



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

For Clerk's Use Only:  
AGENDA NUMBER

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** June 19, 2012

**SUBJECT:** Inyo National Forest Plan Update/Revision

**RECOMMENDATION:** (A) Engage staff in a discussion of the impending Inyo National Forest Plan Update/Revision, concur with the draft preliminary County priorities for the Update/Revision effort, and authorize the Chair to sign correspondence detailing the priorities, and; (B) Approve the sole-source Contract between the County of Inyo and Willdan Engineering for the provision of Planning Services in the amount not to exceed \$50,000 for the period of July 1, 2012 through June 30, 2014, and authorize the Chair to sign, contingent upon obtaining the appropriate signatures and adoption of future budgets.

**SUMMARY DISCUSSION:** At its regular April 17, 2012 meeting, the Board conducted a workshop for the Inyo National Forest Plan Update/Revision.<sup>1</sup> As part of its discussion, the Board considered draft County priorities for the process, and directed staff to present the priorities to the Natural Resource Advisory Committee (NRAC) and to then return with draft correspondence to the Forest Service for the Board's consideration. The NRAC considered the draft priorities on May 23, 2012 and unanimously recommended support. The attached correspondence has been drafted for the Board's consideration. Several minor changes to the previously presented priorities and those recommended by NRAC are proposed, including clarification of access for mining and sustainable uses.

The Plan Update/Revision will be a substantial undertaking involving many divergent viewpoints. Planning Department staff plans to lead an interdisciplinary team with the assistance of the Administrator and County Counsel. Staff expects to meet regularly with Forest Service staff and involve the Board in coordination.

As the planning process is expected to significantly strain the County's resources, staff recommends that professional services be procured to assist. Mr. Doug Wilson with Willdan has participated to a great extent previously with Forest Service planning and the Death Valley Backcountry and Wilderness Plan. This previous expertise is unique, and a substantial investment at the expense of the County would be necessary for another contractor to obtain this experience through the Update/Revision process. Due to Mr. Wilson's unique experience, staff recommends that Willdan be retained to assist the County with its participation through a sole-source contract.

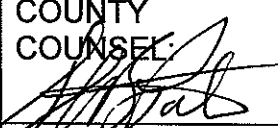
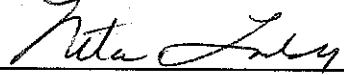
Willdan has prepared a scope of work, which has been incorporated into the attached contract to assist in the Update/Revision effort. Specific Willdan staff with expertise in planning, economics, and biology have been identified to assist Mr. Wilson, who will lead the Willdan team. If additional resources are needed, Willdan can procure them in-house or by subcontract.

<sup>1</sup> Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information regarding the Inyo National Forest Plan Update/Revision.

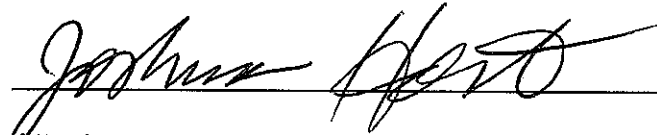
**ALTERNATIVES:** The Board could direct changes to the priorities and/or correspondence, or not submit correspondence or identify priorities at this time. In regards to the contract, the Board could direct staff to issue a Request for Proposals; given Willdan's unique experience, this is not recommended. The Board could direct staff to manage the County's involvement in-house; due to the importance of this project to the County, the technical expertise necessary, and staff's workload, this is not recommended.

**OTHER AGENCY INVOLVEMENT:** Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

**FINANCING:** General fund resources will be utilized for staff participation and other County expenses. Adequate funds are available in the Planning Department's Fiscal Year 2012-2013 Preliminary Budget (023800) in Object Code 5265 (Professional Services) to compensate Willdan for the expected workload through budget approval in October. Funding for the remainder of the year will be evaluated through the budget approval process.

<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.) <i>yes 6/11/2012</i>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>yes 6/12/12</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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



Date: 6/12/12

Attachments:

1. Draft Correspondence
2. Contract

June 19, 2012

Ed Armenta, Supervisor  
Inyo National Forest  
351 Pacu Lane, Suite 200  
Bishop, CA 93514

**Re: Inyo National Forest Plan Update/Revision**

Dear Supervisor Armenta:

On behalf of the Inyo County Board of Supervisors, thank you for attending our workshop on April 17 to discuss the impending Inyo National Forest Plan Update/Revision. Below, based on our discussion and with the input of our Natural Resource Advisory Committee, are our priorities for the Update/Revision.

- Access – enhanced to accommodate vehicular use, packing, hunting, hiking, and other recreational opportunities, as well as mining and other uses of the Forest. Mitigation opportunities for potential environmental impacts resulting from increased access should be identified and implemented.
  - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources and other uses of the Forest.
  - Roadless Areas should be identified for removal as they are no longer relevant or roadless.
  - Conflicts between biological resources and human access should be identified and planned for.
- Vibrant Economy – the Plan should contribute substantially to the local economy due to the impact of the Forest on the County's culture and fiscal health, and should not result in significant socioeconomic impacts.
  - Grazing, Mining, Renewable Energy Production, and other Uses – the Plan should support and encourage consumptive and sustainable uses of the Forest to contribute to the County's economy and culture.
  - Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources. This type of recreation is an important economic driver for the County.
  - Mitigation Bank – opportunities to shift land acquisition for mitigation of environmental impacts to restoration of degraded wilderness areas should be incorporated into the Plan to accommodate mitigation of human development elsewhere in the County.

The Inyo National Forest is of vital importance to Inyo County, and we look forward to working with you and your team over the coming years to craft a locally sustainable Plan that contributes positively to our society and culture. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us). Thank you for your attention.

Sincerely,

Marty Fortney, Chair  
Inyo County Board of Supervisors

cc: Board of Supervisors  
Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director  
Doug Wilson, Willdan  
Inyo County Natural Resource Advisory Committee  
Regional Council of Rural Counties  
California State Association of Counties  
National Association of Counties  
Secretary Vilsak, USDA  
Randy Moore, Pacific Southwest Regional Forester, USFS  
Chief Tidwell, USFS  
Susan Joyce, USFS  
Sustainable Forest Action Coalition

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WILLDAN ENGINEERING**  
**FOR THE PROVISION OF PLANNING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Planning services of Willdan Engineering of Anaheim, CA (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2012 to June 30, 2014 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$50,000 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, attached hereto as Attachment D, upon executing this Agreement.

**4. WORK SCHEDULE.**

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

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

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

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

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

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

**7. COUNTY PROPERTY.**

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

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



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

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

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

**9. STATUS OF CONSULTANT.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by

County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. ATTORNEY'S FEES.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

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

<b>Consultant:</b>	
<u>Willdan Engineering</u>	Name
<u>2014 Tulare Street, Suite 515</u>	Address
<u>Fresno, CA 93721</u>	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 WILLDAN ENGINEERING**  
FOR THE PROVISION OF PLANNING SERVICES

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

**COUNTY OF INYO**

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

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

**CONSULTANT**

By: William C. Dreyer  
Signature

William C. Dreyer  
Print or Type Name

Dated: 6/14/12

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 WILLDAN ENGINEERING  
FOR THE PROVISION OF PLANNING SERVICES**

**TERM:**

**FROM:** JULY 1, 2012

**TO:** JUNE 30, 2014

**SCOPE OF WORK:**

Willdan will provide as needed on call staff augmentation to assist the County staff to coordinate with the U.S. Forest Service and its partners in the preparation of the Inyo National Forest Plan Update/Revision. These services will be provided as requested and authorized by the Inyo County Planning Director. Doug Wilson will be Willdan's Project Manager and the County's primary contact. Mr. Wilson will be assisted by Dean Sherer, Planner, James Edison, Economist, Jerald James, Biologist, other Willdan staff as needed, or others selected through subcontract.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WILLDAN ENGINEERING  
FOR THE PROVISION OF PLANNING SERVICES**

**TERM:**

**FROM:** JULY 1, 2012

**TO:** JUNE 30, 2014

**SCHEDULE OF FEES:**

The fee for the designated Project Manager is \$162 per hour worked. Work done away from the offices of Inyo County may be done by other employees of Willdan under the direction of the individual designated as the Project Manager. The compensation of others assigned will be in accordance with the fee schedules on the following pages.

Attachment B - Fee Schedule  
**WILLDAN ENGINEERING**  
**Schedule of Hourly Rates**  
 Effective July 1, 2011 to June 30, 2012

<b>ENGINEERING</b>		<b>LANDSCAPE ARCHITECTURE</b>	
Principal Engineer .....	\$200.00	Principal Project Manager .....	180.00
Director .....	180.00	Principal Landscape Architect .....	150.00
Deputy Director .....	180.00	Senior Landscape Architect .....	125.00
Principal Project Manager .....	180.00	Associate Landscape Architect .....	115.00
City Engineer .....	180.00	Assistant Landscape Architect .....	100.00
Project Manager .....	180.00		
Program Manager .....	180.00	<b>BUILDING AND SAFETY</b>	
Supervising Engineer .....	160.00	Director .....	180.00
Senior Engineer .....	145.00	Deputy Director .....	180.00
Senior Design Manager .....	145.00	Principal Project Manager .....	180.00
Design Manager .....	135.00	Supervising Plan Check Engineer .....	150.00
Associate Engineer .....	135.00	Building Official .....	150.00
Senior Designer .....	130.00	Plan Check Engineer .....	140.00
Senior Design Engineer II .....	130.00	Deputy Building Official .....	140.00
Senior Design Engineer I .....	125.00	Inspector of Record .....	140.00
Designer II .....	120.00	Senior Plans Examiner .....	125.00
Designer I .....	115.00	Supervising Building Inspector .....	125.00
Design Engineer II .....	120.00	Plans Examiner .....	115.00
Design Engineer I .....	115.00	Senior Building Inspector .....	115.00
Senior Drafter .....	110.00	Supervisor Code Enforcement .....	115.00
Drafter II .....	100.00	Building Inspector .....	**105.00/110.00
Drafter I .....	95.00	Supervising Construction Permit Specialist .....	105.00
Technical Aide .....	85.00	Senior Construction Permit Specialist .....	100.00
		Senior Code Enforcement Officer .....	95.00
		Assistant Building Inspector .....	**95.00/110.00
		Code Enforcement Officer .....	80.00
		Construction Permit Specialist .....	80.00
		Assistant Construction Permit Specialist .....	85.00
		Plans Examiner Aide .....	75.00
		Assistant Code Enforcement Officer .....	70.00
<b>CONSTRUCTION MANAGEMENT</b>		<b>PLANNING</b>	
Director .....	180.00	Director .....	180.00
Deputy Director .....	180.00	Deputy Director .....	180.00
Project Manager .....	180.00	Principal Planner .....	150.00
Senior Construction Manager .....	155.00	Principal Community Development Planner .....	150.00
Construction Manager .....	145.00	Senior Planner .....	130.00
Assistant Construction Manager .....	120.00	Senior Community Development Planner .....	130.00
Utility Coordinator .....	125.00	Associate Planner .....	115.00
Labor Compliance Manager .....	120.00	Associate Community Development Planner .....	115.00
Labor Compliance Specialist .....	95.00	Assistant Community Development Planner .....	105.00
		Assistant Planner .....	105.00
		Planning Technician .....	85.00
		Community Development Technician .....	85.00
<b>INSPECTION SERVICES</b>		<b>ADMINISTRATIVE</b>	
Supervising Public Works Observer .....	120.00	Computer Data Entry .....	65.00
Senior Public Works Observer .....	110.00	Clerical .....	65.00
Public Works Observer .....	**100.00/110.00	Word Processing .....	65.00
Assistant Public Works Observer .....	**100.00/110.00	Personal Computer Time .....	30.00
<b>SURVEYING</b>		Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.	
Principal Project Manager .....	180.00	** Prevailing Wage Project, Use \$110.00	
Supervisor - Survey & Mapping .....	155.00		
Senior Survey Analyst .....	130.00		
Certified Party Chief .....	130.00		
Senior Calculator .....	120.00		
Calculator II .....	110.00		
Calculator I .....	100.00		
Survey Analyst II .....	115.00		
Survey Analyst I .....	100.00		
Survey Party Chief .....	115.00		
Field Party (One) .....	180.00		
Field Party (Two) .....	235.00		
Field Party (Three) .....	295.00		

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2010 thru June 30, 2011, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.



Attachment B - Fee Schedule

Willdan Financial Services Hour Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WILLDAN ENGINEERING  
FOR THE PROVISION OF PLANNING SERVICES**

**TERM:**

**FROM:** JULY 1, 2012

**TO:** JUNE 30, 2014

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

When the assigned personnel work in Inyo County, travel and per diem will be reimbursed by County at the rate of \$650 per week if the designated personnel work within Inyo County two days per week. Travel and per diem expenses will be increased or decreased by \$100 per day each day over or under two-days per week that the designated personnel work within Inyo County. Reimbursement at these rates includes full compensation for time and expenses travelling to and from Inyo County from the Willdan offices. If work is coordinated with other services provided pursuant to other agreements between Willdan and Inyo County, the per diem will be calculated as if it were under one contract and prorated between the services provided pursuant to each agreement in the same proportion as the hours provided.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WILLDAN ENGINEERING  
FOR THE PROVISION OF PLANNING SERVICES**

**TERM:**

**FROM:** JULY 1, 2012

**TO:** JUNE 30, 2014

**FORM W-9**

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

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return): <b>Willdan Engineering</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification: (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.): <b>2014 Tulare Street, Suite 515</b>	Requester's name and address (optional)
City, state, and ZIP code: <b>Fresno, CA 93721</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
9	5	-	2	2	5	8	5	8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶

Date ▶ June 12, 2012

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**ATTACHMENT E**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND WILLDAN ENGINEERING  
FOR THE PROVISION OF PLANNING SERVICES**

**TERM:**

**FROM: JULY 1, 2012**

**TO: JUNE 30, 2014**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

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

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

Coverage shall be at least as broad as:

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

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

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

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

#### **Other Insurance Provisions**

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

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

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

### ***Primary Coverage***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Subcontractors**

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

***Special Risks or Circumstances***

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