

# 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 5, 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, Inyo County Superior Court Case No. SICVCV 18-61899 (Well 385).**
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8] – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Kevin Carunchio, County Administrator, and Marshall Rudolph, County Counsel. Negotiating parties: Inyo County and Inyo County Development LLC. Under negotiations: price and terms of payment.**
4. **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 Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.**

**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**

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**
8. **INTRODUCTION – Kenneth Walker, new Assistant County Administrator, will be introduced to the Board.**

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

### **CLERK-RECORDER-REGISTRAR OF VOTERS**

9. Request Board approve the no-cost Cybersecurity Assessments and Technical Services

Agreement between the Department of Homeland Security (DHS) and the County of Inyo, and authorize the Registrar of Voters and/or the Information Services Director to sign all paperwork and coordinate with DHS for provision of services.

**CORONER**

10. Request Board: A) declare Eva S. Wasef, M.D. a sole-source provider of autopsy services in Inyo County; and B) approve the agreement between Eva S. Wasef, M.D. and the County of Inyo for provision of autopsy services for an amount not to exceed \$71,000 for the term of July 1, 2018 through June 30, 2020, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

**COUNTY ADMINISTRATOR**

11. ***Advertising County Resources*** – Request Board approve the following final payments from the 2017-2018 Advertising County Resources Budget: \$1,875 to the Lone Pine Chamber of Commerce for the Early Opener Trout Derby; and \$1,875 to the Bishop Chamber of Commerce and Visitors Bureau for the 2018 Blake Jones Trout Derby.
12. ***Clerk of the Board*** – Request Board reappoint Scott Marcellin and Michael Holland each to four-year terms on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2022. (*Notice of Vacancy of three four-year terms resulted in requests for appointment only from Mr. Marcellin and Mr. Mike Holland.*)
13. ***Motor Pool*** – Request Board approve an increase in the amount of the existing blanket purchase order with Bishop Automotive Center by \$7,000 to a not-to-exceed amount of \$50,000 for vehicle maintenance and repair and tire purchases.
14. ***Parks and Recreation*** – Request Board: A) award the bid for vault toilet pumping services to Madera Disposal Systems dba Bishop Waste Disposal; B) approve the agreement between the County of Inyo and Madera Disposal Systems dba Bishop Waste Disposal for vault toilet pumping services in an amount not to exceed \$32,760 for a term of one year with options to renew for two additional one-year terms for the period of July 1, 2018 through June 30, 2021, subject to Board approval and adoption of future County budgets; and C) authorize the Chairperson to sign the agreement.

**COUNTY COUNSEL**

15. Request Board approve Amendment No. 2 to the contract between Greenan, Peffer, Sallandar & Lally, LLP and the County of Inyo, extending the term of the contract for the period of July 1, 2017 until completion of litigation unless sooner terminated, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.
16. Request Board approve the contract between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services for the period of July 1, 2018 through June 30, 2019, at the rate of \$175 an hour for work directly related to litigation services, \$155 an hour for other matters, and travel time which will be paid at \$50 an hour, with a contract limit of \$25,000, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget; and authorize the Chairperson to sign.

**COUNTY COUNSEL/GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT**

17. Request Board approve an agreement between Great Basin Unified Air Pollution Control District and the County of Inyo for the County Counsel's Office to provide certain legal services to the District during the period of July 1, 2018 to June 30, 2019 for the sum of \$12,500, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the Chairperson to sign.

**COUNTY COUNSEL/PLANNING**

18. Request Board approve the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related

Court actions, for the period of July 1, 2018 through June 30, 2019, at the rate of \$185 per hour, as further set forth in Attachment B, with travel time paid at \$50 an hour and a contract limit of \$25,000, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget; and authorize the Chairperson to sign.

**COUNTY COUNSEL/WATER DEPARTMENT**

19. Request Board approve the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water Attorney services to the Water Department, for the period of July 1, 2018 through June 30, 2019, at the rate of \$175 an hour for work directly related to litigation services, \$155 an hour for other matters, and travel time which will be paid at \$50 an hour, with a contract limit of \$100,000, contingent upon the Board's approval of the Fiscal Year 2018-2019 Budget; and authorize the Chairperson to sign.

**HEALTH AND HUMAN SERVICES**

20. Request Board approve the California Integrated Vital Records System Data Privacy and Security Agreement between the California Department of Public Health (CDPH) and the Inyo County Department of Health and Human Services (HHS) for a term of five years, and authorize the Chairperson to sign.

**PLANNING**

21. ***Yucca Mountain Repository Assessment Office*** – Request Board: A) approve Amendment No. 2 to the contract between the County of Inyo and Hydrodynamics Group to amend the term of the agreement to be July 1, 2016 to June 30, 2019, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and B) approve Amendment No. 2 to the contract between the County of Inyo and Partner Engineering and Science, Inc./Andy Zdon to amend the term of the agreement to be July 1, 2016 to June 30, 2019, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**PUBLIC WORKS**

22. ***Road Department*** – Request Board approve the removal of one (1) tree in the road right-of-way at 354 West Payne Street, Independence, CA.
23. ***Road Department*** – Request Board approve the removal of two (2) trees in the road right-of-way at 223 South Clay Street, Independence, CA.
24. ***Road Department*** – Request Board: A) approve the 2017-2018 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X18-5948(092), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not-to-exceed amount of \$773,353; and B) authorize the Chairperson to sign.

**SHERIFF**

25. Request Board increase spending authority between the County of Inyo and Nielsen's Equipment Maintenance for completion of Phase I of the Vehicle Radio Project from \$311,372 to \$357,200, contingent upon the Board's approval of the Fiscal Year 2018-2019 and future budgets.

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

26. **PLANNING** – Request Board: A) receive a presentation from BLM staff on the West Mojave Route Network Project (WEMO); B) receive a review by Planning staff on the comments previously submitted by the County and how they relate to the Draft Environmental Impact Statement; and C) provide direction to staff to submit comments regarding Alternatives and/or route changes.

27. **BOARD OF SUPERVISORS – Supervisor Mark Tillemans** – Request Board appoint Leslie Stoner to a four-year term on the Big Pine Cemetery District Board of Trustees ending June 30, 2022. (*Notice of Vacancy resulted in request for appointment only from Ms. Stoner.*)
28. **BOARD OF SUPERVISORS – Supervisor Mark Tillemans** – Request Board appoint Richard Baker to an unexpired term on the Independence Cemetery District Board of Trustees ending January 31, 2022. (*Notice of Vacancy resulted in request for appointment only from Mr. Baker.*)
29. **SHERIFF** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Animal Control Officer I exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Animal Control Officer I at Range 56 (\$3,227 - \$3,916).
30. **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) Administrative Secretary I/II exists, as certified by the HHS Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the position may be filled by an internal recruitment and if an internal recruitment fails, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Administrative Secretary I, Range 56 (\$3,227 - \$3,916) or Administrative Secretary II, Range 60 (\$3,541 - \$4,301), contingent upon qualifications.
31. **HEALTH AND HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the contract between Mono County Behavioral Health and Inyo County HHS Behavioral Health for the provision of services at Progress House in Bishop for a Mono County client for the period of April 23, 2018 to December 31, 2018 at a rate of \$110 per day and authorize the Chairperson to sign.
32. **AG COMMISSIONER** – Request Board provide direction regarding potential issuance of commercial cannabis “delivery only” licenses that are not subject to the County’s land use authority.
33. **HEALTH AND HUMAN SERVICES DIRECTOR/CHIEF PROBATION OFFICER** – Request Board receive an update on the juvenile services provided by the Probation Department and an update on collaborative projects with Health and Human Services/Continuum of Care Reform.
34. **COUNTY ADMINISTRATOR** – Request Board consider assigning two members of the Board of Supervisors to participate on an evaluation committee on June 14 to review responses to a Request For Proposals.
35. **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.
36. **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.
37. **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.
38. **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.
39. **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.

40. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meetings of April 10, 2018, April 17, 2018, April 24, 2018, May 8, 2018 and May 15, 2018, and the special Board of Supervisors meeting of May 1, 2018.

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

41. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**

**CORRESPONDENCE – INFORMATIONAL**

42. **California Highway Patrol** – Report submitted pursuant to Health and Safety Code Section 25180.7 (Prop 65) regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety.



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

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

9

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

**FROM:** Kammi Foote, Clerk-Recorder & Registrar of Voters

**FOR THE BOARD MEETING:**

**SUBJECT:** No-Cost Cybersecurity Assessments and Technical Services Agreement between Department of Homeland Security and the County of Inyo.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the no-cost Cybersecurity Assessments and Technical Services Agreement between the Department of Homeland Security and the County of Inyo, and authorize the Registrar of Voters and/or the Information Services Director to sign all paperwork and coordinate with DHS to provide services.

**SUMMARY DISCUSSION:**

In late 2016, the Department of Homeland Security (DHS) designated election systems as "critical infrastructure" for the United States of America.

In response, the DHS made the National Cybersecurity Assessments and Technical Services (NCATS) team, a component of the Department of Homeland Security's National Cybersecurity and Communications Integration Center (NCCIC), available at no cost to County Elections Departments. NCATS provides the following assessment services:

1. Cyber Hygiene: Vulnerability Scanning
2. Phishing Campaign Assessment (PCA)
3. Risk and Vulnerability Assessment (RVA)

Cyber Hygiene: Vulnerability Scanning helps secure internet-facing systems from weak configuration and known vulnerabilities, and encourages the adoption of modern security best practices. DHS performs regular network and vulnerability scans and delivers a weekly report for your action. Once initiated, this service is mostly automated and requires little direct interaction. After DHS receives the required paperwork for Cyber Hygiene, scans will start within 72 hours and the County will begin receiving reports within two weeks.

A PCA is a 6-week engagement that measures your team's propensity to click on email phishing lures, commonly used as a means to breach an organization's network. PCA results can be used to provide guidance for anti-phishing training and awareness.

An RVA allows a County to select from a menu of network security services (network mapping; vulnerability scanning; penetration testing; and phishing, wireless, web application, OS security, and database security assessments). The actual assessment period differs by the type of services requested, but a typical RVA will take place over a two-week period: one week external to the environment (testing from the Internet) and one week internal. These assessments are highly customizable to need. After DHS receives the County's completed RVA paperwork, the County will be prioritized based on national mission needs, number of prior stakeholders in our sector, and other factors. DHS is also taking proactive steps and creating new services, such as remote penetration testing, to assist stakeholders with security relevant issues.

Attached are several documents:

- Cyber Hygiene: Vulnerability Scanning
  - An acceptance letter that will need to be signed to begin service
  - A sample Cyber Hygiene report
- RVA
  - A Rules of Engagement (ROE) that must be signed in order to be added to our service queue
  - A NCATS Service Request Form that must be completed in order to be considered for an assessment

- o A sample RVA report

The Inyo County Registrar of Voters, with consultation from the Information Services Director, would like to initially request DHS's Phishing Campaign Assessment (PCA) services. Following the successful completion of the PCA, the Registrar of Voters and Information Services Director would then evaluate the need for the Cyber Hygiene and RVA services.


To move forward, the next step would be authorization to complete the agreement form(s) for the service(s).

**ALTERNATIVES:** Your Board could choose to not approve the Agreement with the Department of Homeland Security, in which case we would not have access to their free cybersecurity resources and analysis services listed above.

**OTHER AGENCY INVOLVEMENT:** Information Services

**FINANCING:** No funding is necessary for these services.

**APPROVALS**

COUNTY COUNSEL:  	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/3/18</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 _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 5/14/18



# National Cybersecurity Assessments and Technical Services

## Service Request

### Basic Information:

Entity Name:

Inyo County

Entity Single POC Email:

kfoote@inyocounty.us

Entity Assessment Single Point of Contact (POC) Name:

Kammi Foote

Entity Headquarters Address:

168 N. Edwards Street, Independence CA 93526

Which DHS Critical Infrastructure Sector does your organization most closely align with:

**Government Facilities Sector**

Does this assessment request focus on Election Infrastructure Systems?

Yes

No

Type of assessment(s) requested:

Cyber Hygiene (CyHy) Vulnerability Scan

Validated Architecture Design Review (VADR)

Risk and Vulnerability Assessment (RVA)

Red Team Assessment (RTA) [Federal Government Only]

Phishing Campaign Assessment (PCA)

### Pre-Engagement Questions:

How important is the system to the organization's or sector's continuing performance?

Provides essential function to multiple government agencies or critical infrastructure organizations

The agency is 100% responsible for maintaining all functions associated with conducting elections in Inyo County.

How easily can the target be physically or logically accessed / Who needs to have access to a system?

Limited Internal Access

Some computers are connected to the internet. Others have an air-gap.

How difficult would it be to bypass, replace or repair the system in the event of system failure or compromise?

Weeks

It would depend on the specific area of failure or compromise, ranging from hours to weeks.

How vulnerable is the system to failure? Think in terms vulnerable to internal attack, external attack, software bugs, hardware deficiencies, etc.

Target characteristics allow moderate probability (30 to 60%) of successful attack by a skilled threat actor

What is the effect of system downtime or compromise?

Service disruption to the organization

How prominent is the system? Who is likely to notice a problem with the system?

Internal Users

Kammi Foote, Registrar of Voters and staff

**Submit Request**





## CYBER HYGIENE

### *Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems*

The National Cybersecurity & Communications Integration Center (NCCIC) of the Department of Homeland Security (DHS), under authority of the Homeland Security Act (6 U.S.C. § 101 et seq., esp. 6 U.S.C. § 148) would like to gain authorization from Inyo County (County) to conduct continuous network and vulnerability scanning of County's publicly accessible networks and systems.

The goals of these activities are to:

1. Catalog County's publicly accessible networks and systems, including services running and version/patch levels
2. Identify vulnerabilities on County's publicly accessible networks and systems
3. Identify potential configuration issues with County's public facing networks and systems
4. Maintain tactical awareness of the operational risks and cyber health of individual entities
5. Inform the government's common operational view of cyberspace
6. Integrate relevant information, analysis, and vulnerability assessments, in order to identify priorities for protective and support measures regarding potential or actual threats
7. Provide "early warning" of specific actionable vulnerabilities to County

DHS activities will originate from IP addresses or other identifiers that will be made known to (County). DHS will also notify County should the IP addresses or other identifiers change.

Scanning will be openly attributable to the authorized scanning source, and should be detected by County's network monitoring solutions. Data will be sent to County's networks and systems corresponding to the public facing IP addresses, domain names, or other identifiers provided by County for scanning. The process has been designed to be as unobtrusive as possible: scheduling, intensity and frequency have been carefully planned to minimize the possibility of service disruption.

Activities under this authorization will be limited to scanning; no attempts to connect to County's internal network, penetrate County's systems, or monitor County's network traffic will be made under this authorization.



If a third-party, such as a cloud service provider, operates or maintains the County networks or systems to be scanned pursuant to this authorization, County will make sure that such third parties are promptly notified of this authorized DHS scanning activity and authorize it in writing. If any such third party should fail to authorize in writing the scanning activity, County will promptly notify the DHS point of contact listed below.

In a separate Appendix to this authorization County will provide the following information: the point of contact for activities performed under this authorization; an email address for the delivery of reports; identification information for the County networks and systems to be scanned pursuant to this authorization; and any other relevant information. County may provide updates to this information from time to time, in writing, using an updated Appendix or other method. County must promptly update DHS of changes to the identifying information used to scan County networks and systems pursuant to this authorization.

DHS acknowledges that County may withdraw this authorization at any time for any reason.

The DHS Point of Contact for this activity can be reached at [NCATS\\_info@hq.dhs.gov](mailto:NCATS_info@hq.dhs.gov). All notifications, updates, or other communications regarding this authorization and any related activity should be sent to this DHS Point of Contact.

By signing below, the approving County official agrees to the following:

- County has authority to authorize scanning of the networks and systems submitted pursuant to this authorization;
- County authorizes DHS to conduct the scanning activities described above;
- County agrees to promptly update DHS of changes to the information used to identify the County networks and systems to be scanned pursuant to this authorization;
- County agrees to promptly notify and secure written authorization for the scanning activities described above from any third-party that operates or maintains the County networks or systems to be scanned pursuant to this authorization;
- County accepts that, while DHS teams will use their best efforts to conduct scans in a way that minimizes risk to County 's systems and networks, the scanning activities described above create some risk of degradation in performance to County 's systems and networks;
- County accepts all risks to its systems and networks for the activities described above;
- County acknowledges that DHS provides no warranties of any kind relating to any aspect of the assistance provided under this authorization;



- \_\_\_\_\_ accepts the risk of any damage that may result from implementing any guidance provided by DHS;
  - \_\_\_\_\_ hereby holds harmless the U.S. Government and those acting on its behalf from any and all claims arising out of or in any way related to this authorization; and
  - \_\_\_\_\_ has authorized you to make the above certifications on its behalf.
- 

**Signature:** \_\_\_\_\_  
**Name:** Kammi Foote **Date:** \_\_\_\_\_  
**Title:** Registrar of Voters  
**Entity:** Inyo County  
**City:** Independence **County:** Inyo **State:** CA



### Appendix A

#### Authorization to Conduct Continuous Scans of Public-Facing Networks and Systems

County \_\_\_\_\_ provides the following information to facilitate the authorized scanning activities:

Please provide a **technical point of contact** at \_\_\_\_\_ County for the NCCIC team to follow-up with:

Name: Scott Armstrong  
Email: sarmstrong@inyocounty.us  
Phone: 760-878-8006

We recommend your organization **create/use a distribution list** email address to receive our reports. This allows your organization to manage the recipients of our report. *We will only deliver reports to a single address.*

Distro email: kfoote@inyocounty.us

Your report will be encrypted with a password which we will provide to you. **How would you like this password delivered** (select one)?



#### Phone (tech POC)

- Text/SMS
- Call, leave voicemail
- Call, but don't leave a voicemail



#### Email

- Tech POC
- Distro POC



DOCUMENT VERSION 2.0 - 9/29/2016

**When should scans begin?** (e.g., as soon as possible, or *time*, Eastern @ *mm/dd/yyyy*)

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**Identification of Your Public-Facing Networks and Systems:**

Enter your organization's **public IPv4 addresses** in CIDR notation and/or **domain names** of your organization, to be scanned:



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  10
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Jason Molinar, Inyo County Coroner

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Approval of Contract for Autopsy Services

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the contract with Eva S. Wasef, M.D., as the sole source provider for autopsy services for the term of July 1, 2018 through June 30, 2020 for a total contract amount not to exceed \$71,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

Dr. Eva Wasef's current contract expires June 30, 2018. She has graciously worked with the Coroner's Office for the past several years as the Coroner's autopsy surgeon. She is a pathologist at Northern Inyo Hospital and is currently the only pathologist in Inyo County. There is no one with her expertise and laboratory availability to assist the Coroner. She is able to provide microscopic studies and immediate toxicology services when needed to determine the cause of death. Her services are a tremendous benefit to the County.

The Sole Source justification is warranted based on her expertise, lower expense and her local proximity to the Coroners' Office.

**ALTERNATIVES:**


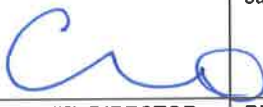

Your Board could choose to not approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This expense will be budgeted in the Coroner's Budget (023500) each year in Professional Services (5265).

**APPROVALS**

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>5/10/18</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>5/16/18</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>yes</u> Date <u>5/15/18</u>

**DEPARTMENT HEAD SIGNATURE:**

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



Date: 07/30/2018

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Eva S. Wasef, M.D. of Pasadena, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jason Molinar, whose title is Coroner. 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 07/01/2018, to 06/30/2020, 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 C) for the services and work described in Attachment A which are performed by Contractor at the County's request.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed



\$71,000

Dollars (hereinafter referred to as "contract limit").

County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure 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 or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

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

#### **7. COUNTY PROPERTY.**

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

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

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

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

#### **9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and 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-three (23) 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-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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:  
Coroner \_\_\_\_\_ Department  
325 West Elm Street \_\_\_\_\_ Address  
Bishop, CA 93514 \_\_\_\_\_ City and State

Contractor:  
Eva S. Wasef, M.D. \_\_\_\_\_ Name  
500 Madeline Drive \_\_\_\_\_ Address  
Pasadena, CA 91105 \_\_\_\_\_ City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy **SERVICES**

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

COUNTY OF INYO:

CONTRACTOR:


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

By: Eva Wasef M.D.  
Type or Print Name  
Eva S. Wasef  
Signature

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

Dated: 04/30/2018

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 INSURANCE REQUIREMENTS:

  
County Risk Manager

s:County Counsel/Contracts/MiscContracts/PhysII.116

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy **SERVICES**

**TERM:**

**FROM:** 07/01/2018 **TO:** 06/30/2020

**SCOPE OF WORK:**

Autopsy Services

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Eva S. Wasef, M.D.  
**FOR THE PROVISION OF** Autopsy **SERVICES**

**TERM:**

**FROM:** 07/01/2018 **TO:** 06/30/2020

**SCHEDULE OF FEES:**

Gross Complete Autopsy.....	\$1,100.00
External examination and review of medical records to determine the cause of death.....	\$ 500.00
Transcription.....	\$ 20.00
Processing Fee.....	\$ 60.00
Reimbursement of microscopic tests required to determine the cause of death.....	\$ 200.00





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 11

- 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 5, 2018

**SUBJECT:** Final County of Inyo Community Project Sponsorship Fishing Derby Grant Payments to the Lone Pine Chamber of Commerce and the Bishop Chamber of Commerce for successfully completing 2018 Community Project Sponsorship Projects/Fishing Derbies.

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve final payments from the 2017-18 Advertising County Resources Budget, 011400, to the Lone Pine Chamber of Commerce for \$1,875 for the Early Opener Trout Derby (Object Code 5582); and the Bishop Chamber of Commerce and Visitor's Bureau for \$1,875 for the 2018 Blake Jones Trout Derby (Object Code 5513).


**SUMMARY DISCUSSION:** The Lone Pine Chamber of Commerce was awarded a FY 2017-18 County of Inyo Community Project Sponsorship Fishing Derby Grant in the amount of \$7,500 to help sponsor the Lone Pine Early Opener Fishing Derby. After contracts were finalized, 75 percent the grant funds were disbursed to the Chamber. As outlined in the County Contract for CPSP Fishing Derbies, the event organizers have provided staff "a final written report to the County that includes an overview of the event or project, a statistical overview of the event or project, number of participants, etc., or other relevant details about the project event." See attached. This is sufficient documentation to award reimbursement for a final payment of \$1,875. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Bishop Chamber of Commerce and Visitors Bureau was awarded a FY 2017-18 County of Inyo Community Project Sponsorship Fishing Derby Grant in the amount of \$7,500 to help sponsor the Blake Jones Fishing Derby. After contracts were finalized, 75 percent the grant funds were disbursed to the Chamber. As outlined in the County Contract for CPSP Fishing Derbies, the event organizers have provided staff "a final written report to the County that includes an overview of the event or project, a statistical overview of the event or project, number of participants, etc., or other relevant details about the project event." See attached. This is sufficient documentation to award reimbursement for a final payment of \$1,875. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

**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 various Object Codes noted in the Departmental Recommendation.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>   Approved: <u>yes</u> Date <u>5/18/2018</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)  
(The Original plus 20 copies of this document are required)

*[Handwritten Signature]* (for Ken Walker)

Date: 5-18-18

## NEWS RELEASE

**DATE:** Tuesday, March 20, 2018

**TO:** ALL MEDIA

**FROM:** April Leeson, Bishop Area Chamber of Commerce & Visitors Bureau

**SUBJECT:** 2018 BLAKE JONES TROUT DERBY A RESOUNDING SUCCESS-  
BISHOP CHAMBER THANKFUL FOR COMMUNITY SUPPORT!

### FOR IMMEDIATE RELEASE

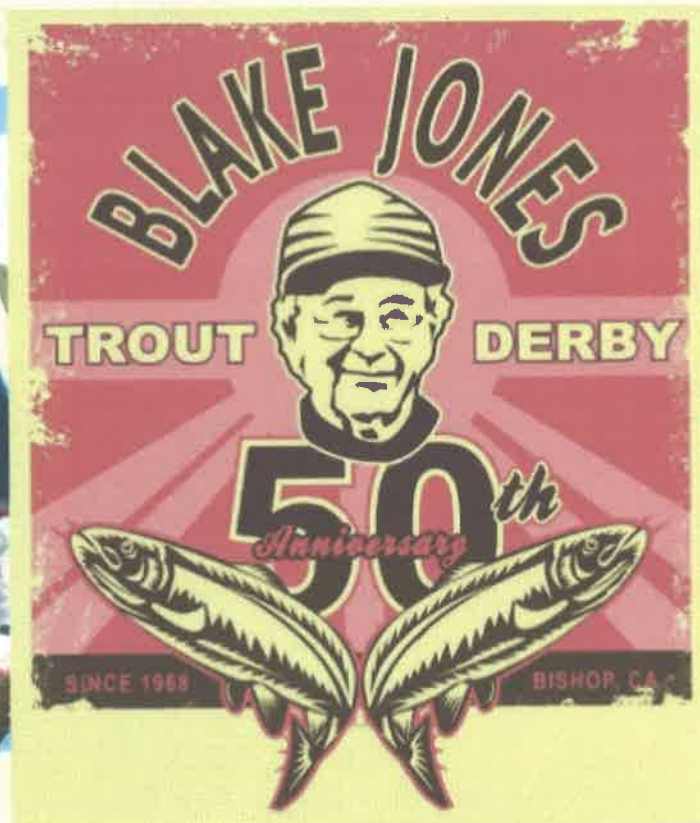
The 50<sup>th</sup> edition of the Blake Jones Trout Derby is “in the books” and by all accounts, it was a resounding success! Nearly 700 anglers of all ages fished Pleasant Valley Reservoir and the Owens River near Bishop on March 17<sup>th</sup> vying for their share of more than \$10,000 in prizes. More than 1,300 fish were weighed-in, with several lunkers over 5 pounds. It’s important to note that the Bishop Chamber of Commerce purchased more than 3,000 pounds of catchable rainbows from Desert Springs Trout Farm prior to the derby to make sure there would be plenty of fish to go around.

Prizes were awarded by a blind bogey raffle and this year’s target weight was 11 ounces. All participants with fish matching that weight were entered into a raffle and Dave Luther of Pilot Point, Texas was the big winner. He received a North Fork Outdoors Float Tube and a big package of fishing supplies. Other Blind Bogey prize recipients were Travis Cano and Albert Cano of Bishop, Isaac Gonzales of Lancaster, David Romano of Rialto and Morgan Causey of Santa Clarita. Cheyenne Yeager of Bishop brought in the biggest fish - a 9lb, 4oz monster. Brodie Banning of Bishop was thrilled to take home 1<sup>st</sup> place prize package in the kids’ blind bogey. Eric Stone of Bishop won the Dave Scadden Kayak raffle and Paul Garrison of Blue Jay, California won the commemorative quilt made from vintage Blake Jones Derby t-shirts. All in all, loads of anglers took home loads of great prizes!

While the Bishop Chamber is the proud organizer of the beloved annual event, it’s important to note that they rely on a solid group of volunteers to make it all happen. Special thanks to Steve Ivey, Bert Brown and Brown’s Supply for operating the PVR shuttle truck and thanks to ESTA for transporting anglers to and from the fairgrounds. Thanks to Vicki Simpson and Inyo County Community Work Service Program, Dan McElroy and crew from City of Bishop Parks & Recreation for all of the “heavy lifting.” Hal Reuter and his crew did a fantastic job weighing all the fish and the Chamber is ever-grateful for the many volunteers that helped with registration, check-in and raffles.

# 50th BLAKE JONES TROUT DERBY JOIN US MARCH 17, 2018

Organized by Bishop Chamber of Commerce. Co-Sponsored by Inyo County,  
City of Bishop & many generous prize donors.



6am start ~ weigh-in @ 3pm  
Adult \$20/ Child \$10

**Blind Bogey Format. Family Friendly Event. \$10,000 in Prizes!**

Registration, check-in, weigh-station & prizes will be at Tri-County Fairgrounds in Bishop.

**ALL DAY FREE SHUTTLE: FAIRGROUNDS - PLEASANT VALLEY RESERVOIR**

**BISHOP LIONS: Serving Hamburgers, Hot Dogs & BEER!**

## Bishop, California

(760) 873 8405

[WWW.BISHOPVISITOR.COM](http://WWW.BISHOPVISITOR.COM)

*\*\* Register Online, by Mail or at Tri-County Fairgrounds the Day of Derby \*\**



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

## Lone Pine

Chamber of Commerce

March 12, 2018

Inyo County Board of Supervisors  
Box N  
Independence CA 93549

RE: Final request for Early Opener Trout Derby

Dear Supervisors,

The Early Opener Trout Derby on March 3<sup>rd</sup> opened in the coldest, windiest weather that we have experienced and unfortunately it did not let up all day. It was predicted and apparently lots of people heard about it and decided comfort trumped fishing because our registered numbers were down by thirty percent.

However those that braved the elements seemed to have a good time and the kids, well they did not seem to care how the weather was and they just had fun.

We have 120 registered fishermen (last year there were 190.) and about 4 million kids who loved the Rice Krispy treats and prizes that were handed out.

The motels reported that the weekend was great for them. Have not heard from the restaurants.

Thank you for your support on the derby.

Sincerely,

Kathleen New  
CEO

PH. [760] 876.4444 • [www.lonepinechamber.org](http://www.lonepinechamber.org)  
[info@lonepinechamber.org](mailto:info@lonepinechamber.org)

Lone Pine California Early Opener

# TROUT DERBY

**\$800 Blind Bogey**

Prizes for the largest fish,  
largest catch and tagged fish.



Entry Fees

**\$10 General**

**FREE! Kids 11-under**

*Breakfast & Lunch*

proceeds benefit the LPHS Football Team

## March 3rd, 2018

Sign-up 6:30-12pm • Weigh in 3pm • Diaz Lake

More Info visit: [www.LonePineChamber.org](http://www.LonePineChamber.org)



Brought to you by the Business' of Lone Pine & the County of Inyo



www.Osuna.Design



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

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

12

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

**FROM: Clerk of the Board**

**By:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Bishop Rural Fire Protection District Board of Commissioners Appointments

**DEPARTMENTAL RECOMMENDATION:** Request Board re-appoint Scott Marcellin and Michael Holland each to four-year terms on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2022. (*Notice of Vacancy of three four-year terms resulted in requests for appointment only from Mr. Marcellin and Mr. Mike Holland.*)

**SUMMARY DISCUSSION:** Your Board is the appointing authority for the Bishop Rural Fire Protection District. On April 10, Mr. Lloyd Wilson notified the Assistant Clerk of the Board that he would not be seeking re-appointment to the Bishop Rural Fire Protection Board of Commissioners when his current term expires July 1. He was sent a letter of gratitude and a Certification of Appreciation for his 16 years of service, per your Board's policy. An appropriate notice of vacancy for the term was published, also per your Board's policy. Two other terms on the Board of Commissioners will be expiring July 1, and those incumbents were notified and all three terms were included in the notice of vacancy. Requests for re-appointment were received from Mr. Scott Marcellin and Mr. Mike Holland. No requests were received for the third term advertised. Not knowing how long it may take to successfully recruit for the third vacancy, and in the interest of ensuring continuity on the Board of Commissioners, it is recommended your Board make the aforementioned re-appointments while staff re-advertises a notice of vacancy for the term to be vacated when Mr. Wilson retires.

**ALTERNATIVES:** Your Board could choose to not make the appointment from the current applicant pool. This alternative is not recommended in that delays in making the appointment could hinder the District's ability to operate.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no fiscal impact associated with making this appointment.

**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: 05-25-18

RECEIVED

2018 APR 17 AM 9:16

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

2695 Highland Drive  
Bishop, CA 93514

10 April 2018

Board of Supervisors  
County of Inyo  
P.O. Box N  
Independence, CA 93526

Completion of Appointed Term

Dear Supervisors:

After careful consideration I have decided that upon completion of my current term as a Bishop Rural Fire Protection District Commissioner July 1st, I will not accept reappointment.

I was first appointed to serve in 2002, and most recently appointed by you in 2014 for an additional four year term. Consequently I have now served the Rural Board for nearly 16 years.

I believe strongly that change is good for any organization and that the occasional infusion of new blood and new ideas helps keep the momentum moving forward. For these reasons I now choose to terminate my service.

I am grateful for having had the opportunity to serve both an organization for which I was once a volunteer member, and more generally the important fire service in our community. I am proud of the many accomplishments that my colleagues and I have achieved for the safety and efficiency of our firefighters. I am confident that my successor, as well as our new incoming Chief, will continue to strive for excellence and fire safety.

In the coming weeks my fellow Commissioners will submit for your consideration the name of a potential replacement Commissioner.

Thank you.

Sincerely,



Lloyd L. Anderson  
Bishop Rural Fire Commissioner

Cc. M. Holland, Chair, BRFPD



RECEIVED

MAY - 4 2018

INYO COUNTY  
PERSONNEL

April 23, 2018

Board Of Supervisors  
County Of Inyo  
P.O. Box N  
Independence, CA. 93526

Dear Board Of Supervisors:

At this time I'm looking for your reappointment to the Bishop Rural Fire Protection District Board of Commissioners. I strongly believe that this is a pivotal time for the Bishop Volunteer Fire Department. With the hiring of a new chief, two engines in various stages of repair, and a new fire station project that needs to move forward. We as the current commissioners need to stand behind the new fire chief during the transition period. We have negotiations starting with the Bishop Paiute Tribe for a new fire protection agreement. We have met with County council to shore up are agreement with the City of Bishop and with the Volunteers.

These are just a few of many things we are in the middle of working on. My wishes are not to walk out on what we have started at this time. I thank you for your consideration for a seat on the Bishop Rural Fire Board Of Commissioners.



Scott E Marcellin  
2760 Audrey Lane  
Bishop, CA. 93514

MICHAEL J. HOLLAND, CPA

KEVIN E. ALLRED, CPA

## *Holland & Allred*

*Certified Public Accountants*  
324 GROVE STREET • BISHOP, CA 93514  
Tele: (760) 873-3508 • Fax: (760) 873-3509

May 14, 2018

Inyo County Board of Supervisors  
PO Drawer N  
Independence, CA 93526

RECEIVED  
2018 MAY 14 AM 10:55  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

Dear Members of the Board:

I hereby submit my letter of interest to be considered for reappointment to the Board of Commissioners of the Bishop Fire Protection District.

I have been serving as a member of the board since my appointment in January, 2009. I look forward to the opportunity to continue my service to the Bishop Fire Department in this role of managerial support.

I respectfully request your consideration for reappointment for an additional four year term to begin July 1, 2018.

Sincerely,



Michael J. Holland

Cc: dellis@inyocounty.us

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**

## County of Inyo

*The Inyo Register* has been adjudged a  
newspaper of general circulation by the  
Superior Court of the County of Inyo,  
State of California, under date of  
Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

**APRIL 19**

In the year of **2018**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**19TH DAY OF APRIL 2018**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 MAY -3 PM 2: 17

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

## Proof of Publication of Public Notice

### NOTICE OF VACANCY BISHOP RURAL FIRE PROTECTION DISTRICT BOARD OF COMMISSIONERS

NOTICE IS HEREBY GIVEN that  
the Inyo County Board of Supervi-  
sors is accepting applications to fill  
three four-year terms on the  
Bishop Rural Fire Protection Dis-  
trict Board of Commissioners end-  
ing July 1, 2022.

If you are interested in serving on  
the Independence Cemetery Dis-  
trict Board of Directors, please  
submit your request for appoint-  
ment to the Clerk of the Board of  
the Board of Supervisors at P.O.  
Drawer N, Independence, CA  
93526 or dellis@inyocounty.us. In  
order for your request for appoint-  
ment to be considered, it must be  
received on or before 5:00 p.m.  
Friday, May 18, 2018.  
(IR 4/19/18, #13308)



**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:** Motor Pool

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Authorization to increase blanket purchase order to Bishop Automotive Center.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve an increase in the amount of the blanket purchase order with Bishop Automotive Center by \$7,000 to a not to exceed amount of \$50,000 from the Motor Pool budget.

**SUMMARY DISCUSSION:**

The County utilizes outside vendors for preventative maintenance and repair of approximately 150 County owned vehicles in the Motor Pool fleet. Bishop Automotive is one of the vendors used by the County. In addition, tire purchases are made from Bishop Automotive.

On July 18, 2017 your Board approved a blanket purchase order to Bishop Automotive Center in an amount of \$35,000 for the purchase of tires and for maintenance of Motor Pool vehicles, with an increase of \$8,000 on May 1, 2018. This fiscal year Motor Pool has been required to make some unanticipated tire purchases in order to maintain the fleet and to be prepared for the potential for severe storms and anticipate additional repairs for the months of May and June, 2018. As a result, we find it necessary to increase our purchase order with Bishop Automotive and request your Board's authorization for the increase.

Having an open purchase order will expedite repairs by allowing us to process payments in a timely manner and provides for efficiency in the Auditor's office in issuing warrants. Increasing this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

**ALTERNATIVES:**

Your Board could choose not to authorize an increase in this blanket purchase order. In that event a separate purchase order for each individual transaction would be used. The net effect would result in a delay every time a motor pool vehicle or a piece of landfill equipment requires service.

**OTHER AGENCY INVOLVEMENT:** Auditor/Controller

**FINANCING:** Included in the Motor Pool budget for the 2017-2018 fiscal year budget 200100 object codes 5171 and 5173.

**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>  N/A  </u> Date <u>          </u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  <i>Anna Gillespie</i> Approved: <u>  5/18/18  </u> Date <u>          </u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>  N/A  </u> Date <u>          </u>

**DEPARTMENT HEAD SIGNATURE:** *Kenneth Wallace* Date:   5/21/18    
 (Not to be signed until all approvals are received)



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 14

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

**FROM: Parks & Recreation**

**FOR THE BOARD MEETING OF: June 5, 2018**

**SUBJECT:** Agreement Between County of Inyo and Madera Disposal Systems dba Bishop Waste Disposal for Vault Pumping Services at the County Parks & Campgrounds.

**DEPARTMENTAL RECOMMENDATION:** Request that your Board 1) award the bid for vault toilet pumping services to Madera Disposal Systems dba Bishop Waste Disposal 2) approve the agreement between the County of Inyo and Madera Disposal Systems dba Bishop Waste Disposal for Vault Toilet pumping services in an amount not to exceed \$32,760 for a term of one year with options to renew for two additional one year terms for the period of July 1, 2018 through June 30, 2021, subject to Board approval and adoption of future County budgets, and 3) authorize the Chairperson to sign the agreement.

**SUMMARY DISCUSSION:** Bishop Waste has been the vendor for this service for the past ten years. The current contract will terminate in June 2018; therefore we went out to bid. This agreement provides for the periodic pumping of septic tanks and vault toilets located within the County Parks and Campgrounds including, Baker Creek, Independence Creek, Pleasant Valley, Portagee Joe's, Taboose Creek, Diaz Lake and Tinnemaha Campgrounds and the Millpond Recreation Area. Inyo County Parks & Recreation requested bid proposals from vault toilet pumping service providers. Bishop Waste Disposal submitted the low bid. The bids are summarized as follows:



Bishop Waste Disposal                      \$ 10,920.00 annually  
 Preferred Septic & Disposal                \$ 12,462.00 annually

The services contract is scheduled for a three fiscal years.

**ALTERNATIVES:** Your Board could choose not the award the bid. This is not recommended because the periodic pumping of the facility vault toilets and septic tanks located in the County Parks and Campgrounds is necessary. The facilities must be serviced periodically and the County does not have the required expertise to perform this service internally.

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor/Controller, Risk Management

**FINANCING:** Vault pumping services will be budgeted in the Parks and Recreation Budget 076900, Object Code 5265, Professional Services.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>YES</u> Date <u>4/25/18</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>5/22/2018</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) Kenney Bull Date: 5/22/18

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Madera Disposal Systems DBA Bishop Waste Disposal**  
**FOR THE PROVISION OF Septic and Vault Toilet Pumping SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Septic and Vault Toilet Pumping services of Madera Disposal Systems DBA Bishop Waste Disposal of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by KEN WALKER, whose title is: ASSISTANT COUNTY ADMINISTRATOR. 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. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from JULY 1, 2018 to JUNE 30, 2019 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 JULY 1, 2019 through JUNE 30, 2020
- b. From JULY 1, 2020 through JUNE 30, 2021

County may exercise such options 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 as stated in this Agreement.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 10,920.00XXXXXXXXXX (initial term); \$ 10,920.00XXXXXXXXXX (option 1); \$ 10,920.00XXXXXXXXXX (option 2); for a total of \$ 30,760.00XXXXXXXXXXXXXXXXXXXXXXXXXXXX Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Madera Disposal Systems DBA Bishop Waste Disposal  
**FOR THE PROVISION OF** Septic and Vault Toilet Pumping **SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By:   
Signature

ROGER BROWN  
Print or Type Name

Dated: 5/15/18

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  
Madera Disposal Systems DBA Bishop Waste Disposal

AND \_\_\_\_\_  
Septic and Vault Toilet Pumping

FOR THE PROVISION OF \_\_\_\_\_ SERVICES

TERM:  
JULY 1, 2018 JUNE 30, 2021  
FROM: \_\_\_\_\_ TO: \_\_\_\_\_

SCOPE OF WORK:

Provide vault and septic pumping services for the locations listed below for Inyo County Parks and Campgrounds on an *on-call* basis as needed.

<u>Locations</u>	<u>No. of Tanks</u>
Baker Creek	6 vault tanks
Diaz Lake	4 vault tanks
Independence CG	4 vault tanks
Millpond Rec Area	1 septic tank
Pleasant Valley	12 vault tanks
Portagee Joe's	2 vault tanks
Taboose Creek	6 vault tanks
Tinnemaha	4 vault tanks

**\*PLEASE NOTE THAT EACH TANK MUST BE REFILLED WITH A MINIMUM OF 250 GALLONS OF FRESH WATER WITH A DEODORIZER ADDED.**

Contractor shall furnish, at Contractor's sole expense, all vehicles and other equipment and supplies necessary to perform such services. All vaults must be left in a sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses, Contractor shall promptly notify the Administrator of Recycling Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
Madera Disposal Systems DBA Bishop Waste Disposal

AND Septic and Vault Toilet Pumping

FOR THE PROVISION OF \_\_\_\_\_ **SERVICES**

**TERM:**

FROM: JULY 1, 2018 TO: JUNE 30, 2021

**SCHEDULE OF FEES:**

Services will be compensated on an on-call basis, as needed, services for the following quoted prices:

Locations	#of Tanks	
Baker Creek	6 Vault Tanks	\$1650
Diaz Lake	4 Vault Tanks	\$1400
Independence CG	4 Vault Tanks	\$1300
Millpond Rec Area	1 Septic Tank	\$220
Pleasant Valley	12 Vault Tanks	\$3000
Portagee Joe CG	2 Vault Tanks	\$700
Taboose Creek	6 Vault Tanks	\$1650
Tinnemaha CG	4 Vault Tanks	\$1000

The term of the contract will be for a period of three fiscal years.



**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: OFFICE OF COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: June 5, 2018**

**SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 2 BETWEEN GREENAN, PEFFER SALLANDAR & LALLY, LLP**

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve Amendment No. 2 to the contract between Greenan, Peffer, Sallandar & Lally, LLP and the County of Inyo, extending the term of the contract for the period of July 1, 2017 until completion of litigation unless sooner terminated; and authorized the Chairperson to sign contingent upon the Board's adoption of future budgets.

**CAO RECOMMENDATION:** n/a

**SUMMARY DISCUSSION:** Greenan, Peffer, Sallandar & Lally's Agreement with the County for legal services provides the County with expertise in specialized areas of the law. The Agreement enables the County, through the Office of County Counsel to utilize the firm's services in the future as needed. The firm will continue to be monitored by our office in consultation with the CAO to ensure that the legal services provided are necessary, cost effective, and in accordance with the Board of Supervisors direction. County staff will assist the firm to the extent possible in order to hold down the expenses incurred under the Agreement.

The current amendment is not requesting any increase to the contract amount.

**ALTERNATIVES:** Your Board could choose not to approve the Amendment. This is not recommended for the reasons given above.

**OTHER AGENCY INVOLVEMENT:** County Administrator

**FINANCING:** Funding is encumbered. There are no changes in the contract amount.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>5/17/18</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>[Signature]</u> Date <u>5/17/2018</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>[Signature]</u> Date <u>5/17/18</u>

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) [Signature] Date: 5/17/18

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) [Signature] Date: 05-22-18

**AMENDMENT NUMBER 2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREENAN, PEFFER, SALLANDAR & LALLY, LLP  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and GREENAN, PEFFER, SALLANDAR & LALLY, LLP, of San Ramon, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 10, 2016, on County of Inyo Standard Contract No.123, for the term from May 1, 2016 through June 30, 2017.

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

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

County and Contractor hereby amend such Agreement as follows:

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2017 until completion of litigation unless sooner terminated as provided below.

The effective date of this Amendment to the Agreement is July 1, 2018.

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

**AMENDMENT NUMBER 2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREENAN, PEPPER, SALLANDAR & LALLY, LLP  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Kevin O'Lally  
Type or Print

Dated: 5-10-18

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 RISK ASSESSMENT:

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



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

For Clerk's Use Only:  
AGENDA NUMBER

16

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF JUNE 5, 2018

SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, ENVIRONMENTAL ATTORNEY

**DEPARTMENTAL RECOMMENDATION:** Request Board approve Contract between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services for the period from July 1, 2018 through June 30, 2019, at the rate of One Hundred Seventy-Five Dollars (\$175.00) an hour for work directly related to litigation services, One Hundred Fifty Five Dollars (\$155.00) an hour for other matters, and travel time which will be paid at Fifty Dollars (\$50.00) an hour, with a contract limit of Twenty-Five Thousand Dollars (\$25,000.00); contingent upon the Board of Supervisors approving the 2018/19 Budget; and authorize the Chairperson to sign on behalf of the County.

**CAO RECOMMENDATION:** n/a

**SUMMARY DISCUSSION:** As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and contractor. His expertise on such matters has proved to be invaluable to this and previous County Counsels. Such expertise would be difficult if not impossible to replace. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the area of Environmental law and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in environmental law related litigation.

The rate in this contract is the same as in the previous contract. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time. The limit upon the amount payable under the contract is \$25,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Planning Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

**ALTERNATIVES:**

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent

and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve the Agreement with Gregory L. James as recommended and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

**OTHER AGENCY INVOLVEMENT:** none

**FINANCING:** Funding is included in County Counsel's Budget 010700 Object Code 5265 in the 2018/19 budget in the amount of \$25,000.00

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>5/17/18</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>js</u> Date <u>5/18/2018</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>5/22/18</u>

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

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**.

B. Travel and per diem. County shall reimburse Contractor for the 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 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. Except as provided on the Schedule of Fees (Attachment **B**), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

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 incidental expenses, if any, shall not exceed **\$25,000.00** 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 incidental expenses 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. 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. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th 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 ensure 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.**

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 effective date of 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.

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

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining 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.**

If required by law, 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 if coverage is required by law.

## **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,

2. 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.
3. 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.
4. 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)*
5. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** 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 insured's 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 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 ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) 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 and its employees 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 fifteen (15) 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-three (23) 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

**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 to the Inyo County Water Department or other 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 thirty (30) 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-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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:

<b>COUNTY OF INYO:</b>	
<u>Office of County Counsel</u>	<b>Department</b>
<u>P.O. Box M</u>	<b>Address</b>
<u>Independence, CA 93526</u>	<b>City and State</b>

<b>CONTRACTOR:</b>	
<u>Gregory L. James</u>	<b>Name</b>
<u>1839 Shoshone Drive</u>	<b>Address</b>
<u>Bishop, CA 93514</u>	<b>City and State</b>

**25. ENTIRE AGREEMENT.**

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Gregory L. James  
(Type or Print Name)

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

Gregory L. James  
(Signature)

Dated: 4/7/2018

APPROVED AS TO FORM AND  
LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

s:\Contracts\MiscContracts\GJamesWaterEnvironmental\AttyCoCo.123.GJames



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING LAND USE VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

**TERM:**

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

**SCOPE OF WORK:**

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding on such matters as sought by the County Counsel's office including without limitation Adventure Trails, Crystal Geysers, Munroe Valley, and other matters as deemed necessary to meet the County's legal needs as determined by the County Counsel. In this regard Contractor will bill each cause on which he provides services to the County Counsel separately each month.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions 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.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, 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/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. 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.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

**TERM:**

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

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

**2. INCIDENTAL EXPENSES:**

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

**TERM:**

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

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment **B**) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



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

For Clerk's Use Only:  
AGENDA NUMBER

17

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

**FROM:** COUNTY COUNSEL AND GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** APPROVAL OF AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AND COUNTY COUNSEL FOR THE PROVISION OF LEGAL SERVICES

**DEPARTMENTAL RECOMMENDATION:** Approve the agreement between Great Basin Unified Air Pollution Control District and the County for the County Counsel's Office to provide certain legal services to the District during the period July 1, 2018 to June 30, 2019, for the sum of \$12,500; contingent upon the Board's adoption of the 2018/19 Budget, and authorize the Chairperson to execute the agreement on behalf of the County.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Under the proposed agreement, the County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and in labor negotiations and/or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and disciplinary hearings;
4. Legal advice and representation to the District Board in hearing grievance and disciplinary matters;
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

In exchange for providing these services, the District will pay to the County a flat fee of \$12,500 for the fiscal year. The Office of County Counsel has the ability to provide these professional legal services to the District. The \$12,500 fee for Fiscal Year 2018-2019 has been included in the Office of County Counsel budget as anticipated revenue.



The contract was recently approved by Great Basin Unified Air Pollution Control District's Board on May 10, 2018.


**ALTERNATIVES:** The Board may decline to approve this agreement, reduce or modify the scope of legal services provided to the District, or change the fee arrangement. However, the proposed agreement has been negotiated between the County and the District as being most advantageous to both public entities, provides the District with needed legal professional services in an area in which the Office of County Counsel has expertise, and is structured on a flat fee basis to provide each entity with a certain degree of budgetary certainty for the fiscal year.

**OTHER AGENCY INVOLVEMENT:** Great Basin Unified Air Pollution Control District

**FINANCING:** Approval of this agreement will result in \$12,500 revenue being received by the County. This revenue has been budgeted within the Office of County Counsel's Budget 010700 Object Code 4819 for fiscal year 2018-2019.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/15/18</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>5/16/2018</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 5/15/18

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the LEGAL services of COUNTY COUNSEL OF COUNTY OF INYO, 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 District, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and District laws, ordinances, resolutions, and directions. 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. District shall pay to Contractor the sum total of TWELVE THOUSAND FIVE HUNDRED Dollars and ZERO cents (\$12,500.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed TWELVE THOUSAND FIVE HUNDRED (\$12,500) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the District, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

(4) The total amounts paid by District 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 District 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. 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 District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

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

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. 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 District. Contractor will provide District, 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 District as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, District 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. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. DISTRICT PROPERTY.**

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. 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 District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

**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 Great Basin Unified Air Pollution Control District, its agents, officers, employees, and volunteers 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 B 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 District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District 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 District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District'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 District.

#### 11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers 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 District, its agents, officers, employees, and volunteers 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 District, its agents, officers, employees, and volunteers 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, District 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 District, its officers, employees, or volunteers.

#### 12. CANCELLATION.

This Agreement may be canceled by District 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 District.

#### 13. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District 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, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. District 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 District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by District in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor 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-four (24) below.

**17. 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.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, county, and District 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 District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

**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. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District 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 District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District'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, county, or District 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 District 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, District 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 any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, 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 District 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:

**Great Basin Unified  
Air Pollution Control District**  
Attn: SUSAN CASH  
Address: 157 SHORT STREET  
City, State, Zip BISHOP CA 93514

**Contractor:**  
Name: OFFICE OF COUNTY COUNSEL, COUNTY  
OF INYO  
Address: POST OFFICE BOX M  
City, State, Zip INDEPENDENCE CA 93526

**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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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10TH DAY OF MAY, 2018.

GREAT BASIN UNIFIED  
AIR POLLUTION CONTROL DISTRICT

CONTRACTOR

By: 

By: \_\_\_\_\_  
PRINT NAME

Dated: 5-10-18

\_\_\_\_\_  
SIGNATURE

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

**ATTACHMENT A**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO  
FOR THE PROVISION OF PERSONAL SERVICES**

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

**SCOPE OF WORK**

The County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and labor negotiations or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and discipline hearings.
4. Legal advice and representation to the District Board in hearing grievance and discipline matters.
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District has a conflict of interest in regard to a District matter arising within their County.
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

**ATTACHMENT B**

**AGREEMENT BETWEEN  
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
AND COUNTY OF INYO  
FOR THE PROVISION OF PERSONAL SERVICES**

**TERM:**

**FROM: JULY 1, 2018 TO: JUNE 30, 2019**

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

**A. Minimum Scope of Insurance. Coverage shall be at least as broad as:**

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

**B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:**

1. General Liability (including operations, products and completed operations as applicable): \$ 2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, 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: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$2,000,000 per occurrence.

**C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration, and defense expenses.**

- D. Other Insurance Provisions. *The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:*
1. The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor or liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
  2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- E. Acceptability of Insurers. *Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The District at its option may waive this requirement.*
- F. Verification of Coverage. *Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.*



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

For Clerk's Use Only:  
AGENDA NUMBER  
18

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

**FROM: COUNTY COUNSEL and PLANNING DEPARTMENT DEPARTMENT**

**FOR THE BOARD MEETING OF: JUNE 5, 2018**

**SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER/ENVIRONMENTAL ATTORNEY – YUCCA MT. PROJECT**

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the Contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related Court actions, for the period from July 1, 2018 through June 30, 2019, at the rate of One Hundred Eighty Five Dollars (\$185.00) per hour, as further set forth in Attachment B, with travel time paid at Fifty Dollars (\$50.00) an hour, and a Contract Limit of Twenty Five Thousand Dollars (\$25,000.00); contingent upon the Board of Supervisors approving the 2018/19 Budget; and authorize the Chairperson to sign on behalf of the County.

**CAO RECOMMENDATION:** n/a

**SUMMARY DISCUSSION:** As your Board is aware, Mr. James has extensive experience providing Inyo County with water and environmental related legal advice. Mr. James has represented the County on Yucca Mountain related matters since October of 2008. He was instrumental in inserting Inyo County into the licensing process in a professional manner with a good likelihood of success. As it was last year, it is fair to say that the licensing proceeding is in a state in flux if not moribund. However, there is an occasional need for Mr. James advice regarding the program.

Additionally, it will be important to stay abreast of the current litigation regarding withdrawal of the license and rejuvenated license proceedings, and of the regulations and guidance that would be issued by DOE regarding return or use of the funding that has been provided and equipment and evidence obtained as a result of federal funding. The continuity Mr. James provides will be valuable whether the licensing proceedings continue or the program comes to a halt.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$185.00/hour for attorney time with an additional \$40.00/hour if Mr. James spends more than 100 hours a month on Yucca Mountain matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$25,000.00.

Mr. James' activities under this Agreement will continue to be monitored, directed, and supervised by the County Counsel in consultation with the Planning Director and other involved Department Heads, to ensure that the legal services undertaken to be provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

**ALTERNATIVES:**


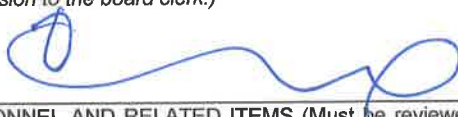
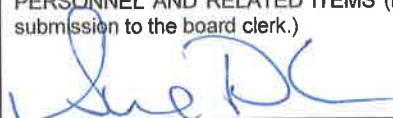
1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Yucca Mountain proceedings with existing attorney staff.



2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

**OTHER AGENCY INVOLVEMENT:** none

**FINANCING:** Funding will be included in the Planning Yucca Mountain Department Budget 620605 Object Code 5265 in the 2018/19 budget.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>5/18/18</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>5/15/2018</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</u> Date <u>5/9/18</u>

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

**DEPARTMENT HEAD SIGNATURE:**  Date: 5/22/18  
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

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.

B. Travel and per diem. County shall reimburse Contractor for the 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 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. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

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 incidental expenses, if any, shall not exceed **\$25,000.00** 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 incidental expenses 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. 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. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th 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.**

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 effective date of 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.

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

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

If required by law, 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 if coverage is required by law.

**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 **\$ N/A** 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 ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) 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 and its employees 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 fifteen (15) 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-three (23) 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

**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 to the Inyo County Yucca Mountain Repository Assessment Office or other 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 thirty (30) 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-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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:

<b>COUNTY OF INYO:</b>	
<u>Office of County Counsel</u>	<b>Department</b>
<u>P.O. Box M</u>	<b>Address</b>
<u>Independence, CA 93526</u>	<b>City and State</b>

<b>CONTRACTOR:</b>	
<u>Gregory L. James</u>	<b>Name</b>
<u>1839 Shoshone Drive</u>	<b>Address</b>
<u>Bishop, CA 93514</u>	<b>City and State</b>

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Gregory L. James  
(Type or Print Name)

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

Gregory L. James  
(Signature)

Dated: 4/7/2018

APPROVED AS TO FORM AND  
LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

s:CoCo/Contracts/Misc/Greg James/Water/Environmental/Attorney/YuccaMt.123. GJames 04262018

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

**TERM:**

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

**SCOPE OF WORK:**

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of the Yucca Mountain Nuclear Repository Licensing Proceedings conducted before the Nuclear Regulatory Commission, and any appeals arising therefrom to State or Federal Courts.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored..
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions 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.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, 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/her offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. 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.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

**TERM:**

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

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. and c. below, County will pay Contractor One Hundred Eighty Five Dollars (\$185.00) per hour ("hourly rate") or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. For each hour worked under the provisions of this Agreement by the Contractor in excess of one hundred (100) hours in any calendar month, Contractor will be paid an additional premium of Forty Dollars (\$40.00) per hour. This premium is in addition to the hourly rate set forth in paragraph a. above.
- c. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

**2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:**

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs

**ATTACHMENT B - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

**TERM:**

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

**SCHEDULE OF FEES:**

Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

**TERM:**

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

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



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

For Clerk's Use Only:  
AGENDA NUMBER

19

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

**FROM: COUNTY COUNSEL AND WATER DEPARTMENT**

**FOR THE BOARD MEETING OF: JUNE 5, 2018**

**SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER ATTORNEY – WATER DEPARTMENT**

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the Contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water Attorney services to the Water Department for the period from July 1, 2018 through June 30, 2019; at the rate of One Hundred Seventy-Five Dollars (\$175.00) an hour for work directly related to litigation services, One Hundred Fifty-Five Dollars (\$155.00) an hour for other matters, and travel time which will be paid at Fifty Dollars (\$50.00) an hour, with a contract limit of One Hundred Thousand Dollars (\$100,000.00); contingent upon the Board of Supervisors approving the 2018/19 Budget; and authorize the Chairperson to sign on behalf of the County.

**CAO RECOMMENDATION:** n/a

**SUMMARY DISCUSSION:** As your Board is aware, Mr. James has represented Inyo County on water related matters for decades, as both a County employee and contractor. His expertise in water law in general, and more importantly in Inyo County water issues, has proved to be invaluable to this and the previous County Counsel. Such expertise would be difficult if not impossible to replace. The proposed contract rate of , \$175.00 for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the areas of Water/Environmental law, which may be intermixed in his services under this contract, and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$100,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Water Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.





**ALTERNATIVES:**

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.
2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

**OTHER AGENCY INVOLVEMENT:** none

**FINANCING:** Funding will be included in Water Department's Budget 024102 Object Code 5265 in the 2018/19 budget in the amount of \$100,000.00.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>5/18/18</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>gs</u> Date <u>5/18/2018</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>5/22/18</u>

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

**DEPARTMENT HEAD SIGNATURE:**  Date: 5/23/18  
(Not to be signed until all approvals are received)  
/s/ARF/GJamesWtr201718

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Office of County Counsel.

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**.

B. Travel and per diem. County shall reimburse Contractor for the 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 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. Except as provided on the Schedule of Fees (Attachment **B**), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

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 incidental expenses, if any, shall not exceed **\$100,000.00** 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 incidental expenses 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. 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. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th 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.**

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 effective date of 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.

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

Except as provided in the Scope of Work (Attachment **A**), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining 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.**

If required by law, 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 if coverage is required by law.

**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 **\$ N/A** 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 insured's 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.

County of Inyo Standard Contract – Water  
(Independent Contractor – Schedule of Fees  
Including Incidental Expenses/Schedule of Per Diem)

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 ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) 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 and its employees 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 fifteen (15) 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-three (23) 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

**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 to the Inyo County Water Department or other 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 thirty (30) 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-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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:**  
Office of County Counsel      **Department**  
P.O. Box M                      **Address**  
Independence, CA 93526      **City and State**

**CONTRACTOR:**  
Gregory L. James              **Name**  
1839 Shoshone Drive        **Address**  
Bishop, CA 93514            **City and State**

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Gregory L. James  
(Type or Print Name)

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

Gregory L. James  
(Signature)

Dated: 4/7/2019

APPROVED AS TO FORM AND  
LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

s:\Contracts\MiscContracts\Greg James\Water\EnvironmentalAttorney\WtrDept.123.GJames

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**TERM:**

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

**SCOPE OF WORK:**

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of water and environmental law involving the operation and activities of the Inyo County Water Department. Specifically these responsibilities include:
  - Advise concerning legal issues involved in the joint management of Owens Valley water resources with the City of Los Angeles Department of Water and Power (LADWP) under the Long Term Water Agreement (LTWA), entered as Stipulated Judgment in the Inyo County Superior Court;
  - Advise regarding legal issues related to the implementation, oversight and enforcement of all activities and projects, including enhancement/mitigation projects, provided for in or arising from, the LTWA, the Final Environmental Impact Report (FEIR) for the LTWA, the Memorandum of Understanding (MOU) between the County, LADWP, the State Lands Commission, California Department of Fish and Game, the Sierra Club and the Owens Valley Committee, which resolves their concerns over the adequacy of the FEIR;
  - Advise and provide guidance concerning anticipated litigation and/or Dispute Resolution arising from the LTWA, FEIR, and MOU;
  - Advise the County Water Department concerning legal issues involved in monitoring the water and vegetation environment of the Owens Valley;
  - Advise and assist in coordinating, developing, and preparing the County's position, and the evidence supporting it, for disputes under the (LTWA), and for other water related litigation;
  - Advise the Board of Supervisors, Director of the Water Department, County Counsel and other County officers and employees concerning potential impacts of court decisions, activities, projects, legislation, and administrative actions on the County's water resources; and become involved as may be directed by the Board of Supervisors and/or the County Counsel, in such decisions, activities, projects, legislation and actions;
  - Under the supervision and direction of the County Counsel, represent the County, its agents, officers and employees in water related litigation; and
  - Make presentation on water and environmental related legal topics to the Board of Supervisors, County Water Commission, other County Officers and employees, federal and state agencies, citizens and residents of the County, environmental and other non-profit groups.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**TERM:**

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

**SCOPE OF WORK:**

4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions 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.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, 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/her offices and the County Counsel the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. 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.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**TERM:**

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

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

**2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:**

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**TERM:**

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

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



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

For Clerk's Use Only:

20

Consent Hearing

Departmental

Correspondence Action

Public

Scheduled Time for

Closed Session

Informational

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF: June 5, 2018**

**SUBJECT:** Approval of the California Integrated Vital Records System Data Privacy and Security Agreement

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board approve the California Integrated Vital Records System Data Privacy and Security Agreement between the California Department of Public Health (CDPH) and the Inyo County Department of Health and Human Services (HHS) for a term of five years, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Inyo County Health and Human Services Department- Public Health Division, under the authority of the County Health Officer, is responsible for entering certified birth and death certificates into a statewide database. CDPH is implementing a new electronic statewide system for vital records in the summer of 2018. HHS has volunteered to participate in early testing of the system. In order to ensure that all county users comply with applicable HIPAA and California laws pertaining to the confidentiality of personally identifiable information and protected health information, CDPH is requiring each county to enter into a data privacy and security agreement.

HHS strives to meet all privacy and security requirements related to the administration of the Vital Records System. Staff in HHS works closely with the County Privacy Officer, Risk Manager, and Information Security Officer to ensure that proper safeguards are in place to protect sensitive information, and will immediately report any suspected breach of information, should one occur, to the appropriate internal and CDPH contacts for further investigation.

**ALTERNATIVES:**

The Board could choose not to approve the agreement. Failure to enter into the agreement could result in CDPH revoking access to the Vital Records System that HHS needs access to for the purpose of recording birth and death certificates and obtaining vital statistics for public health purposes.

**OTHER AGENCY INVOLVEMENT:**




Information Services, Personnel, Risk Management

**FINANCING:**

No funding is associated with this agreement.



**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>5/11/18</u>
<b>RISK MANAGEMENT:</b> <u>n/a</u>	<b>RISK RELATED ITEMS</b> (Must be reviewed and approved by the Risk Manager prior to submission to the Board Clerk.) Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>5/14/18</u>
<b>INFORMATION SERVICES DIRECTOR:</b>	<b>INFORMATION TECHNOLOGY AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>5/16/18</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 5/18/18

## California Integrated Vital Records System (Cal-IVRS) Local Health Department Participant Agreement

This California Integrated Vital Records System (Cal-IVRS) Data Privacy and Security Agreement (Agreement) sets forth the data privacy and security requirements that Inyo County Health and Human Services [name of local health department] (Participant), and the California Department of Public Health (CDPH) are obligated to follow with respect to all Cal-IVRS Data (as defined herein). By entering into this Agreement, Participant and CDPH agree to protect the privacy and provide for the security of Cal-IVRS Data in compliance with all applicable state and federal laws concerning the Cal-IVRS Data. Permission for Participant to collect, create, access, use and disclose Cal-IVRS Data requires execution of this Agreement by Participant and CDPH.

I. Supersession: This Agreement supersedes any prior Cal-IVRS Agreement, or other agreement concerning Cal-IVRS Data, between CDPH and Participant.

II. Definitions: For purposes of this Agreement, the following definitions shall apply:

A. Breach: "Breach" means:

1. The acquisition, access, use, or disclosure of Cal-IVRS Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. The same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The "system" referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the California Integrated Vital Records System (Cal-IVRS), only.

B. Cal-IVRS Data : "Cal-IVRS Data" means: All data collected in, or created in, the following CDPH information technology systems/databases:

1. Vital Records Business Intelligence System (VRBIS).
2. Electronic Birth Registration System (EBRS).

3. Electronic Death Registration System (EDRS).
  4. Fetal Death Registration System (FDRS).
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of Cal-IVRS Data.
- D. Security Incident: “Security Incident” means:
1. An attempted breach.
  2. The attempted or successful modification or destruction of Cal-IVRS Data in the California Integrated Vital Records System in violation of any state or federal law or in a manner not permitted under this Agreement. Or,
  3. The attempted or successful modification or destruction of, or interference with, system operations in the California Integrated Vital Records System that negatively impacts the confidentiality, availability or integrity of Cal-IVRS Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of Cal-IVRS Data in the Cal-IVRS System.
- E. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of Cal-IVRS Data.
- F. Workforce Member: “Workforce Member” means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.
- G. [Reserved.]
- III. Background and Purpose: The CDPH and its Director, designated in statute as the State Registrar, pursuant to Division 102 of the California Health and Safety Code (H&SC), is charged with the duties of registering, maintaining, indexing and issuing certified copies of all California Birth, Death, and Fetal Death records. As part of these activities, the State Registrar operates the VRBIS, EBRS, EDRS, and FDRS databases. Responsibilities set forth in H&SC section 102247 and 102249 provide legislative direction to the State Registrar to develop and maintain an automation system for vital event registration, develop and maintain public health data bases, build a data system that will support policy analysis and program decisions at all levels, be useful to health care providers, local and community agencies, and the state to ultimately benefit consumers of health care services. VRBIS, EBRS, EDRS, and FDRS are necessary components to fulfilling these responsibilities.

- A. VRBIS is a secure, web based electronic solution for the State Registrar to store California's vital records data and to permit Local Health Departments and others to access such data for purposes allowed under California statute, such as epidemiologic analysis, surveillance, and program evaluation, following all applicable laws and regulations concerning vital record data.
- B. EBRS, EDRS, and FDRS are secure, web based electronic birth, death, and fetal death registration databases maintained by the State Registrar. Access to EBRS, EDRS, and FDRS is limited to statutorily defined record preparers, such as hospitals (section 102405,) funeral homes (sections 102780 and 102795,) and coroners (102850 – 102870,) as well as local registrars and the State Registrar, required by statute to register and preserve birth, death, and fetal death certificates. In EBRS, EDRS, and FDRS, record preparers enter certificate data into the registration database and electronically submit completed records to the local registrar to be registered. Once records are registered in EBRS, EDRS, and FDRS, record data are transmitted to VRBIS.
- IV. Legal Authority: The legal authority for CDPH and Participant to collect, create, access, use and disclose Cal-IVRS Data is set forth in Attachment A to this Agreement, which is made part of this Agreement by this reference.
- V. Effect of the Health Insurance Portability and Accountability Act of 1996 (HIPAA):
- A. CDPH and Cal-IVRS HIPAA Status: CDPH is a “hybrid entity” for purposes of applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" (Privacy Rule) (45 C.F.R. parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). The Cal-IVRS System has not been designated by the CDPH as, and is not, one of the HIPAA-covered “health care components” of CDPH. (45 C.F.R. § 164.504(c)(3)(iii).) The legal basis for this determination is as follows:
1. The Cal-IVRS System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of “covered entity”).) And
  2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.”

(45 C.F.R. § 60.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A.

- B. CDPH is a “Public Health Authority”:** CDPH is a “public health authority” as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)
- C. Cal-IVRS Data Use and Disclosure Permitted by HIPAA:** To the extent a disclosure or use of Cal-IVRS Data may also be considered a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in part 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Cal-IVRS Data disclosure and/or use by CDPH and Participant, without the consent or authorization of the individual who is the subject of the PHI:
1. HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 60.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A].
  2. A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b));
  3. A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a)(1).) And,
  4. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific Cal-IVRS Data uses and disclosures.
- D. No HIPAA Business Associate Agreement or Relationship between CDPH and Participant:** This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, part 160.103 (definition of “business associate”). The basis for this determination is part 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.

- VI.** Permitted Disclosures: The Participant and its workforce members and agents, shall safeguard the Cal-IVRS Data to which they have access to from unauthorized disclosure. The Participant, and its workforce members and agents, shall not disclose any Cal-IVRS Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law.
- VII.** Permitted Use: The Participant, and its workforce members and agents, shall safeguard the Cal-IVRS Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any Cal-IVRS Data for any purpose other than carrying out the Participant's obligations under the statutes and regulations set forth in Attachment A or as otherwise allowed or required by state or federal law. Notwithstanding the foregoing, inter-jurisdictional data may only be used in accordance with the following:
- A.** Permitted Use of Inter-jurisdictional Data: CDPH participates in the State and Territorial Exchange of Vital Events. As a participating state, CDPH receives data about births and deaths of California residents occurring in other states and territories. The VRBIS system makes this data available for use by local public health agencies. As a condition of having access to this data, the Local Health Department Participant further agrees to all of the following:
1. The data received can be used for statistical analysis as long as no personally identifiable information is released.
  2. The data can be used for public health surveillance, public health program evaluation, and administrative uses. Such uses require a statement of intended use approved by CDPH.
  3. Any health research must be approved by the California Health and Human Services Agency's Committee for the Protection of Human Subjects. In addition, any use of confidential birth data for research also requires the approval of the CDPH Vital Statistics Advisory Committee. Data received for health research is deemed confidential and no personally identifiable data are permitted.
  4. All data files received must be stored on a secure network consistent with the requirements defined in Section IX. The data must be destroyed when the project described in statement of intended use is completed.

5. Any other release, re-release, or use of birth or death data requires the written permission of the originating state or territory.

- VIII. Safeguards: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of Cal-IVRS Data. The Participant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section IX, Security, below.
- IX. Security: The Participant shall take all steps necessary to ensure the continuous security of all of Participant's computerized data systems that access, process, store, receive or transmit Cal-IVRS Data. These steps shall include, at a minimum, the following:
  - A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and
  - B. In case of a conflict between any of the security standards contained in either of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to Cal-IVRS Data from breaches and security incidents.
  - C. Security Officer: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B to this Agreement, which is made a part of this Agreement by this reference.
- X. Training: CDPH will provide training to Participant workforce members on the use of Cal-IVRS. The Participant shall provide training on its privacy and security obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of Participant's obligations under this Agreement, or otherwise use or disclose Cal-IVRS Data.
  - A. The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name and the date on which the training was completed.

- B. The Participant shall retain each workforce member's written certifications for CDPH inspection for a period of three years following contract termination.
- XI. Workforce Member Discipline: Participant shall discipline such workforce members who intentionally violate any provisions of this Agreement, including, if warranted, by termination of employment.
- XII. Participant Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Participant shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Agreement), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves Cal-IVRS Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IT Service Desk at the telephone numbers listed in Section XII(G), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

Participant shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the Cal-IVRS System operating environment; and,
  2. Any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach: The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:



1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the Cal-IVRS Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the Cal-IVRS Data, or to whom it is known (or reasonably believed) to have had the Cal-IVRS Data improperly disclosed to them; and
  3. a description of where the Cal-IVRS Data is known or believed to have been improperly used or disclosed; and
  4. a description of the known or probable causes of the breach or security incident; and
  5. Whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only a custodian and/or non-owner of the Cal-IVRS Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. Make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); or
  2. Cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

- E. Submission of Sample Notification to California Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format, content and timeliness provisions of section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General. Or
  2. Cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.
- F. Public Statements:** Participant shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Participant and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(G), below.
- G. CDPH Contact Information:** To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

[This space intentionally left blank – Continued on next page.]

<b>CDPH Program Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer (and CDPH IT Service Desk)</b>
<p>Tony Agurto                      Assistant Deputy Director                      California Department of Public Health                      Center for Health Statistics and Informatics                      3701 N. Freeway Blvd.                      P.O. Box 997410, MS 5000                      Sacramento, CA 95899-7410</p> <p>Email: <a href="mailto:Tony.Agurto@cdph.ca.gov">Tony.Agurto@cdph.ca.gov</a>                      Telephone: (916) 552-8098</p>	<p><b>Privacy Officer</b>                      Privacy Office,                      c/o Office of Legal Services                      California Department of Public Health                      1415 L Street, Suite 500                      Sacramento, CA 95814</p> <p>Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a>                      Telephone: (877) 421-9634</p>	<p><b>Chief Information Security Officer</b>                      Information Security Office                      California Department of Public Health                      1616 Capitol Avenue                      P.O. Box 997413, MS 6300                      Sacramento, CA 95899-7413</p> <p>Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a>                      Telephone: IT Service Desk                      (916) 440-7000 or                      (800) 579-0874</p>

- XIII.** CDPH Breach and Security Incident Responsibilities: CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves Cal-IVRS Data that was created or collected by Participant in the Cal-IVRS System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment B to this Agreement.
- A.** For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.
- B.** Participant Contact Information: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment B. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to the contact information in Attachment B. Such notice shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(G), above. Said changes shall not require an amendment to this Agreement.
- XIV.** Indemnification: Participant shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys' fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Participant, its officers, workforce members or agents relative to the Cal-IVRS Data, including without limitation, any violations of Participant's responsibilities under this Agreement.
- XV.** Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for five (5) years after the latest signature date in the signature block below. After five (5) years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days' advance notice. CDPH may also terminate this Agreement pursuant to Sections XVI or XVII, below.
- XVI.** Termination for Cause:

- A. Termination upon Breach: A breach by Participant of any provision of this Agreement, as determined by CDPH, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH. At its sole discretion, CDPH may give Participant 30 days to cure the breach.
- B. Judicial or Administrative Proceedings: Participant will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH may terminate the Agreement if Participant is found guilty of a criminal violation related to a violation of this Agreement. CDPH may terminate the Agreement if a finding or stipulation that the Participant has violated any security or privacy laws is made in any administrative or civil proceeding in which the Participant is a party or has been joined.
- XVII.** Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of Cal-IVRS Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days' written notice in the event:
- A. Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or
- B. Participant does not enter into an amendment providing assurances regarding the safeguarding of Cal-IVRS Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of Cal-IVRS Data.
- XVIII.** Assistance in Litigation or Administrative Proceedings: Participant shall make itself and any workforce members or agents assisting Participant in the performance of its obligations under this Agreement available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or workforce members based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Participant, except where Participant or its workforce member or agent is a named adverse party.
- XIX.** Disclaimer: CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant,

is or will be secure from unauthorized use or disclosure. Participant is solely responsible for all decisions made by Participant regarding the safeguarding of Cal-IVRS Data.

- XX.** Transfer of Rights: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.
- XXI.** No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.
- XXII.** Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.
- XXIII.** Survival: The respective rights and obligations of Participant under Sections VIII, IX, XII, XIII, and XVIII of this Agreement shall survive the termination or expiration of this Agreement.
- XXIV.** Attachments: The parties mutually agree that the following specified Attachments are part of this Agreement:
- A.** Attachment A: State Law Authority for: (1) Use and Disclosure of Cal-IVRS Data; and, (2) Application of HIPAA preemption exception for public health. (45 C.F.R. § 160.203(c).)
  - B.** Attachment B: Participant Breach and Security Incident Contact Information.
- XXV.** Entire Agreement: This Agreement, including all Attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXVI.** Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXVII.** Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

[This space intentionally left blank – Continued on next page.]

**XXVIII. Signatures:**

**IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:**

On behalf of the Participant, the Inyo County Health and Human Services Department [name of local health department], the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

Dan Totheroh

\_\_\_\_\_  
(Name of Representative of Participant)

Chairperson, Inyo County Board of Supervisors

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature) (Date)

On behalf of CDPH, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
(Name of CDPH Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature) (Date)

Return Executed Agreement to:

Cal-IVRS  
Attention: Support Desk  
MS 5103  
P.O. Box 997410  
Sacramento, CA 95899-7410  
FAX: 916-323-2299



Attachment A

Local Health Department Participant

State Law Authority for:

(1) Use and Disclosure of Cal-IVRS Data; and,

(2) Application of HIPAA preemption exception for public health. (45 C.F.R. § 160.203(c).)

A. General Legal Authority:

1. California Information Practices Act:

- a. California Civil Code section 1798.24, subdivision (e), provides in part as follows: "No agency may disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: To a person, or to another agency where the transfer is necessary for the transferee agency to perform its constitutional or statutory duties, and the use is compatible with a purpose for which the information was collected...."

B. Specific Legal Authority: Vital Records Collection, Use, and Dissemination

1. Division 102 of the California Health and Safety Code designates that the Director of CDPH is the State Registrar and such duties include the registration, preservation, and dissemination of all of California's birth, death, and marriage records.
2. California Health and Safety Code section 102100 mandates the registration of each live birth, fetal death, death, and marriage that occurs in the state.
3. Division 102 of the California Health and Safety Code designates the health officer of any approved local health department or a person appointed by the State Registrar as the local registrar of birth and deaths which duties include the registration, preservation, dissemination, and transmittal to the State Registrar of the birth and death certificates within that health jurisdiction.
4. Pursuant to California Health and Safety Code section 102405, for live births that occur in a hospital, or a state-licensed alternative birth center, the attending physician and surgeon, certified nurse midwife, or principal attendant, or if the foregoing individuals are unavailable, the administrator of a hospital or center or a representative designated by the administrator in

writing shall be responsible for certifying the live birth and registering the certificate with the local registrar.

5. Pursuant to California Health and Safety Code sections 102780 and 102955, a funeral director, or if there is no funeral director, the person acting in lieu thereof, shall prepare the death or fetal death certificate and register it with the local registrar.
6. California Health and Safety Code section 102230 designates that the State Registrar "shall arrange and permanently preserve the [vital records] certificates in a systematic manner and shall prepare and maintain comprehensive and continuous indices of all certificates registered. Further, California Health and Safety Code section 102230 designates that the State Registrar, at his or her discretion, may release comprehensive birth and death indices to a government agency. A government agency that obtains indices shall not sell or release the index or a portion of its contents to another person except as necessary for official government business and shall not post the indices or any portion thereof on the Internet.
7. Pursuant to California Health and Safety Code section 102430, subdivision (a), the second section of the certificate of live birth as specified in subdivision (b) of California Health and Safety Code section 102425, the electronic file of birth information collected pursuant to subparagraphs (B) to (F), inclusive, of paragraph (2) of subdivision (a) of California Health and Safety Code section 102426, and the second section of the certificate of fetal death as specified in California Health and Safety Code section 103025, are confidential; however, access to this information is authorized for the following: local registrar's staff and local health department staff (when approved by the local registrar or local health officer, respectively), the county coroner, and the birth hospital responsible for preparing and submitting a record of the birth or fetal death for purposes of reviewing and correcting birth or fetal death records.
8. Pursuant to California Health and Safety Code section 103526, subdivision (c)(2)(C), authorized copies of birth and death certificates may be obtained by a representative of another governmental agency, as provided by law, who is conducting official business.

## Attachment B

## Participant Breach and Security Incident Contact Information.

The following Participant contact information must be included in the executed Agreement

<b>Participant Program Manager</b>	<b>Participant Privacy Officer</b>	<b>Participant Chief Information Security Officer (and IT Service Desk)</b>
[Name] Anna Scott	[Name] Topah Spoonhunter	[Name] Scott Armstrong
[Title] HHS Deputy Director-Public Health	[Title] Inyo County Privacy Officer	[Title] Information Services Director
[Address] 207A W. South St.	[Address] 163 May St.	[Address] PO Box 477
[Address 2]	[Address 2]	[Address 2] PO Box 477
[City] Bishop	[City] Bishop	[City] Independence
[State, Zip Code] CA, 93514	[State, Zip Code] CA, 93514	[State, Zip Code] CA, 93526
[Telephone] (760) 873-7868	[Telephone] (760) 873-3258	[Telephone] (760) 878-0245
[Fax] (760) 873-7800	[Fax] (760) 873-6505	[Fax] (760) 872-2712
[E-mail] ascott@inyocounty.us	[E-mail] tspoonhunter@inyocounty.us	[E-mail] sarmstrong@inyocounty.us



**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       Closed Session       Informational

**FROM:** Planning Department, Yucca Mountain Repository Assessment Office

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Yucca Mountain Oversight Budget Amendment; Amendment No. Two to the contract between the County of Inyo and The Hydrodynamics Group Inc.; and, Amendment No. Two to the contract between the County of Inyo and Partner Engineering and Science Inc. /Andy Zdon.

**DEPARTMENTAL RECOMMENDATION:**

- Request the Board approve Amendment No. Two to the contract between County of Inyo and the Hydrodynamics Group (Hydrodynamics) to amend Section 2 – Term of the agreement to be July 1, 2016 - June 30, 2019; and, authorize the Chairperson to sign, contingent upon appropriate signatures being obtained and adoption of future budgets.
- Request the Board approve Amendment No. Two to the contract between County of Inyo and Partner Engineering and Science Inc. /Andy Zdon to amend Section 2 - Term of the agreement to be July 1, 2016 - June 30, 2019; and, authorize the Chairperson to sign, contingent upon appropriate signatures being obtained and adoption of future budgets.

**SUMMARY DISCUSSION:** Inyo County has been involved as an Affected Unit of Local Government (AULG) throughout the Yucca Mountain high-level radioactive waste repository proceedings. The Hydrodynamics Group LLC has provided consistent and high quality consulting services for the evaluation and monitoring of groundwater regarding the proposed Yucca Mountain repository during this time.

The County had the Hydrodynamics Group LLC under contract from 1997-2013 for professional services regarding groundwater and the proposed Yucca Mountain repository, but let it lapse when the licensing proceedings were halted by the NRC. On June 24, 2014 the Board entered into a new sole-source Contract with Hydrodynamics to provide technical expertise in the review and evaluation of the Department of Energy's (DOE) Supplemental Environmental Impact Statement (SEIS) with regard to technical reports, data and information on groundwater impacts of the proposed Yucca Mountain repository and any updates to the 2009 report titled: Analysis of Post Closure Groundwater Impacts for a Geologic Repository for the Disposal of Spent Nuclear Fuel and High-Level Radioactive Waste at Yucca Mountain, Nye County, Nevada. Once this work was completed, this contract also lapsed due to inactivity. The Board entered into a new sole-source Contract with Hydrodynamics on July 1, 2016 for further review of the SEIS. The contract was amended on June 14, 2017 extending the time of the contract to end on June 30, 2018. The contract with Hydrodynamics is now proposed to be amended to extend the time of the contract to end on June 30, 2019.

On May 19, 2015 the Board entered into a contract with Andy Zdon and Associates to review reports and other information relevant to the draft SEIS and to provide assistance to the County in preparing comments on it. Mr. Zdon is a former employee of the Inyo County Water Department, and is very familiar with the hydrology in the vicinity of Yucca Mountain, as well as with the groundwater models




used by the DOE and NRC in developing the SEIS. Mr. Zdon has been reviewing the groundwater models being used by the DOE in the SEIS evaluations as well as new ground water models that are under development. Mr. Zdon's contract expired on June 30, 2016. The County and Partner Engineering and Science Inc. / Andy Zdon entered into a new, sole-source, Contract on July 1, 2016 for the term of July 1 2016 – June 30, 2017 for further review of the SEIS. The contract was amended on June 14, 2017 extending the time of the contract to end on June 30, 2018 and changed the name of the Contractor to Partner Engineering and Science Inc. / Andy Zdon. The contract is now proposed to be amended to extend the time of the contract to end June 30, 2019.

Recent conversations regarding Yucca Mountain indicate that there is renewed interest in storing high-level radioactive waste at it and this could open the possibility of the licensing proceedings to restart. It would be in the County's best interest to keep its consultants under contract in case the licensing proceedings or other activities related to Yucca Mountain are to begin again. Funding for Yucca Mountain oversight by the County is funded through money the County receives from the Department of Energy.

**ALTERNATIVES:** The Board could not approve the amendments. This is not recommended as Hydrodynamics' and Zdon's history and expertise are valuable assets for the County to utilize in reviewing and commenting on activities related to Yucca Mountain.

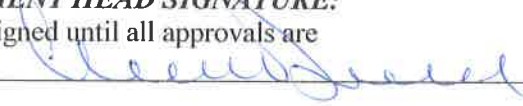
**OTHER AGENCY INVOLVEMENT:** The Department of Energy

**FINANCING:** Projects and oversight of the proposed Yucca Mountain repository are paid with funding through the Department of Energy, and fund balance is available to offset these costs. These amendments do not affect the Yucca Mountain Oversight Budget (620605). If additional funding is required in the future for this work, staff will propose a budget amendment.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
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> <div style="text-align: right; margin-top: 10px;">5/8/2018</div>
PERSONNEL DIRECTOR: 	BUDGET RELATED ITEMS <div style="margin-top: 10px;">             Approved: <input checked="" type="checkbox"/> Date 5/3/18           </div>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date:

5/14/18

**Attachments:** Proposed Contract Amendments for Hydrodynamics No. Two and Partner Engineering and Science/Andy Zdon No. Four and original contracts.

**AMENDMENT NO. TWO TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
THE HYDRODYNAMICS GROUP  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

**WHEREAS**, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018.

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

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 - TERM to July 1, 2016 to June 30, 2019

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY  
OF INYO AND  
THE HYDRODYNAMICS GROUP  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONTRACTOR

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

By: Michael J. King

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

Dated: April 19, 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



**AMENDMENT NO. ONE TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
THE HYDRODYNAMICS GROUP  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and The Hydrodynamics Group (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017.

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

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

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

**County and Contractor hereby amend such Agreement as follows:**

Amend Section 2 - TERM to July 1, 2016 to June 30, 2018

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
THE HYDRODYNAMICS GROUP  
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS THURSDAY OF June, 2017.

COUNTY

CONTRACTOR

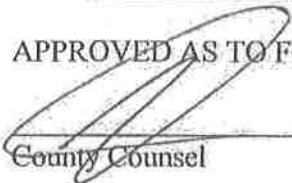
By: Mark Tiller

By: May 30, 2017

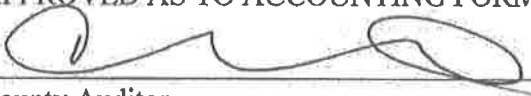
Dated: 6/27/17

Dated: Michael J. King

APPROVED AS TO FORM AND LEGALITY:

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

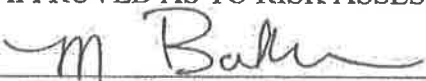
APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND The Hydrodynamics Group, LLC**  
**FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of The Hydrodynamics Group, LLC (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Inyo County Planning Director. 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 July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

#### 4. WORK SCHEDULE.

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement 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, s, 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.**

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

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

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

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

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

<b>County of Inyo:</b>	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
The Hydrodynamics Group, LLC	Name
16711 76th Avenue West	Address
Edmonds, WA 98626	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 The Hydrodynamics Group, LLC**  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

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

COUNTY OF INYO

By:   
Dated: 6-14-16

CONSULTANT

By: Michael J. King  
Signature  
Michael J. King  
Print or Type Name  
Dated: May 11, 2016

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

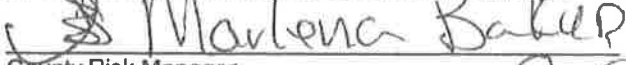
APPROVED AS TO ACCOUNTING FORM:


  
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 The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCOPE OF WORK:**

1. Contractor shall assist the County in the review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016 **TO:** June 30, 2017

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

**2. INCIDENTAL EXPENSES:**

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of Compensation (\$20,000).

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

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

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services **SERVICES****

**TERM:**

**FROM:** July 1, 2016 **TO:** June 30, 2017

**SEE ATTACHED INSURANCE PROVISIONS**

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

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

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

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

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND The Hydrodynamics Group, LLC  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



**AMENDMENT NO. TWO TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
PARTNER ENGINEERING AND SCIENCE INC. /ANDY  
ZDON, FOR THE PROVISION OF PROFESSIONAL  
SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Partner Engineering and Science Inc. / Andy Zdon (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2016 on County of Inyo Standard Contract No. 156 for the term from July 1, 2016 to June 30, 2017 for an amount not to exceed \$20,000 (“Agreement”).

**WHEREAS**, on June 27, 2017 the County and Contractor consented to amend the Agreement at Section 2 - Term to be July 1, 2016 to June 30, 2018 and consented to amend the contractors title to Partner Engineering and Science Inc. / Andy Zdon (“Amendment No. One”). Said Amendment No. One was erroneously titled “Amendment No. Three” based on amendments made to a related, but separate, agreement between County and Contractor dated May 19, 2015, for the term June 1, 2015 through June 30, 2016; and Amendment No. One erroneously identified the term of the Agreement to begin July 1, 2015, instead of July 1, 2016.

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

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Section - TERM to July 1, 2016 to June 30, 2019

AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
PARTNER ENGINEERING AND SCIENCE INC. /ANDY ZDON  
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

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

By: Andrew Zdon - partner esi

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

Dated: 4/19/2018

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

ONE  
**AMENDMENT NO. ~~THREE~~ TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
ANDY ZDON FOR THE PROVISION OF PROFESSIONAL  
SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Andy Zdon and Associates (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated June 14, 2015 on County of Inyo Standard Contract No. 156 for the term from July 1, 2015 to June 30, 2016.

**WHEREAS**, on October 15, 2015 the County and Contractor consented to amend the Agreement at Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to \$75,000.

**WHEREAS**, on June 7, 2016 the County and Contractor consented to amend the Agreement at Section 1 Scope of Work to include: #5 Contractor shall assist County in reviewing the Final supplemental environmental impact statement prepared by the U.S. Nuclear Regulatory Commission that addresses the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources to evaluate the adequacy of the NRC staff's responses to the County's comments on the draft version. Contractor shall provide a written summary of this evaluation to the County.

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

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

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend the contractor's title to Partner Engineering and Science Inc./Andy Zdon
- Amend Section 2 - TERM to July 1, 2015 to June 30, 2018

ONE  
~~THREE~~  
AMENDMENT NO. ~~ONE~~ TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
PARTNER ENGINEERING AND SCIENCE, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS THURSDAY OF June, 2017.

COUNTY

CONTRACTOR

By: Mark Telle

By: A. Zidon ANDREW ZIDON

Dated: 6/27/17

Dated: June 8, 2017

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Andy Zdon and Associates, Inc.**  
**FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Hydrological Consulting Services services of Andy Zdon and Associates, 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 the Inyo County Planning Director. 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 July 1, 2016 to June 30, 2017 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$20,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

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

#### 4. WORK SCHEDULE.

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement 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, s, 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.**

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

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

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

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



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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

<b>County of Inyo:</b>	
Inyo County Planning Department	Department
PO Drawer L	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
Andy Zdon and Associates, Inc.	Name
2121 N. California Blvd., Suite 29	Address
Walnut Creek, CA 94596	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** Andy Zdon and Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Consulting Services **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

\_\_\_\_\_  
Print or Type Name  
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** Andy Zdon and Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Consulting Services **SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCOPE OF WORK:**

1. Contractor shall assist the County in the continued review and evaluation of the Final Supplemental Environmental Impact Statement (SEIS) that was prepared by the U.S. Nuclear Regulatory Commission (NRC) addressing the post closure impacts of the proposed Yucca Mountain nuclear waste repository on groundwater resources, for the level and quality of the NRC responses to the County's comments on the Draft SEIS. This work shall include, but not be limited to, a review to ensure that the NRC responded to each of the County's comments on the DRAFT SEIS; an evaluation of the responses to ensure the County's concerns have been addressed appropriately; provide a written summary of these findings; and be prepared to assist the County in supporting its exiting contentions or crafting new contentions based on the comments and concerns the County has submitted to the NRC. This work may also include running the Death Valley Regional Groundwater model to assess the impacts of groundwater pumping on the proposed Yucca Mountain Repository and evaluating any new models or information introduced by the NRC in the Final SEIS.
2. Contractor shall receive direction as to the scope of the work to be performed from the Inyo County Planning Department and/or the Inyo County County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Inyo County Planning Department for storage.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Andy Zdon and Associates, Inc.  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services as described in Attachment A which are performed by the Contractor at County's request, at a rate not to exceed \$20,000.

**2. INCIDENTAL EXPENSES:**

County shall reimburse Contractor for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for incidental expenses shall not be paid in excess of the amount of \$20,000.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Andy Zdon and Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Consulting Services **SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

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

Contractor will be compensated only for expenses incurred while performing tasks specified in the Scope of Work. Travel and Per Diem expenses will be paid out of the \$20,000 total cost of the contracted work and travel only for tasks included in the Scope of Work will be reimbursed.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Andy Zdon and Associates, Inc.  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES**

**TERM:**

**FROM:** July 1, 2016

**TO:** June 30, 2017

**SEE ATTACHED INSURANCE PROVISIONS**



ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO  
AND Andy Zdon and Associates, Inc.  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read:  

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

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

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND Andy Zdon and Associates, Inc.  
FOR THE PROVISION OF Hydrological Consulting Services SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2017

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



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

For Clerk's Use  
 Only:  
**AGENDA NUMBER**  
 22

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: JUN 05 2018

SUBJECT: Removal of tree at 354 West Payne Street, Independence, CA. 93526

**DEPARTMENTAL RECOMMENDATIONS:**

Approve the removal of one (1) tree in the road right-of-way at 354 West Payne Street, Independence, CA. 93526. Tree removal will be performed by County forces.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Road Department has received a request to remove one tree in the road right-of-way at 354 West Payne Street, Independence, CA. 93526. This tree on the County right-of-way, adjacent to the property owner's driveway, the tree has grown and matured enough to begin causing damage to the private property and vehicles in their yard.

**ALTERNATIVES:**




Deny removal request.

**OTHER AGENCY INVOLVEMENT:**


County Counsel

**FINANCING:**

Road Department personnel will perform the work for the tree removal, in its maintenance program

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>5/15/18</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>5/18/2018</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>J</u> Date: <u>5/22/18</u>

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

 Date: 5/22/18



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

For Clerk's Use Only:  <b>AGENDA NUMBER</b>  <span style="font-size: 2em;">23</span>
--

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: JUN 05 2018

SUBJECT: Removal of two (2) trees at 223 South Clay Street, Independence, CA. 93526

**DEPARTMENTAL RECOMMENDATIONS:**

Approve the removal of two (2) trees in the road right-of-way at 223 South Clay Street, Independence, CA. 93526. Tree removal will be performed by County forces.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Road Department has received a request to remove two trees in the road right-of-way at 223 South Clay Street, Independence, CA. 93526. These trees are diseased and have begun rotting; there is a high risk of causing damage to the private property in their yard. The property owner will be replacing the trees with Purple Locust when conditions allow, as outlined in the removal request (Attachment A).

**ALTERNATIVES:**

Not approve the request.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**APPROVALS**

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

*Newelker*

*Yes*

Approved: 5/15/18 Date

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

*C. [Signature]*

Approved: 5/15/2018 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.)

*[Signature]*

Approved: ✓ Date 5/22/15

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Signature]*

Date: 5/22/15

(13) TAX RATE AREA  
57-002 57-003

(06)



(08) INDEPENDENCE TOWNSITE Bk. 1 Pg. 1, 2  
M.O.R. Bk. 4 Pg. 77  
M.O.R. Bk. 4 Pg. 86  
C.C. 88 - 82/5571

(09) NOTE: 1. THIS DOCUMENT WAS PREPARED FOR  
ASSESSMENT PURPOSES ONLY.  
2. LIABILITY IS ASSIGNED TO THE  
ACCURACY OF THE INFORMATION  
3. ASSESSOR'S PARCELS MAY NOT COMPLY  
WITH LOCAL LOT-SPLIT OR BUILDING SITE  
ORDINANCES.

Assessor's Map Bk. 02 Pg. 10  
County of Inyo, Calif.  
1950 (11-09-13)  
(10-18-00)

SHERMAN + HELEN HANNAH  
223 CLAY STREET  
INDEPENDENCE

APN 002-101-03

-878-2090  
878-3166

ROTTEN TREES

# ATTACHMENT A

ATTENTION INYO COUNTY BOARD OF SUPERVISORS,

I SHERMAN HANNAH HAVE TWO TREES ON MY PARKWAY AT 223 SOUTH CLAY STREET IN INDEPENDENCE THAT ARE DISEASED AND HOLLOW AND CONTINUE TO FAIL IN HEALTH.

I HAVE MET WITH SEVERAL EMPLOYEES FROM PUBLIC WORKS AND INYO COUNTY ROAD DEPARTMENT AND THEY HAVE LOOKED AT MY TREES AND AGREED WITH MY ASSESSMENT.

I WAS ASKED BY CHRIS CASH IF I PLANNED TO REPLACE THESE TREES, I FULLY PLAN TO REPLANT 2 PURPLE LOCUST TREES IN THEIR ABSENCE. THANK YOU FOR YOUR HELP ON THIS MATTER.

YOURS TRULY

Sherman A. Hannah

4-5-18



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

For Clerk's Use  
Only:  
**AGENDA NUMBER**  
24

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

FROM: Road Department

FOR THE BOARD MEETING OF: June 5, 2018

SUBJECT: Agreement for 2017/2018 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Exchange Funds

**DEPARTMENTAL RECOMMENDATIONS:**

- A. Approve the 2017/2018 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X18-5948(092), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not to exceed amount of \$773,353; and
- B. Authorize the Chairperson of the Board of Supervisors to sign the Agreement.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

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

In order to streamline the exchange of funds, Caltrans now offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance.

Annually, this agreement is usually received during the fourth quarter of the current year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will budget the FY 2017/2018 funds for expenditure during FY 2018/2019.

**ALTERNATIVES:**

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

**OTHER AGENCY INVOLVEMENT:**

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

**FINANCING:**

These funds are budgeted in the FY 2018/2019 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

**APPROVALS**

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  
*Heuvelink* Approved: YES Date 5/3/18

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  
*[Signature]* 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 \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 5/7/19  
(Not to be signed until all approvals are received)



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

09 INYO  
 District County

Agreement No. X18-5948(092)  
 AMS Adv ID:0918000055

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

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

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

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

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

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2017/2018.

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

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance			
<i>Jessamine Pelos</i>	Accounting Officer	Date <i>4/18/2018</i>	\$ <i>773,353.00</i>

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

## II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2017/2018.

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

## III. COMMON PROVISIONS

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

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

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

### D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### E. THIRD PARTY CONTRACTING

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

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

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

#### F. ACCOUNTING SYSTEM

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

#### G. RIGHT TO AUDIT

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

#### H. TRAVEL AND SUBSISTENCE

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

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department Of Transportation

COUNTY OF INYO

---

Office of Project Implementation  
Division of Local Assistance  
Date:

---

Chair, Board of Supervisors  
Date:



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

For Clerks Use Only

AGENDA NUMBER

25

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

**FROM:** Sheriff's Office

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Increase purchase amount with Nielsen's Equipment Maintenance for Patrol Vehicle Radios

**DEPARTMENTAL RECOMMENDATION:**

Request the Board increase spending authority between County of Inyo and Nielsen's Equipment Maintenance for completion of phase 1 of the Vehicle Radio Project from \$311,372 to \$357,200 contingent upon approval of the FY 2017-2018 and future budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On February 23, 2016, the Inyo County Board of Supervisor's declared Nielsen's Equipment Maintenance a sole source provider for Kenwood radios and installation into Sheriff Vehicles in an amount not to exceed \$311,372. The Kenwood radio model used by the Sheriff's Office is being discontinued and will not be readily available for purchase. Approval of this purchase will ensure the department has replacement parts available for repairs until funds are authorized and an acceptable radio replacement is identified.

**ALTERNATIVES:**

Your Board could choose to not approve this amendment; however this would leave the department vulnerable to equipment failure issues and would require staff time and a significant amount of funds to research new radio options and equip all of our patrol vehicles.



**OTHER AGENCY INVOLVEMENT:**

Auditor's office  
Motor Pool

**FINANCING:**

Funding for this agreement will come from Sheriffs' Department budget 022700, Object Code 5232 Office and other equipment and will be included in future budgets as a rollover encumbrance.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>5/2/18</u> Date: <u>5/2/18</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: _____ Date _____

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



Date: 5/2/18

NIELSEN'S EQUIPMENT MAINTENANCE  
451 COMMERCE CR. #3  
P.O. BOX 8615  
MAMMOTH LAKES, CA. 93546  
760-924-5611

Inyo County Sheriff Dept.  
April 24, 2018

Radios to Complete Phase One of Radio Project

8 ea.	Kenwood Dual Band Mobiles	2650.00	21200.00
6 ea.	Kenwood Single Band Mobiles	1650.00	15900.00
2 ea.	Kenwood Dual Head Mobiles	2375.00	4750.00
3 ea.	KCH-11 Control Heads	195.00	585.00
	Sub Total	42435.00	
	Tax	3288.71	
	Total	45723.71	



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

For Clerk's Use Only: AGENDA NUMBER
26

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** West Mojave Route Network Project and Draft Supplemental Environmental Impact Statement

**DEPARTMENTAL RECOMMENDATION:**

- Receive a presentation from BLM staff on the West Mojave Route Network Project, WEMO;
- Receive a review by planning staff on the comments previously submitted by the County and how they relate to DEIS; and,
- Provide direction to staff to submit comments regarding Alternatives and/or route changes.

**SUMMARY DISCUSSION:** The West Mojave Route Network Project (WMRNP)<sup>1</sup> is a supplement to the 2006 West Mojave Plan (WEMO), which updated the 1980 California Desert Conservation Area (CDCA) Plan. The CDCA Plan addressed public-land resources and resources use within 25-million acres of land in southern California. A lawsuit was filed challenging the 2006 Western Mojave Record of Decision route designation process, and in 2011, a court order directed the Bureau of Land Management (BLM) to amend the CDCA Plan and reconsider route designation throughout the WEMO area. The WMRNP identifies an overall travel and transportation management strategy, implementation framework, and access network for public lands users in the West Mojave portion of the California Desert and addresses inconsistencies in the language between the CDCA and the West Mojave Plan.

The WMRNP Supplemental Environmental Impact Statement (EIS) forms the framework for route designation in the West Mojave area, consistent with the rest of the West Mojave Plan. The BLM designated over 15,000 miles of existing roads in San Bernardino, Riverside, Kern, and Inyo Counties as open or closed to off-highway travel, or limited to specific types of travel, including motorized, non-motorized, non-mechanized and translinear disturbance. The decision resulted in management strategies that include the installation of barriers and signs, rehabilitation of closed routes, realignment of routes or other actions.

*The Alternatives*

Alternative 1 is a No Action alternative and utilizes the existing management approach as adopted by the 2006 WEMO Plan. The 2006 WEMO Plan approach utilizes the 1980 CDCA Plan Motorized Vehicle Access (MVA) Element and associated Recreation Element goals. Various route designation inconsistencies are not addressed in the No Action Alternative.

The BLM states that Alternatives 2, 3, and 4 each amend the CDCA Plan MVA and Recreation Element goals and objectives to integrate route designation parameters and broad regional strategies developed in the 2006 WEMO Plan and 2016 DRECP, and with current transportation management guidance.

<sup>1</sup> For more information regarding the WMRNP, please see the BLM website at: [www.blm.gov/wmrnp](http://www.blm.gov/wmrnp)



Alternative 2 is the most stringent and is described as the development of a route network alternative that minimizes adverse impacts to sensitive resources primarily by closing or limiting routes and identifying where mitigation is appropriate.

Alternative 3 is the least stringent and maximizes recreational opportunities and access to key destinations. It is described as the development of a route network alternative that minimizes conflicts and threats to sensitive resources by mitigation, with an emphasis on appropriate mitigation measures, rather than route closure or limitation as the primary mechanism to reduce conflicts and threats.

Alternative 4 is the BLM's preferred alternative. It is described as using the No Action network as adopted by the 2006 WEMO Plan, and modifies it by creating a transportation management framework and utilizes mitigation triggers created on designation criteria (some are from ACEC's and NLCS described by the DRECP), at both route-specific and area or network-wide levels. The Proposed Action amends the CDCA Plan Motorized-Vehicle Access (MVA) Element and Recreation Element goals and objectives to integrate with the route designation parameters and broad regional strategies developed in the 2006 WEMO Plan and 2016 DRECP.

In a letter to the BLM dated June 2, 2015, the Board requested that the BLM implement Alternative 3 because it left nearly all routes open to motorized travel (see attached). Since the time of the County's comments the BLM's Proposed Action, Alternative 4, was developed in response to public comments on the Draft SEIS; plan amendment decisions made in the DRECP; land tenure adjustments made since the Draft SEIS was published; and updated information on several natural resources. Alternative 4 adjusts a number of routes promoting connectivity while eliminating redundant, parallel routes.

Staff has found that routes within Travel Management Area (TMA) 2, lie within the County boundary, and include the following subregions: Darwin, Sierra, and North Searles (see attached map). Routes within the subregions have been inventoried by the BLM and labeled as follows:

Designation	Definition
Motorized Travel	Any vehicle with a motor including Off Highway Vehicles (OHV)
Non-motorized Travel	Forms of travel without use of mechanical apparatus
Non-mechanized Travel	Forms of travel without use of mechanical apparatus
Translinear Disturbances	Single or two track linear features that are not part of the BLM's transportation system (often created by repeated travel)

In choosing Alternative 4, the BLM has altered the designation of some routes within the TMA (these changes can be seen in the attached maps). Various existing translinear disturbances have been changed to allow motorized travel while some of the motorized travel routes have been designated otherwise. Staff has worked with BLM to acquire data and perform analysis regarding the number of motorized travel route miles. Staff has found that roughly 32.25 miles of motorized travel routes will be added to the area. While roughly 46.25 miles of motorized travel routes will be changing to non-motorized designations. The North Searles subregion will have roughly 8 miles of motorized travel routes change designation, the Darwin subregion roughly 3.25 miles, lastly the Sierra subregion will have roughly 35 miles of motorized travel routes changing designation.

Staff has found that the majority of designation changes are consistent with the BLM's intention to promote connectivity and eliminate redundant parallel routes. Changes of motorized routes to other

designations have occurred in areas that are remote, usually found to be end of line, and/or surrounded by longer, more optimal routes. The Sierra subregion has a significantly larger number of motorized travel miles changing designation because it is part of the BLM's intent to enhance and manage the old Union Pacific railroad bed for its recreational value as a non-motorized trail. This intention is consistent with the Inyo County General Plan;

***Policy RR-1.1 Preservation of Railroad Right-of-Way***

*Support preservation of railroad right-of-ways in Inyo County for restoration of rail operations or reuse in a regional bikeway/trails system.*

Your Board might wish to include in a letter to the BLM that the County still prefers Alternative 3, because it keeps the largest amount of routes open to motorized travel. In the likelihood that the BLM chooses its Preferred Alternative, staff would also recommend that the County provide comments regarding specific segment redesignations that are more consistent with other routes and the surrounding area. Staff found a handful of routes within the TMA 2 that switch designation in the middle of a motorized travel route, leading to the disruption of the path. Other routes were found to have been changed from motorized to translinear disturbance and even non-mechanized which isolates motorized travel route segments. Another inconsistency is the redesignation of a motorized route providing the most direct access to a County gravel pit.

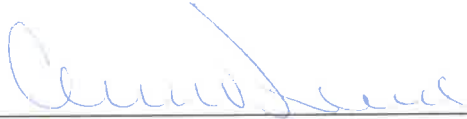
**OTHER AGENCY INVOLVEMENT:** BLM, counties of Kern, Los Angeles, and San Bernardino, and other affected agencies and stakeholders.

**ALTERNATIVES:** The Board may specify the content of any additional correspondence and authorize the Chair to sign.

**FINANCING:** General funds are utilized to monitor State and federal planning efforts.

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

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



Date: 5/24/18

Attachments:

Previous Correspondence  
Maps



## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373 • FAX (760) 878-2241  
e-mail: [pgunsolley@inyocounty.us](mailto:pgunsolley@inyocounty.us)

MEMBERS OF THE BOARD  
DAN TOTHEROH  
JEFF GRIFFITHS  
RICK PUCCI  
MARK TILLEMANS  
MATT KINGSLEY

KEVIN D. CARUNCHIO  
*Clerk of the Board*

PATRICIA GUNSOLLEY  
*Assistant Clerk of the Board*

June 2, 2015

Bureau of Land Management  
California Desert District  
Attn: WMRNP Plan Amendment  
22835 Calle San Juan de Los Lagos  
Moreno Valley, CA 92553

RE: West Mojave Route Network Project and Plan Amendment Environmental Impact Statement Correspondence

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, I thank you for the opportunity to comment on the West Mojave Route Network Project and Plan Amendment (WMRNP). The Inyo County Board of Supervisors supports the Bureau of Land Management's (BLM) effort to draft a balanced plan that identifies appropriate route designations and livestock management policies.

Inyo County's base economic contributors are recreation, mining, and agriculture. Economic development is limited in Inyo County due to the public land ownership pattern, and the decisions of public land management agencies may have significant impacts to the vitality of our regional economy. Motorized access is essential to most recreational activities within the West Mojave planning area, and recreational spending generates substantial direct and indirect economic activity in our region. Extraction of mineral resources are also important to the County's economy, and the selected WMRNP alternative should ensure that access to existing and future mining prospects is protected. Finally, ranching on public grazing allotments represents a third tier of Inyo County's base economy, and increasing restrictions on grazing represent a significant constraint to the sustainability of this industry. The Inyo County Board of Supervisors request that the BLM give significant consideration to the socioeconomic impacts of the proposed WMRNP alternatives in selecting a plan for implementation.

To that end, after consideration of the proposed WMRNP alternatives, the Inyo County Board of Supervisors supports the Preferred Alternative: Alternative 3, which maximizes recreational opportunities and access to key destinations, such as mining prospects, and limits impacts to grazing allotments outside of Desert Tortoise habitat.

Thank you for including Inyo County in this important planning process, and please accept our gratitude to BLM staff for providing our Board with a special presentation on the proposed WMRNP EIS on April 7<sup>th</sup>. Please contact the County's Administrative Officer, Kevin Carunchio, at (760)878-0292 or by email at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us) if you have any questions.

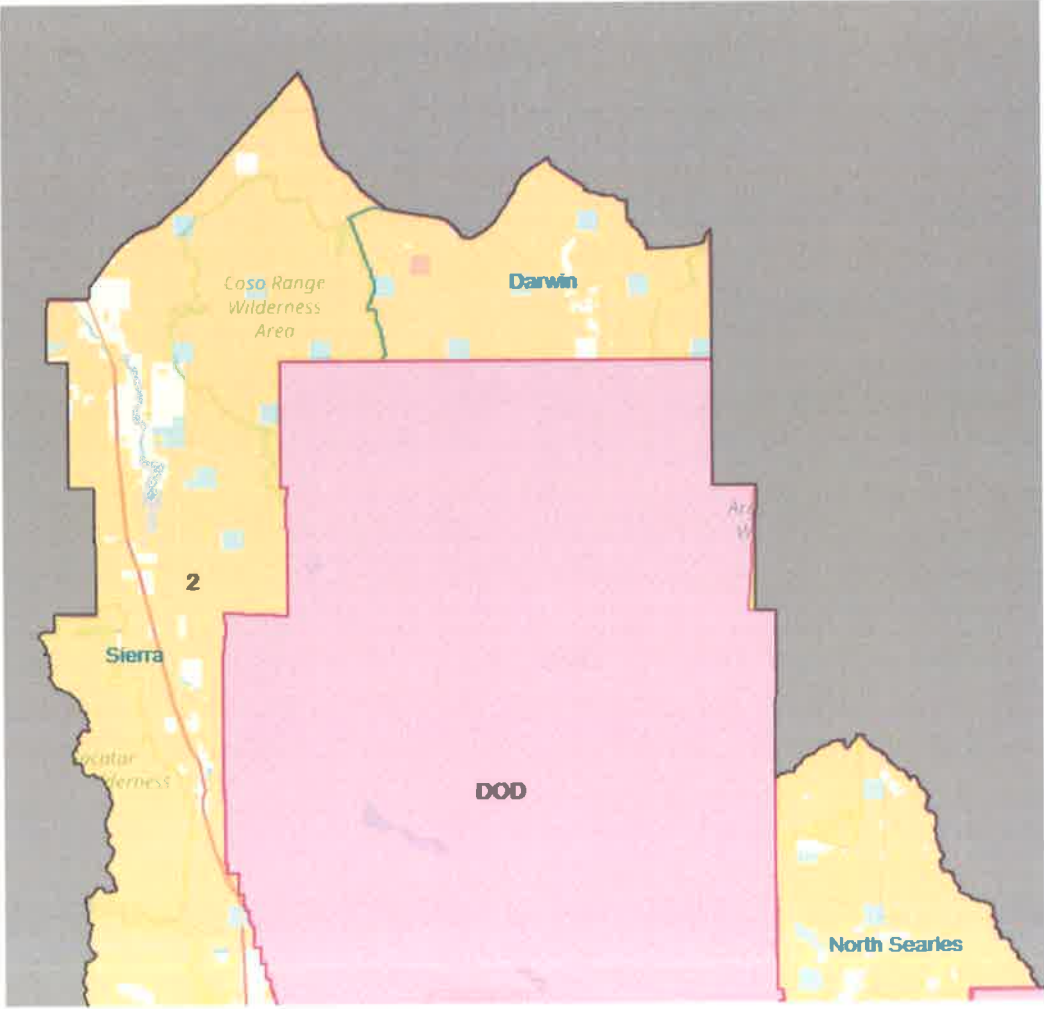
Sincerely,

Supervisor Matt Kingsley, Chairperson  
Inyo County Board of Supervisors

cc:

County Administrative Officer  
County Counsel  
Planning Director  
Secretary Jewell, U.S. Department of Interior  
Rural County Representatives of California  
California State Association of Counties  
National Association of Counties  
Kern County  
Los Angeles County  
San Bernardino County

# WEMO SUBREGIONS



# NORTH SEARLES SUBREGION

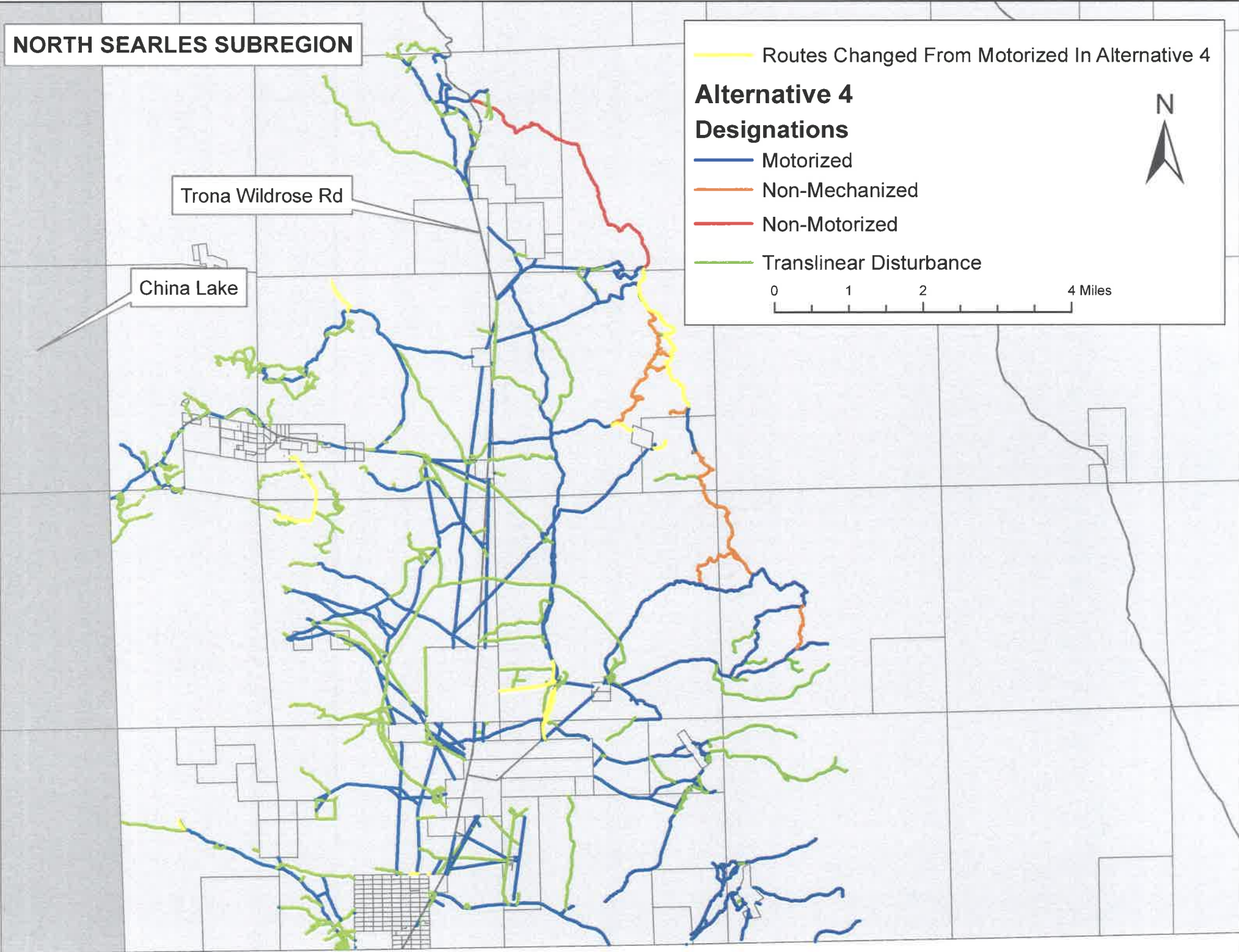

Trona Wildrose Rd

China Lake

**Alternative 4 Designations**

- Routes Changed From Motorized In Alternative 4
- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance

0 1 2 4 Miles



**NORTH SEARLES SUBREGION**

Routes Changed From Motorized In Alternative 4

**Alternative 4  
Designations**

- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance

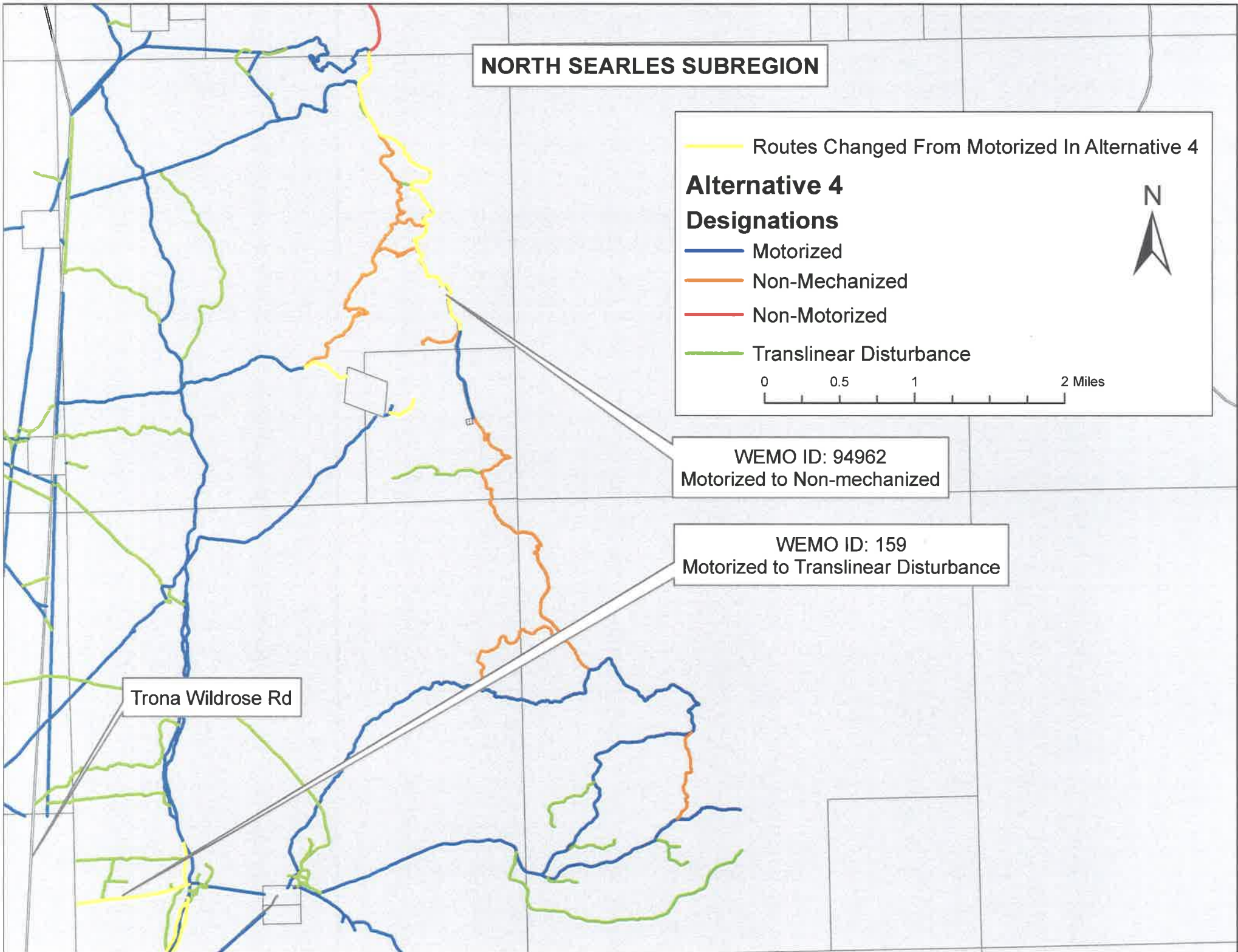


0 0.5 1 2 Miles

WEMO ID: 94962  
Motorized to Non-mechanized

WEMO ID: 159  
Motorized to Translinear Disturbance

Trona Wildrose Rd



SIERRA SUBREGION

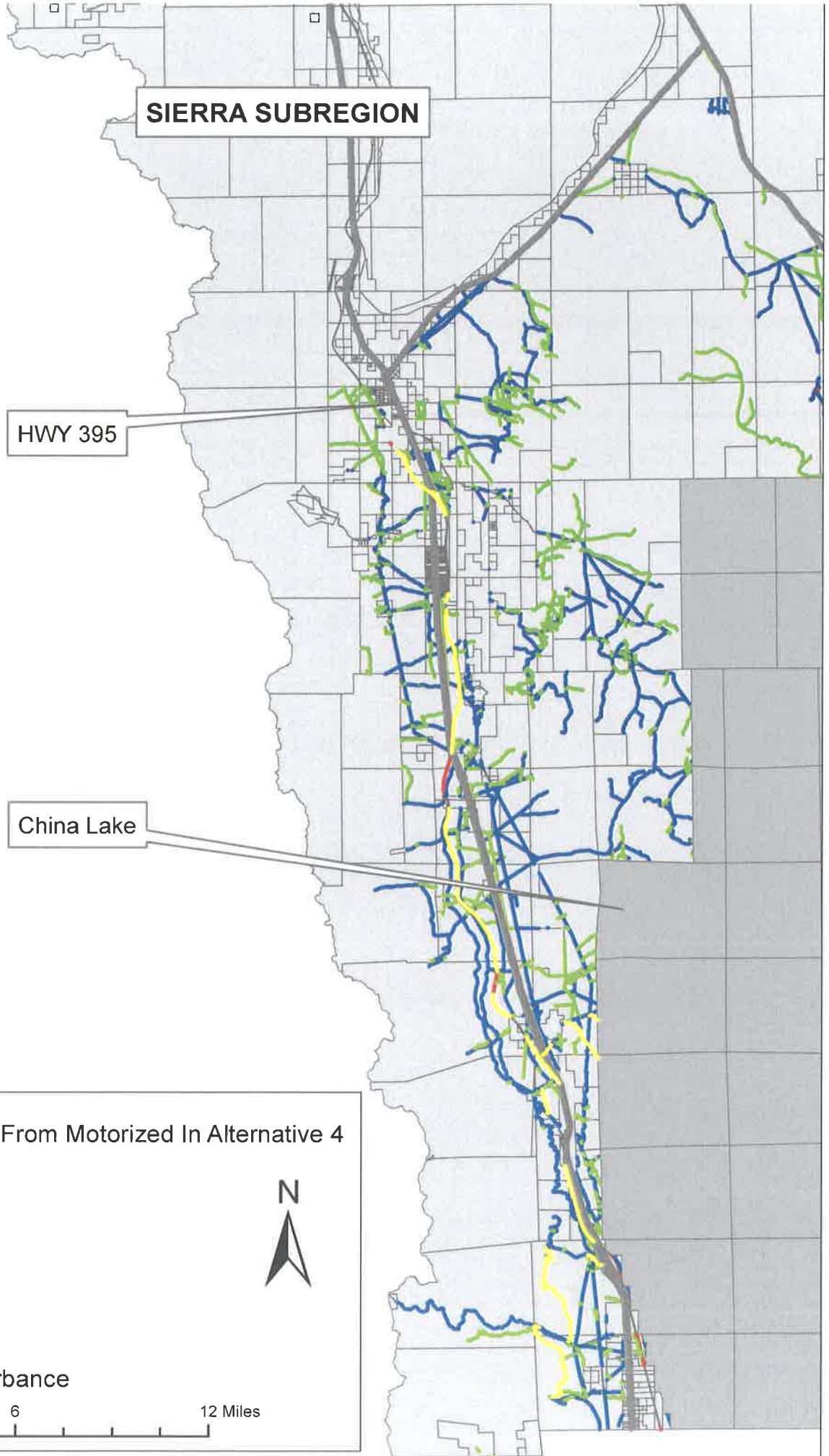
HWY 395

China Lake

Routes Changed From Motorized In Alternative 4

**Alternative 4  
Designations**

- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance





Routes Changed From Motorized In Alternative 4

### Alternative 4 Designations

- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance



0 0.425 0.85 1.7 Miles

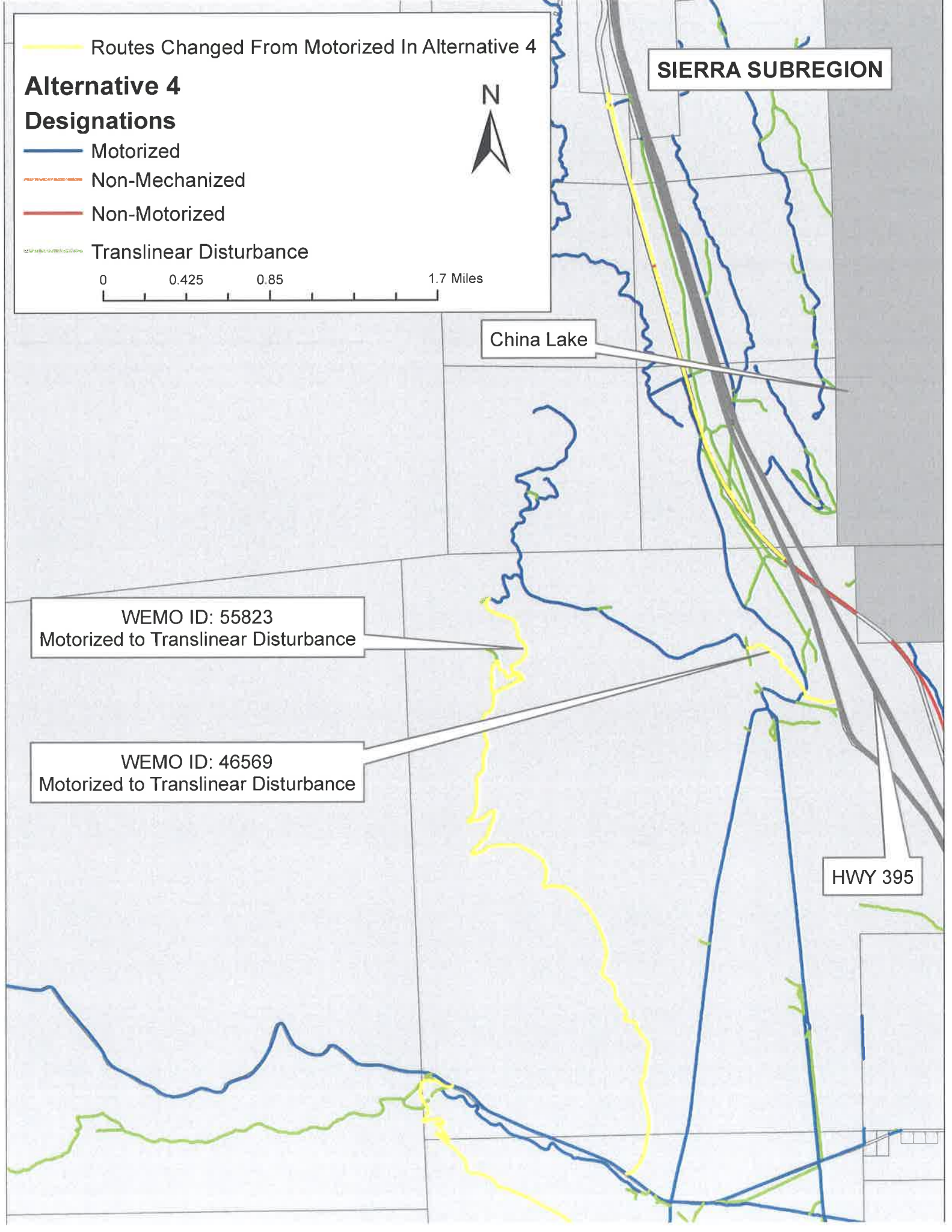
SIERRA SUBREGION

China Lake

WEMO ID: 55823  
Motorized to Translinear Disturbance

WEMO ID: 46569  
Motorized to Translinear Disturbance

HWY 395



DARWIN SUBREGION

HWY 190

China Lake

Routes Changed From Motorized In Alternative 4

**Alternative 4 Designations**

- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance

0 1.25 2.5 5 Miles

**DARWIN SUBREGION**

Routes Changed From Motorized In Alternative 4

**Alternative 4**

**Designations**

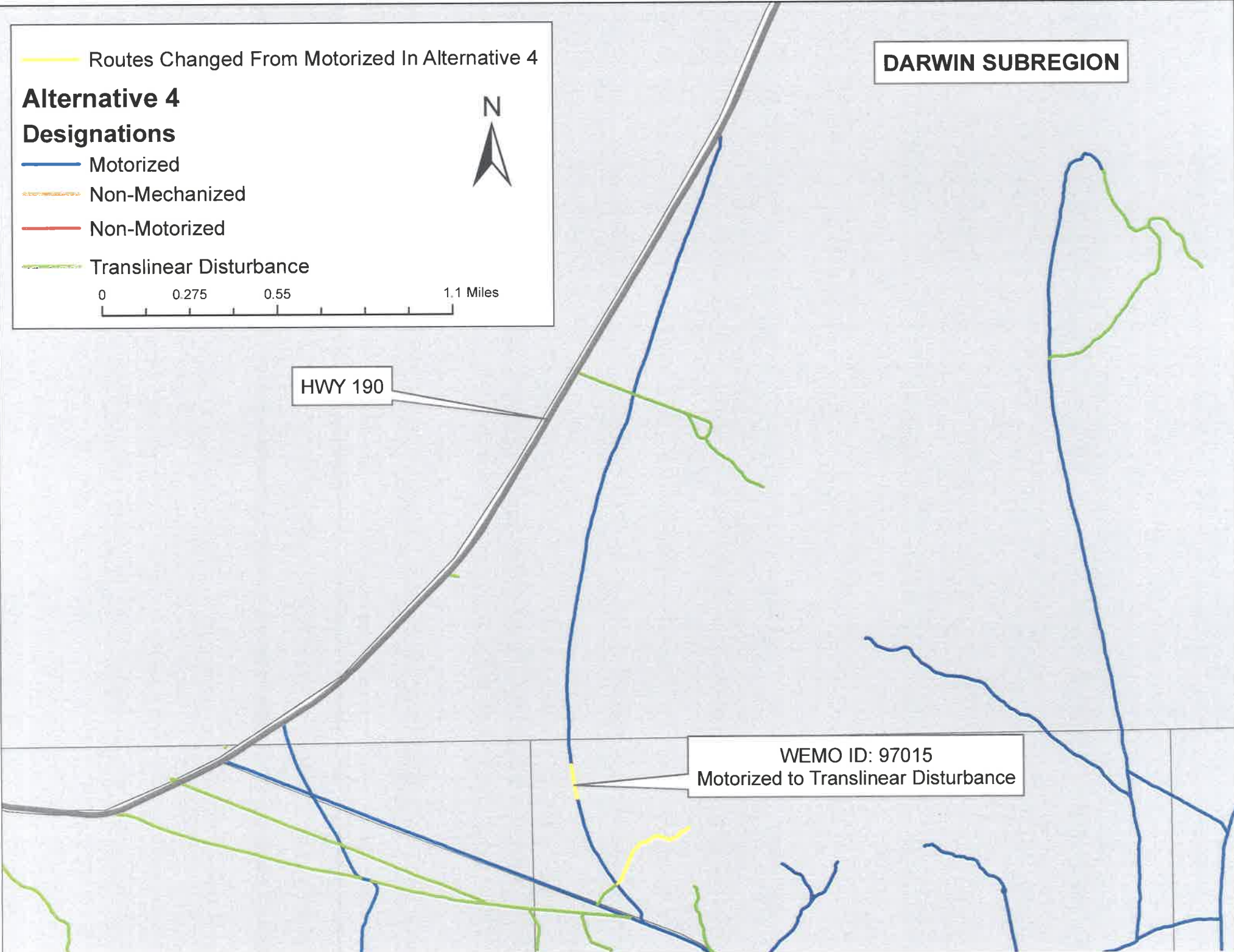
- Motorized
- Non-Mechanized
- Non-Motorized
- Translinear Disturbance



0 0.275 0.55 1.1 Miles

HWY 190

WEMO ID: 97015  
Motorized to Translinear Disturbance





**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: Board of Supervisors – Supervisor Mark Tillemans**  
**By: Darcy Ellis, Assistant Clerk of the Board**

**FOR THE BOARD MEETING OF: June 5, 2018**

**SUBJECT: Big Pine Cemetery District Board of Trustees Appointment**

**DEPARTMENTAL RECOMMENDATION:** Request Board appoint Leslie Stoner to a four-year term on the Big Pine Cemetery District Board of Trustees ending June 30, 2022. (*Notice of Vacancy resulted in request for appointment only from Ms. Stoner.*)

**SUMMARY DISCUSSION:** The Board of Supervisors is the appointing authority for the local cemetery districts. The Big Pine Cemetery District had a term that would be expiring on June 30. The District and incumbent were notified and appropriate notice of vacancy for the term was published per your Board's policy. A request for appointment was received from Ms. Leslie Stoner. Mr. Charles Hunnewell notified the Assistant Clerk of the Board that he would not be requesting re-appointment.

**ALTERNATIVES:** The Board could choose to not make the appointment from the current applicant pool. This alternative is not recommended in that delays in making the appointment could hinder the District's ability to operate.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no fiscal impact associated with making this appointment.

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

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

Date: 05-25-18

RECEIVED

2018 MAY 21 PM 1:32

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

P.O. Box 130

Big Pine, CA 93513

May 16, 2018

Dear Ms. Ellis and the Inyo County Board of Supervisors,

I will not be requesting reappointment to the Big Pine Cemetery District Board of Trustees.

Sincerely yours,



Charles Hunnewell

05/17/18 7:14 a.m.  
JL (email)

Hello,

My name is Leslie Stoner and I am a resident of Big Pine, CA. As part of the up-and-coming generation making its way into civic and local government participation and leadership, I'd like to begin giving back to the community that has given freely to myself and family throughout the years. I am a firm believer of living fully in the present, looking to and planning for the future, while remembering and honoring the past.

As a one time student of Mortuary Sciences and Psychology, I have always had an interest in the physical and psychological aspects of the interment and bereavement processes. In addition, I have living family members with pre-purchased plots in the Big Pine Cemetery located on Crocker Street – this is another reason why I would like to serve on the Board.

This letter is a formal request for appointment to serve on the Big Pine Cemetery District Board of Trustees for the four year term ending in June of 2022.

Thank you for your time and consideration. Please do not hesitate to contact me if you should have any questions.

Cell Phone: 760-876-0183 / Email: [LeslieStoner84@gmail.com](mailto:LeslieStoner84@gmail.com)

Sincerely,

Leslie Stoner  
60 Olivia Lane  
Big Pine, CA 93513

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the

The Inyo Register

## County of Inyo

*The Inyo Register* has been adjudged a  
newspaper of general circulation by the  
Superior Court of the County of Inyo,  
State of California, under date of  
Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

**APRIL 19**

In the year of **2018**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**19TH DAY OF APRIL 2018**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 MAY -3 PM 2: 17

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

**Proof of Publication of  
Public Notice**

### NOTICE OF VACANCY BIG PINE CEMETERY DISTRICT BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN that  
the Inyo County Board of Supervi-  
sors is accepting applications to fill  
a four-year term on the Big Pine  
Cemetery District Board of Direc-  
tors ending June 30, 2022.

If you are interested in serving on  
the Big Pine Cemetery District  
Board of Trustees, please submit  
your request for appointment to  
the Clerk of the Board of the Board  
of Supervisors at P.O. Drawer N,  
Independence, CA 93528 or del-  
l@s@inyocounty.us. In order for  
your request for appointment to be  
considered, it must be received on  
or before 5:00 p.m. Friday, May  
18, 2018.

(IR 4/19/18, #13307)



**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: Board of Supervisors – Supervisor Mark Tillemans**  
**By: Darcy Ellis, Assistant Clerk of the Board**

**FOR THE BOARD MEETING OF: June 5, 2018**

**SUBJECT: Independence Cemetery District Board of Trustees Appointment**

**DEPARTMENTAL RECOMMENDATION:** Request Board appoint Richard Baker to an unexpired term on the Independence Cemetery District Board of Trustees ending January 31, 2022. (*Notice of Vacancy resulted in request for appointment only from Mr. Baker.*)

**SUMMARY DISCUSSION:** The Board of Supervisors is the appointing authority for the local cemetery districts. On February 6, your Board re-appointed Mr. Richard Cromer to a four-year term on the Independence Cemetery District Board of Trustees. On March 20, Mr. Cromer regrettably notified the Assistant Clerk of the Board of his need to resign, effective immediately. Mr. Cromer was sent a letter of gratitude and Certificate of Appreciation for his many years of service, and appropriate notice of vacancy for the term was published, all per your Board's policy. No requests for appointment were received during the initial application period, which was extended 30 days. A request for appointment was ultimately received from Mr. Richard Baker.

**ALTERNATIVES:** The Board could choose to not make the appointment from the current applicant pool. This alternative is not recommended in that delays in making the appointment could hinder the District's ability to operate.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no fiscal impact associated with making this appointment.

**APPROVALS**

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

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

Date: 05-25-18



# INDEPENDENCE CEMETERY DISTRICT

P.O. Box 219, Independence, CA 93526

Phone (760) 878-1000

*Board of Trustees, Marilyn Bracken Frieda LaCues Rick Cromer*

March 20, 2018

Ms. Darcy Ellis  
Inyo County Board of Supervisors  
Independence, CA 93526

RECEIVED  
2018 MAR 21 AM 8:04  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

Dear Darcy,

It is with great sadness I enclose a letter of resignation from Rick Cromer. He will be greatly missed. Please begin the process for finding another Board Member.

Very truly yours,



Sandee Bilyeu  
Board Clerk

Enc: Letter from Mr. Rick Cromer

Richard L. Cromer  
345 N Washington St.  
Independence, CA 93526

RECEIVED  
2018 MAR 21 AM 8:04  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

Darcy Ellis  
Assistant Clerk of the Board of Supervisors  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

March 20, 2018

RE: Resignation from Independence Cemetery Board of Directors

Dear Ms. Ellis,

Due to circumstances beyond my control I hereby resign from the Independence Cemetery Board of Directors, effective immediately.

I have enjoyed serving the community.

Respectfully,

  
Richard L. Cromer

RECEIVED  
2018 APR 30 AM 6: 28  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

**Richard Baker**  
P.O. Box 352  
Independence, CA 93526

April 14, 2018

Inyo County Board of Supervisors  
P.O. Drawer N  
Independence, CA 93526

RE: *Appointment to Independence Cemetery District Board*

Dear Honorable Board,

I am requesting appointment to the Independence Cemetery District Board of Trustees. I am retired and living in Independence. I would like to offer my services for community involvement. Thank you for consideration of my request.

Sincerely,



Richard Baker

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
**The Inyo Register**

## County of Inyo

*The Inyo Register* has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

**MARCH 29**

In the year of **2018**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**29TH DAY OF MARCH 2018**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 APR -3 AM 8:56

INYO COUNTY  
ADMINISTRATOR  
Proof of Publication of  
**Public Notice**



# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF INYO

I am a citizen of the United States  
and a resident of the County aforesaid.  
I am over the age of eighteen years,  
And not a party to or interested in the  
above-entitled matter. I am the principal  
clerk of the printer of the  
The Inyo Register

## County of Inyo

*The Inyo Register* has been adjudged a  
newspaper of general circulation by the  
Superior Court of the County of Inyo,  
State of California, under date of  
Oct. 5, 1953, Case Number 5414;  
that the notice, of which the annexed  
is a printed copy (set in type not  
smaller than non-pareil), has been  
published in each regular and entire  
issue of said newspaper and not in  
any supplement thereof, on the  
following date, to with:

**APRIL 19**

In the year of **2018**

I certify (or declare) under penalty of perjury  
that the foregoing is true and correct.

Dated at Bishop, California, on this  
**19TH DAY OF APRIL 2018**

  
Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2018 MAY -3 PM 2:17

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

## Proof of Publication of Public Notice

### NOTICE OF VACANCY INDEPENDENCE CEMETERY DISTRICT BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN that  
the Inyo County Board of Supervi-  
sors has extended the application  
period for one (1) vacancy on the  
Independence Cemetery District  
Board of Trustees: an unexpired  
four-year term ending January 31,  
2022.

If you are interested in serving on  
the Independence Cemetery Dis-  
trict Board of Trustees, please  
submit your request for appoint-  
ment to the Clerk of the Board of  
the Board of Supervisors at P.O.  
Drawer N, Independence, CA  
93526 or [dells@inyocounty.us](mailto:dells@inyocounty.us). In  
order for your request for appoint-  
ment to be considered, it must be  
received on or before 5:00 p.m.  
Thursday, May 17, 2018.  
(IR 4/19/18, #13309)



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

For Clerks Use Only

AGENDA NUMBER

29

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

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Request to fill vacant Animal Control Officer

**DEPARTMENTAL RECOMMENDATION:**

Request the Board find that consistent with the adopted Authorized Review Policy;

- 1) The availability of funding for the requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the position, and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
- 3) Approve the open recruitment and hiring of (1) one Animal Control Officer I, (Range 56, \$3,292 - \$3,994).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

(1) One Animal Control Officer position has become vacant due to a resignation. Since there is no current list for Animal Control Officers, we will have to begin the process of recruiting and testing for the position. Once testing is completed, we are requesting to fill the vacancy. With this resignation, there are only two full time animal control officers for all of Inyo County. This position is critical to fill to continue providing services to county residents.

**ALTERNATIVES:**

Deny the filling of the (1) one Animal Control Officer, this is not recommended as Animal Services has a large area to cover and respond to calls. A continued vacancy will increase overtime and callout costs.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department  
Auditor-Controller

**FINANCING:**

The Animal Control Officer position is part of our authorized strength, and is included in the requested Animal Service's FY2017/2018 Budget 023900

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>5/14/2018</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>5/16/18</u>

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



Date: 5/22/18



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  30
---

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

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

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Authorization to hire one full time Administrative Secretary I/II in the HHS Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

1. Find that consistent with the adopted Authorized Position Review Policy:
  - a. the availability of funding for this requested Administrative Secretary I/II position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
  - b. where internal candidates meet the qualifications for the position, the vacancy may be filled through an internal recruitment, however, if an internal recruitment fails, authorize an external recruitment; and
  - c. approve the hiring of one full time Administrative Secretary I, Range 56 (\$3,227- \$3,916) or Administrative Secretary II, Range 60 (\$3,541- \$4,301), contingent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

We are requesting this position to fill a vacancy due to the promotion of our current Behavioral Health Administrative Secretary to the Office Technician III with Behavioral Health. The position being vacated continues to be essential to the functioning of the Behavioral Health division. The Administrative Secretary position provides direct administrative support to the HHS Deputy Director of Behavioral Health; monitors approximately 50 contracts annually for Behavioral Health; tracks and reports key information to the State agencies; assists staff with the problem-solving around use of the electronic health record and tracks services authorizations; assists with the initiation of requisitions and processing of timesheets; and performs many other important administrative tasks. We have explored combining the positions of the Office Technician III and the Administrative Secretary but have found that the skill set needed for the work, especially around extensive quality assurance work, requires the continuation of both positions at their current classification. We respectfully request to fill this position.

**ALTERNATIVES:**

The Board could choose to not to allow Behavioral Health to hire this vacant position. This would hamper the Behavioral Health Division in its' efforts to meet regulatory requirements with the State as well as to continue to operate in accordance with County procedures.

**OTHER AGENCY INVOLVEMENT:**



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

**FINANCING:**

State MHSA funds, Behavioral Health Realignment and Medi-Cal reimbursement. This position will be budgeted in



Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> N/A	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>5/14/2018</u>
<b>PERSONNEL DIRECTOR:</b> 	<b>PERSONNEL AND RELATED ITEMS</b> <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>5/14/18</u>

**DEPARTMENT HEAD SIGNATURE:** Maelyn Manabey Date: 5/16/18  
(Not to be signed until all approvals are received)



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

For Clerk's Use Only: AGENDA NUMBER  31
--

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

**FROM:** Health and Human Services Behavioral Health

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Contract between Inyo County HHS and Mono County, to Access Progress House

**DEPARTMENTAL RECOMMENDATION:** Request the Board ratify the contract between Mono County Behavioral Health and Inyo County HHS Behavioral Health for provision of services at Progress House for a Mono County client for the period from April 23, 2018 to December 31, 2018 at a rate of \$110 per day and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**



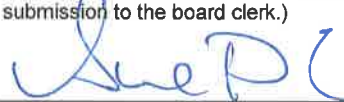
**SUMMARY DISCUSSION:** This contract is coming to you for ratification because Mono County has a need to place an individual prior to the contract being executed. The contract was initially written to provide services for residents of both Inyo and Mono Counties. Progress House, an Adult Residential facility, is partially funded by Mental Health Block Grant (MHBG) funds. Mono County has accessed the services provided by Progress House in the past for respite of persons with urgent psychiatric needs and has paid for these services via a warrant. At this time Mono County Behavioral Health has requested access to Progress House for a long-term need, up to six months. As the initial grant was based on a regional approach, Mono County is not able to provide these services within their County. The rate of payment for access to Progress House is based on the cost per bed day minus the amount per bed day covered by MHBG funds. This regional approach allows Mono to access this service as capacity allows. Mono County monitors the individual closely and provides staff support as well. A regional collaboration benefits both counties and allows us to explore ways to address capacity issues when we are able.

**ALTERNATIVES:** Your Board could refuse to enter this contract. This would result in an inability to receive funds for services provided to a Mono County behavioral health client during their stay at Progress House.

**OTHER AGENCY INVOLVEMENT:** Mono County Behavioral Health.

**FINANCING:** Progress House is funded by MHBG, MHSA and Realignment funds. Funds will be received in an amount not to exceed \$27,720.00 and will be used to offset costs. No County General funds.

**APPROVALS**

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/8/18</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>5/12/2018</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>5/10/18</u>

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



Date: 5/10/18



# MONO COUNTY CONTRACT ROUTING SLIP


SIX STEPS FOR OBTAINING APPROVALS AND FINALIZING YOUR CONTRACTS

ORIGINATING DEPARTMENT: Behavioral Health CONTACT PERSON: Shirley Martin

NAME OF CONTRACTOR/SUPPLIER: Inyo County Health & Human Services (Progress House)

AMOUNT OF CONTRACT: \$27,720.00  per year;  total (if different)

TYPE OF CONTRACT:  Goods  Services  Other (MOU, lease, license, etc.)

1	<b>Originating Department</b> a. Downloads contract template from County Contract Center ( <a href="http://mononet/twiki/bin/view/Main/ContractCenter">http://mononet/twiki/bin/view/Main/ContractCenter</a> ) and inserts relevant information; or requests County Counsel assistance in drafting unique contract; or receives proposed contract from outside source b. Delivers or emails contract (in Word format) to County Counsel	Date / Sign Off 4/17/18 
2	<b>County Counsel</b> a. Reviews contract for legal issues, approves as to form b. Signs contract and returns to originating department (or, at request of originating department and with copies of insurance certs & endorsements attached, forwards to Risk Management)	Date / Sign Off 4/18/2018 cm
3	<b>Risk Management</b> a. Originating department obtains required insurance certs & endorsements and provides, together with contract, to Risk Management b. Risk Manager reviews for liability, risk issues, and insurance c. Risk Manager signs contract and returns to originating department	Date / Sign Off 4/23/2018 JS
4	<b>Contractor / Supplier Approval</b> a. Originating department provides to contractor/supplier for approval b. Contractor/supplier approves and signs (two copies is preferred) c. C/S returns signed contracts to orig. dept. to obtain County approval	Date / Sign Off
5	<b>County Approval</b> a. Department heads may approve/sign contracts for purchases of goods (not services) up to \$10k (Director of Public Works has special rules) b. CAO may approve/sign contracts for goods or services up to \$67,348 c. Board of Supervisors approves/signs all others	Date / Sign Off
6	<b>Final Processing</b> a. Clerk (if Board approved) or Megg (if CAO approved) scans copy to Originating Department and provides original to Clerk. b. Originating Dept. uploads to Innoprise (expense contracts) or Laserfiche (revenue) and provides copy to Contractor/Supplier.	Date / Sign Off

**AGREEMENT BETWEEN MONO COUNTY AND INYO COUNTY  
HEALTH AND HUMAN SERVICES FOR THE PROVISION  
OF RESIDENTIAL SERVICES AT PROGRESS HOUSE**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the residential services of Inyo County's Progress House (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 Director of Behavioral Health, or an authorized representative thereof. 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. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the 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, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from April 23, 2018 to December 31, 2018, unless sooner terminated as provided below.

### 3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$27,720.00 (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 that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. 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. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall 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. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall 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.

#### **4. WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure 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**

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

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

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

#### **7. COUNTY PROPERTY**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the 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, that 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, videotapes, 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 that 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 Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the



contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## 10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. 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 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 employees of County.

## 11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, 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, 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 that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

## 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, micrographs, 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, that 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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. TERMINATION

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

without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

#### **15. ASSIGNMENT**

This is an agreement for the personal 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 the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

#### **16. DEFAULT**

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the 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 a 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 23 below.

#### **18. CONFIDENTIALITY**

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

#### **19. CONFLICTS**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

#### **20. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that 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 (2) 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 the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

## **23. AMENDMENT**

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

## **24. NOTICE**

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term 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 or email (if included below) to the respective parties as follows:

County of Mono:

Mono County Behavioral Health Department  
Robin K. Roberts, Director  
P.O. Box 2619  
Mammoth Lakes, CA 93546

Contractor:

Inyo County Health & Human Services, Progress House  
Gail Zwier, Director  
536 North 2<sup>nd</sup> Street  
Bishop, CA 93514

**25. ENTIRE AGREEMENT**

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

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

COUNTY OF MONO

CONTRACTOR

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


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

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

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


Taxpayer's Identification or Social Security Number: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_

County Counsel

APPROVED BY RISK MANAGEMENT:

  
\_\_\_\_\_

Risk Manager

## ATTACHMENT A

### AGREEMENT BETWEEN MONO COUNTY AND INYO COUNTY HEALTH AND HUMAN SERVICES FOR THE PROVISION OF RESIDENTIAL SERVICES AT PROGRESS HOUSE

#### TERM:

**FROM: April 23, 2018      TO: December 31, 2018**

#### SCOPE OF WORK:

Contractor shall provide services to the County pursuant to and in accordance with the below description of the Progress House facility:

Progress House offers a comprehensive individualized habilitation and transition program for residents who have severe mental illness.

It is a 24-hour adult residential treatment (ART) facility licensed for twelve adults. The target population is made up of persons who either have been diagnosed with a severe mental illness or are persons who are experiencing a psychiatric or mental health crisis. The program provides alternative residential care and support for persons with mental illness who might otherwise be institutionalized or forced into the ranks of the homeless. As it is the only residential care facility for adults with severe mental illness, the people who take part in the Progressive Living Program would otherwise have to live outside the County to receive this level of care and services.

Support services are also provided at Progress House and include such things as assistance with access to affordable health care and housing, development of employment skills or encouragement to participate in meaningful volunteer activities; and skills of daily living. Behavioral Health, Social Services and Social Security Administration cooperate to financially stabilize the living situations of these individuals.

In addition to the long-term care, Progressive Living Program is able to offer a 24-hour care alternative for persons in urgent psychiatric crisis. These individuals benefit from respite in a safe, monitored environment. Persons are able to receive this respite care within their community and thus avoid hospitalization in a facility that is at least 250 miles away.

**ATTACHMENT B**

**AGREEMENT BETWEEN MONO COUNTY AND INYO COUNTY  
HEALTH AND HUMAN SERVICES FOR THE PROVISION  
OF RESIDENTIAL SERVICES AT PROGRESS HOUSE**

**TERM:**

**FROM: April 23, 2018      TO: December 31, 2018**

**SCHEDULE OF FEES:**

- For services provided pursuant to this Agreement, County shall reimburse Contractor at the daily rate of \$110.00 but in no event shall the total sum of all payments made by the County to Contractor for services and work performed under this Agreement exceed \$27,720.00.



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  32
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Nathan D. Reade, Agricultural Commissioner/Director of Weights and Measures

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Cannabis Delivery Licenses

**DEPARTMENTAL RECOMMENDATION:**

Request Board provide direction regarding potential issuance of commercial cannabis "delivery only" licenses that are not subject to our land use authority.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This item is before your Board to consider how the County intends to address the potential for "delivery only" commercial cannabis business operations within our unincorporated areas.

As you are aware, Inyo County Code Section 5.40.040, states that "it is unlawful for any person to maintain, conduct, operate, or carry on within the unincorporated area of the county any commercial cannabis business, unless such person is issued a commercial cannabis business license pursuant to this chapter for such business..." Section 5.40.020 defines "commercial cannabis business" as "any business activity relating to cannabis, including, but not limited to, cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, and selling (wholesale and/or retail sales) of cannabis and any ancillary products and accessories in the unincorporated area of the county, whether or not carried on for gain or profit."

Your Board previously authorized a limited number of licenses for commercial cannabis, including "Classification 10 Retailer" licenses. This license type allows for retail, delivery, or a combination of the two within the context of our overall regulatory system. Our regulations contemplate a dual requirement for a business license and land use authorization. Since a "delivery only" licenses can potentially be issued to a business that does not maintain an authorized physical location within the County, that license type does not squarely fit within our regulatory system. The State of California also distinguishes between these two types of licenses by categorizing them as Type 9-Non-Storefront Retailer and Type 10-Retailer licenses. Both licenses require a physical location, the difference being whether that Type 9 locations are not open to the public for retail sales.

Although the County does not currently provide for issuance of "delivery only" licenses, section 5.40.070(B) allows for the possibility of issuing such licenses. With that in mind, staff requests Board direction on how to proceed. Possible approaches include, but are not limited to:

1. Maintaining the current licensing structure, which would effectively ban delivery businesses that do not have an authorized physical location within the unincorporated areas of the County;
2. Effectively de-regulating deliveries from out of County by issuing licenses to all applicants for "delivery only" licenses;



3. Allowing for "delivery only" licenses only when other retail licenses currently allocated for remain available after a competitive process concludes;

As mentioned, there are other possible approaches, but all options come with considerations of potential impact to our communities and existing/future cannabis businesses, as well as practical considerations for code enforcement. We also note that there is pending legislation at the State level that would prevent local agencies from banning deliveries.


**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

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

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

 For Nathan Reade Date: 5/25/18

Barclays Official California Code of Regulations Currentness  
Title 16. Professional and Vocational Regulations  
Division 42. Bureau of Cannabis Control  
Chapter 3. Retailers

16 CCR § 5414

§ 5414. Type 9-Non-Storefront Retailer.

(a) A Type 9-Non-Storefront Retailer licensee shall be authorized to conduct retail cannabis sales exclusively by delivery as defined in Business and Professions Code section 26001(p).

(b) A complete application for a Type 9-Non-Storefront Retailer license shall include all the information required in an application for a Type 10-Retailer license.

(c) A Type 9-Non-Storefront Retailer licensee shall comply with all the requirements applicable to Type 10-Retailer licensees, except for those provisions related to public access to the premises.

(d) The licensed premises of a Type 9-Non-Storefront Retailer licensee shall be closed to the public.

Note: Authority cited: Section 26013, Business and Professions Code. Reference: Sections 26012 and 26070, Business and Professions Code.

**HISTORY**

1. New section filed 12-7-2017 as a deemed emergency pursuant to Business and Professions Code section 26013(b)(3); operative 12-7-2017 (Register 2017, No. 49). A Certificate of Compliance must be transmitted to OAL by 6-5-2018 or emergency language will be repealed by operation of law on the following day.

This database is current through 5/11/18 Register 2018, No. 19

16 CCR § 5414, 16 CA ADC § 5414



**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: 1:30 pm   
  Closed Session   
  Informational

**FROM:** Health and Human Services Director and Chief Probation Officer

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Update on Juvenile Services

**DEPARTMENTAL RECOMMENDATION:** Request Board to receive an update on the juvenile services provided by the Probation Department and an update on collaborative projects with Health and Human Services/ CCR.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** As a follow-up to the transition from a full service juvenile hall to a special purpose juvenile hall and the creation of an out-of-custody court school, the Probation Department will provide the Board an update of services provided to youth, information on the weekend commit program, out-of-county detentions, and the Keith Bright School. In addition we will provide your Board with an update on the projects that Health and Human Services and Probation have been working on together including the FIRST program and CCR implementation.

**ALTERNATIVES:** Board could delay or deny this presentation with no impact on services.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** There is no financing involved in this request.

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

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

Date: 5/29/18

## **Inyo County Juvenile Services Update to the Inyo County Board of Supervisors – June 5, 2018**

### **HHS and Probation Working Together:**

Juvenile Services Redesign/Continuum of Care Reform implementation – probation and HHS continue to meet on a regular basis to discuss and coordinate ways in which staff and resources can be used the most effectively to provide services to area youth. HHS and Probation work together to provide new Resource Families (foster parents) the training and education needed to become licensed. Both departments continue to train together.

Both HHS and probation work with families through the Child and Family and Team meetings. Families, Probation, HHS, CASA, ICWA, Education all work together in an effort to keep youth out of placement and/or return youth to their community in a timely manner. Working together, probation was able successfully reunite a youth with their parent after getting treatment in a short term residential treatment program and transitioning to a foster home placement.

HHS prevention provides different programs that probation staff have been able to participate and help support such as: summer hiking trips and outdoor first aid training. HHS prevention and probation staff continue to work together in order to offer more to youth this summer.

Probation continues to work with the FIRST program with mutual cases in an effort to keep the youth from out-of-home placement.

HHS and Probation have been working together to develop an Area Resource Center within the proposed consolidated County office building where space originally assigned separately between the agencies can be shared such as group rooms for providing direct services, drug testing facilities, and training space.

HHS, Probation, School Superintendents, Sheriff, and the Police Department continue to meet on a regular basis to discuss ways to provide effective services to at-risk youth. These meetings have proven to be very beneficial in keeping the channels of communication open.

## Probation Services

Since the transition from a full service juvenile facility to a special purpose facility, the Probation Department has had several staff leave for various reasons, including some retirements. There are currently 5 vacancies in our authorized strength. We have been recruiting for replacements for the past 6 – 8 months including participating in the most recent job fair. We have all options available such A-Par, B-Par, and full-time positions. With the recent hiring of a Rehabilitation Specialist, there are 5 full time staff providing services to the area youth.

Keith Bright School has seen an increase in enrollment. Probation Officers have been working with the District Attorney and the Court to develop a 601 program that gives the Court the ability to order youth to attend Keith Bright.

Prior to the Juvenile Services Transition, it was not uncommon to see youth placed in secure detention due to violations of probation involving school behaviors. Now the Rehabilitation Specialists are able to provide services and support to help at-risk youth get their education in a non-secure, more “school like” environment.

With the creation of the 601 program, Keith Bright School is now able to provide education and services to a larger population of youth.

Number enrolled: 5 with 1 in-custody out-of-county

Rehabilitation Specialists have provided both in-school activities and after-school activities for youth.

In-School Activities consist of boys and girls groups:  
Drug and alcohol prevention education  
Journaling  
Bullying prevention  
Power source

The in-school activities are reserved for the early intervention program with support from school administration. There are Rehabilitation Specialists providing service to Big Pine and Lone Pine Schools (including Lo-Inyo) 2 times each week on Tuesdays and Thursdays. The school administrators provide all of the referrals for the early intervention program. In addition, Rehabilitation Specialists provide services to Keith Bright, Jill Kinmont Boothe School, and Bishop Union High School. Youth are referred by the school administration except for the self-referral program at BUHS and LPHS.

Since July of 2017, the Probation Department, in cooperation with the local school districts and the Superintendent of Schools, has been able to provide services and programs to approximately 50 youth each month throughout Inyo County.

January – April 2018 (individual youth 2 times each month)

	JOURNALING	ALTERNATIVES (drug & alcohol)	VOICES GIRLS GROUP	POWER SOURCE	DROP-INS	TOTAL
BUHS		3			4	7
JKBS	2	1	3	5	3	14
BPHS	2		2		2	6
LPHS		10		0	6	16
LO-INYO	7		3			10

As a point of comparison, there were 47 total bookings at the Juvenile Center during the last 12 months of operation as a full-service facility. The average daily population for that same period was 4 youth.

Since implementing the juvenile services redesign the Probation Department has reached more at-risk youth in a month than an entire year in secure detention at the Juvenile Center.

In the past 10 months, the Probation Department was able to collaborate with other partner agencies to provide several pro-social after school programs that were offered to all area youth. These activities include:

	Cooking	Bike Prog.	Garden	Fitness
Bishop	20	5	18	29 total
Big Pine				
Lone Pine		5		

Cooking program – average of 4-5 youth attended 4 different sessions

Bike program – 2 sessions in Lone Pine and 2 sessions in Bishop where 10 area youth were served in addition to probation youth.

Garden plots – Jill Kinmont Boothe School and Bishop Community Garden where 18 youth were served.

Fitness Program – in cooperation with the Inyo County Superintendent of Schools where 29 youth served last summer.

Probation in cooperation with Lone Pine area schools provides after school programs to Lone Pine youth including both cognitive type programs as well as education/recreational type programs. The after-school program was developed so that youth under the jurisdiction of the court and any youth referred by school administration as a means of diversion, did not have their classroom time disrupted. LPHS added the probation after school program to their student handbook as an alternative to suspension and/or detention. The numbers of students attending was small during the first part of the year, but as school administration became more familiar with the program and the staff who provided the services, the number of referrals grew. From January 2018 to April 2018, the after-school program in Lone Pine averaged approximately 10 youth weekly.

After-school cognitive type programs are offered to probation youth in Big Pine and Bishop. Last year Big Pine High School did not take advantage of our after-school offer, however the Probation Department did provide in-school services.

There are approximately 11 youth on probation who are directed to participate in an after-school program each month.

#### **Current MOA for Out-of-County Beds**

Eldorado County	Kern County
Nevada County	Tulare County
Tuloumne County	

The majority of our youth have been detained in El Dorado County. There have been some exceptions due to weather.

#### **Out-of-County Detentions from July 1, 2017 – April 30, 2018**

The Probation Department's mission includes the protection of the community and holding those who commit crimes accountable.

Since reclassifying the Juvenile Center to a special purpose facility, the probation department has been able to protect the community by detaining youth who needed to be detained. Detention of youth is no longer about convenience, rather it is based on risk and the protection of community.

In the past 10 months, there have been several instances where detaining a youth was necessary for either the protection of the public or for the protection of the youth. The following are the numbers of youth detained since July 1, 2017 until April 30, 2018.

Number of youth detained: 15  
Number of youth detained more than 1 time: 5  
Average number of bookings: 26  
Average number of days detained: 23  
Longest detention: 78 days  
Shortest detention: 2 days  
Total days: 600  
Male: 10  
Female: 5  
Booking reasons:  
    Warrant: 9  
    Felony new crime: 4  
    Misdemeanor: 5  
        Resist officer/Ward  
        Battery on officer  
        Fake gun/new  
        No parent available/new  
        Stolen property/Ward  
    VOP/new charge: 2  
    VOP: 4

It should be noted that many of the violations of probation that resulted in secure out-of-county detention were the result of drug and/or alcohol use. Secure detention is only used when other alternatives have been utilized to help the youth stop using drugs and/or alcohol such as increased drug testing, referral to electronic supervision, referral to substance abuse counseling, increased contact with probation, and commitment to the weekend commit program.

### **Weekend Commit Program**

Since developing the weekend commit program, Officers and the Courts are beginning to use it more often.

While the program has been available since the transition, it was difficult to get the timing of the court and the scheduling of staff on the same page. Since adjusting the program to the first 2 weekends of the month, this problem has been solved and the program has been used on a more consistent basis. There has been an average of 2 youth detained each weekend. Since December of 2017, there has been youth in the weekend commit program each weekend the Juvenile Center is scheduled to be open.



Number of youth ordered to the program: 4

Minimum Number of weekends served: 2

Maximum Number of weekends served: 6

While at the Juvenile Center youth are provided with cognitive behavioral programs such as journaling and aggression replacement training (ART). In addition, the staff try to get the youth out of the facility for pro-social/educational programs throughout the county. Some of these outside activities include:

- Juvenile Center clean-up
- Day trip to Diaz Lake for clean-up for community work service (CWS)
- Manzanar Museum
- Mt. Whitney Fish Hatchery
- Lone Pine Garden (new)
- Bishop Garden
- VFW Lone Pine (CWS)
- Lone Pine Film Museum (CWS)
- Southern Inyo Thrift Store
- Lone Pine FFA Farm – where the youth helped clean stalls, make repairs, and learn about raising animals.

## **Looking Forward**

Continue school based services until the end of school year.

Provide services to Palisades Glacier High School

Work with HHS prevention to provide more service to youth during the summer months.

Continue on-going meeting with HHS managers and Probation managers to find ways to use NGF to provide similar services to at-risk youth who are not currently on probation.

Continue to monitor weekend commit program for effectiveness and need

Develop non-secure weekend day program.

Develop effective/safe alternatives to detention including the expansion of the electronic monitoring program for youth.

Add more data elements to the outcome measures.

## **Recommendations**

When it was decided to no longer operate a full service, 24/7 juvenile detention facility, your Board made it clear that the goal of the juvenile services redesign was to utilize existing resources to reach more youth throughout Inyo County. The Board directed the Probation Department to shift the resources that were being used for a very small population of youth in detention to the many youth within the schools and the communities who could benefit from the programs and services offered by probation.

In the past 10 months, Probation has worked with local school districts, community partners, and Health and Human Services to develop and implement many successful programs and services that has provided benefit to youth throughout Inyo County.

Changing the Juvenile Center from a full-service detention facility to a special purpose facility has allowed the talented staff of the probation department to focus more on youth and families within their communities rather than providing corrections for a few youth who are detained.

It is recommended that the Probation Department continue to operate the Juvenile Detention Center as a special purpose facility and that the weekend commitment program continue to be explored as an alternative program for youth who would benefit from weekend structure. This program will continue to be monitored for use and effectiveness. Adjustments to the program will continue to be made to increase the efficient use of staff time including the exploration of a non-secure weekend day program.

It is recommended that the Probation Department continue its partnership with neighboring counties to provide secure detention to youth when needed, to provide safer communities and accountability for youthful offenders.

It is further recommended that the Probation Department continue to support the Keith Bright court school and to maintain the youth early intervention program as well as the after-school programs throughout Inyo County. The ability to use Rehabilitation Specialists to provide these services and programs has been found to be an effective way to use existing resources to reach more youth with more services and programs.



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

For Clerk's Use Only:  
AGENDA NUMBER

34

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 5, 2018

**SUBJECT:** Board of Supervisors Representation on RFP Evaluation Committee

**DEPARTMENTAL RECOMMENDATION:**

Request your Board consider assigning two members of the Board of Supervisors to participate on an evaluation committee on June 14<sup>th</sup> to review responses to a Request For Proposals.

**SUMMARY DISCUSSION:**

The County has issued a Request For Proposal for Federal Advocacy Services. To provide the opportunity for your Board to consider contracting with a consultant prior to the end of the County's fiscal year on June 30, 2018, the deadline for receipt of proposals is 5 p.m. June 11, 2018. An evaluation committee will meet on Thursday, June 14<sup>th</sup> to evaluate and rank all submitted proposals. Since, if your Board ultimately elects to proceed with engaging an advocate to assist the County, primarily, in obtaining federal funding and grants for a myriad of public works and economic development projects, the consultant will be working closely with your Board to develop and pursue funding and legislative priorities and it therefore seems appropriate to ask your Board to participate in the selection process. If your Board agrees, copies of the proposals presented will be copied and provided to your Board's representatives on June 12<sup>th</sup> for review prior to the June 14<sup>th</sup> evaluation committee meeting.

**ALTERNATIVES:**

Your Board could choose not to assign two members to participate on the evaluation committee and staff – the County Administrator, County Counsel, and Public Works Director – will proceed with the selection process for the purposes of making a recommendation for consideration by your Board later in the month.

**OTHER AGENCY INVOLVEMENT:**

If engaged, the federal services advocate will engage federal agency officials and staff, and the County's congressional delegation, to obtain funding for priority projects identified by your Board.

**FINANCING:**

There is no cost associated with assigning two Supervisors to serve on the evaluation committee. If your Board later decides to proceed with a contract, funding has been and will need to be provided in future County budgets.

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

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



Date: 05-28-2018



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
35

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING:** June 5, 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: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	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: 05-25-18



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
36

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING:** June 5, 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: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	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: 05-25-18



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

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

37

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF:** June 5, 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: <b>N/A</b>	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: <b>N/A</b>	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: <b>N/A</b>	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: 05-25-18



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

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

38

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING:** June 5, 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:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	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: 05-25-18





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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 39

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF:** June 5, 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

<b><u>APPROVALS</u></b>	
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: 05-25-18



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 40

- 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 5, 2018

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meetings of April 10, 2018, April 17, 2018, April 24, 2018, May 8, 2018 and May 15, 2018, and the special Board of Supervisors meetings of May 1, 2018 and May 30, 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](http://www.inyocounty.us).

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	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: **05-31-18**

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

469 South Main Street  
Bishop, CA 93514  
(760) 872-5150  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



May 4, 2018

File No.: 825.12965.12768

RECEIVED  
2018 MAY 14 PM 12:57  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

Inyo County Board of Supervisors  
P O Drawer N  
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

J. DOMINGUEZ, Captain  
Commander  
Bishop Area

Enclosure

cc: County Roads



*PRELIMINARY REPORT*

**HAZARDOUS MATERIALS INCIDENT REPORT**

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER <b>18-2902</b>	COLLISION REPORT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES	NO. EXPOSED/DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY	
AGENCY PERSONNEL	0	0	0	Unincorporated	Independence	<input checked="" type="checkbox"/> NONE	
OTHERS	0	1	0	County <b>Inyo</b>	NCIC <b>9825</b>	HAZMAT PLACARDS DISPLAYED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
INCIDENT DATE (MM/DD/YYYY) <b>05/04/2018</b>	INCIDENT TIME 0514	HOURS	TIME CALTRANS/COUNTY ROADS NOTIFIED 0700	HOURS	TIME O.E.S. NOTIFIED 0700	HOURS	STATE HIGHWAY RELATED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

INCIDENT OCCURRED ON **SR-127**

AT INTERSECTION WITH **SR-190**  
 OR North of

MILEPOST INFORMATION  
0.20 miles North of 43.5

GPS COORDINATES  
LATITUDE \_\_\_\_\_ LONGITUDE \_\_\_\_\_

NAME (FIRST, MIDDLE, LAST) <b>Valente, Martinez</b>	DRIVER'S LICENSE NUMBER <b>N3625541</b>	STATE <b>CA</b>	VEH. YEAR <b>2002</b>	MAKE <b>FRHT</b>	LICENSE NUMBER <b>VP95067</b>	STATE <b>CA</b>
STREET ADDRESS <b>18700 Wright Court</b>	VEH. YEAR <b>2001</b>	MAKE <b>BEAL</b>	LICENSE NUMBER <b>04877PT</b>	STATE <b>NV</b>		
CITY/STATE/ZIP CODE <b>Tehachapi, CA. 93561</b>	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		

HOME PHONE <b>Unknown</b>	BUSINESS PHONE <b>(702) 368-5655</b>	CARRIER NAME <b>HR Services, LLC</b>
------------------------------	---	---

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

<input checked="" type="checkbox"/> On-site fire services	<input type="checkbox"/> Chemtrec	REGISTERED OWNER <input type="checkbox"/> SAME AS DRIVER <b>Val Mart Transport, INC</b>
<input checked="" type="checkbox"/> Private info source	<input type="checkbox"/> Poison Control Center	OWNER'S ADDRESS <input checked="" type="checkbox"/> SAME AS DRIVER
<input type="checkbox"/> Off-site fire services	<input type="checkbox"/> Safety Data Sheet	VEHICLE IDENTIFICATION NUMBER <b>1FUJACG02LK26823</b>
<input type="checkbox"/> On-site non-fire services	<input checked="" type="checkbox"/> Placards/Signs	VEHICLE TYPE <b>75 28</b>
<input type="checkbox"/> Off-site non-fire services	<input checked="" type="checkbox"/> Shipping papers	CA NUMBER
<input type="checkbox"/> Computer software	<input checked="" type="checkbox"/> Emergency Response Guidebook	DOT NUMBER <b>2439172</b>
<input type="checkbox"/> Chemist	<input type="checkbox"/> No reference material used	
<input type="checkbox"/> Other		

CHEMICAL/TRADE NAME <b>Gasoline</b>	UN NUMBER <b>1203</b>	DOT HAZARD CLASS <b>3</b>	QUANTITY RELEASED (LBS., GAL., ETC.) <b>1700-1800 gallons</b>	EXTENT OF RELEASE <b>Outside vehicle</b>	PHYSICAL STATE STORED <b>Liquid</b>	PHYSICAL STATE RELEASED <b>Liquid</b>
--	--------------------------	------------------------------	--	---	--	--

CONTAINER TYPE <b>Cargo tank</b>	CONTAINER CAPACITY (LBS., GAL., ETC.) <b>7200 gallons</b>	CONTAINER MATERIAL <b>Aluminum/Aluminum alloys</b>	LEVEL OF CONTAINER <b>Above ground</b>
-------------------------------------	--	---	---

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER

PROPERTY USE <b>State Highway</b>	SURROUNDING AREA <b>Open land</b>	PROPERTY MANAGEMENT <b>State</b>
--------------------------------------	--------------------------------------	-------------------------------------

RELEASE FACTORS <b>Collision/Overturn</b>	EQUIPMENT TYPE INVOLVED <b>Hazmat transfer equipment</b>	HAZMAT CONFIRMED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---	---

CITATION ISSUED OR COMPLAINT TO BE FILED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not determined	PRIMARY CAUSE OF INCIDENT <input checked="" type="checkbox"/> Violation 22107	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--	---

<input type="checkbox"/> Other Code violation	<input type="checkbox"/> Other cause	DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER
---	--------------------------------------	---

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

<input checked="" type="checkbox"/> Sequence of events	<input type="checkbox"/> Evacuation details	<input checked="" type="checkbox"/> Cleanup actions	<input checked="" type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
<input checked="" type="checkbox"/> Road closures	<input type="checkbox"/> Environmental impact	<input checked="" type="checkbox"/> Actions of other agencies	

COMPLETE THE FOLLOWING

Incident Action Plan  Site Safety Plan  Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE	BY WHOM (NAME, TITLE AND AGENCY)
HOURS	

PREPARER'S NAME, RANK, AND ID NUMBER <b>Browning, Sergeant, 12768</b>	DATE <b>05/05/2018</b>	REVIEWER'S NAME, RANK, AND ID NUMBER <b>PRELIMINARY REPORT ONLY</b>	DATE
--	---------------------------	--	------

# INSTRUCTIONS FOR CHP 407E, HAZARDOUS MATERIALS INCIDENT REPORT

## EXTENT OF RELEASE

Inside vehicle  
Outside vehicle  
No release  
Other (*explain in Comments*)  
Undetermined

## PHYSICAL STATE STORED/RELEASED

Solid  
Liquid  
Gas

## CONTAINER TYPE

Vehicular fuel tank  
Drum  
Cylinder  
Can/Bottle  
Jerrican/Carboy  
Box/Carton  
Bag  
Intermediate Bulk Container (*IBC*)  
Cargo tank  
Storage tank  
Pipe  
Machinery/Process equipment  
Sump/Pit  
Pond/Surface impoundment  
Well  
No container  
Other (*explain in Comments*)  
Undetermined

## CONTAINER MATERIAL

Iron/Iron alloys  
Aluminum/Aluminum alloys  
Copper/Copper alloys  
Plastic, rigid (*includes fiberglass*)  
Plastic, flexible  
Wood/Paper/Cellulose products  
Glass  
Other (*explain in Comments*)  
Undetermined

## LEVEL OF CONTAINER

Ground level  
Above ground  
Below ground

## WEATHER

Clear  
Rain  
Snow  
Unknown  
Hail  
Electrical storm  
Fog  
High wind  
Other (*explain in Comments*)

## PROPERTY USE AND SURROUNDING AREA

State highway  
Freeway  
County/City road  
Private road  
Rest stop/Vista point  
Scale/Inspection facility  
State facility  
Open land  
Vacant lot  
Open sea  
Harbor/Port  
Lake/Pond/River  
School  
Hospital  
Residential  
Business district  
Industrial district  
Agricultural  
Manufacturing  
Chemical manufacturing  
Petroleum refinery  
Storage  
Railroad  
Power plant/Substation  
Other (*explain in Comments*)

## PROPERTY MANAGEMENT

Federal  
State  
County  
City  
Tribal  
Private  
Unknown

## RELEASE FACTORS

Collision/Overturn  
Intentional act  
Suspicious act  
Failure to control hazmat  
Abandoned  
Misuse of hazmat  
Mechanical failure  
Design/Construction/Installation deficiency  
Operational deficiency  
Natural condition  
Fire/Explosion  
No release  
Other (*explain in Comments*)  
Undetermined

## EQUIPMENT TYPE INVOLVED

Vehicle fuel system  
Heating systems  
Air condition/Refrigeration unit  
Chemical processing equipment  
Waste recovery equipment  
Hazmat transfer equipment  
Pipeline  
No equipment involved  
Other (*explain in Comments*)  
Undetermined