gardens	Huntington Beach	Rolling Hills
Beverly Hills	La Habra	San Ramon
Brea	La Mesa	Santa Ana
Brisbane	Lake Forest	Santa Clara
Burlingame	Lodi	Sausalito
Capitola	Los Altos Hills	Solana Beach
Chino Hills	Los Gatos	Stanton
Colma	Manhattan Beach	Stockton
Corcoran	Morgan Hill	Temecula
Coronado	Napa	Thousand Oaks
Cudahy	National City	Tiburon
Cypress	Norwalk	Tustin
Daly City	Oakley	Union City
Dublin	Oroville	Upland
El Centro	Palmdale	Vallejo
El Segundo	Palo Alto	Villa Park
Emeryville	Pasadena	West Covina
Escondido	Pico Rivera	West Sacramento
Fountain Valley	Piedmont	Westminster
Fullerton	Pleasanton	Yountville
Glendale	Port Hueneme	Yuba City
Half Moon Bay	Rancho Cucamonga	Yucca Valley

COUNTIES

Calaveras	Placer	Solano
Humboldt	Plumas	Sutter
Kings	Riverside	Tulare
Lassen	San Benito	Yolo
Nevada	Siskiyou	

SPECIAL DISTRICTS

Alameda County MAD	Mojave Desert AQMD
Central Contra Costa Sanitary District	Montecito Fire Protection District
Delta Diablo (Sanitation District)	Monterey Bay Air Resources District
East Bay Regional Park District	Moraga-Orinda Fire Protection District
East Orange County Water District	Municipal Water District of Orange County
El Dorado Hills County Water District	Napa County MAD
Fallbrook Public Utility District	Nevada County Consolidated FD
Fort Ord Reuse Authority	Novato Sanitary District
Goleta Cemetery District	Rancho Cucamonga Fire PD
Goleta West Sanitary District	South Coast Water District
Great Basin Unified APCD	Southern Marin Fire Protection District
Housing Authority of the County of Santa Cruz	Superior Court of CA - County of Kern
Humboldt Bay Municipal Water District	Sweetwater Springs Water District
Mesa Water District	Three Valleys Municipal Water District
Midpeninsula Regional Open Space District	Twentynine Palms Water District
Midpeninsula Water District	West Bay Sanitary District
	Yorba Linda Water District

EDUCATION DISTRICTS

Citrus CCD	Coronado USD
Coast CCD	Cotati-Rohnert Park USD
Grossmont-Cuyamaca CCD	Fontana USD
Hartnell CCD	Hermosa Beach City SD
Marin CCD	Hesperia Unified SD
Pasadena CCD	Lakeside Union SD
San Bernardino CCD	Lemon Grove SD
San Luis Obispo CCD (Cuesta College)	Natomas USD
Victor Valley CCD	Ocean View SD
West Valley-Mission CCD	Ontario-Montclair SD
Yosemite CCD	Placer Union HSD
Alta Loma Unified School District	River Delta USD
Bass Lake Joint Union ESD	San Marino USD
Beverly Hills USD	Santa Rita Union SD
Calistoga Joint USD	Visalia USD
Campbell Union HSD	Whittier City SD
Corning Union ESD	