

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.

March 13, 2012

8:00 a.m. INVOCATION by Supervisor Richard Cervantes

PLEDGE OF ALLEGIANCE

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

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

3. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

HEALTH AND HUMAN SERVICES

4. **First 5** – Request Board ratify the contract between the County of Inyo and Lone Pine Unified School District for the provision of Child Development services for a period from October 1, 2011 to June 30, 2012 in an amount not to exceed \$35,000; and authorize Chairperson to sign.
5. **Public Health** – Request Board approve Amendment #1 to the contract between the County of Inyo and Southern Inyo Healthcare District for the provision of nurse practitioner services in addition to Jail and Juvenile Medical Provider and On-Call nursing services per the attached scope of work for the period of April 1, 2012 through June 20, 2013, in an increased contract amount of \$42,375 for a total amount not to exceed \$327,375 and authorize the Chairperson to sign, contingent upon approval of future budgets.
6. **Public Health** – Request Board ratify the 2011/2012 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.

PUBLIC WORKS

7. Request Board authorize the transfer of two surplus light poles and arms to the Lone Pine School District for use on the Lone Pine Sports Complex.

WATER DEPARTMENT

8. Request approval of a letter granting the Water Department permission to proceed with Saltcedar removal and treatment on LADWP land in the Lower Owens River Project; and authorize the Chairperson to sign.

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

9. **BOARD OF SUPERVISORS** – Request Board provide direction regarding the Draft MOA Among California, USDI Bureau of Land Management, U.S. Forest Service, Pacific Southwest Region and the California State Association of Counties (CSAC) and Regional Council of Rural Counties (RCRC) Representing California County Governing Bodies, scheduled to be voted on during the upcoming RCRC March 14, 2012 Board Meeting.
10. **COUNTY ADMINISTRATOR – Personnel** – Request Board: A) Amend the FY 11/12 County Budget as follows: increase appropriation in Personnel Budget (010800), Object Code 5265, Professional Services by \$200,000 and reduce the Personnel Budget (010800), Object Code 5901, Contingencies by \$200,000 (4/5's vote required); and B) Request Board approve Amendment #2 to the contract between the County of Inyo and Willdan Engineering for the provision of professional engineering and management services as the Acting Director of Public Works, increasing the contract amount by \$200,000 to \$489,000 and changing the contract term date to end March 31, 2013, and amend the Schedule of Travel and Per Diem Payment attachment language, contingent upon adoption of FY 12/13 Budget, contingent upon obtaining appropriate signatures, and authorize the Chairperson to sign.
11. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request approval of a Resolution authorizing the submittal of an application for Clean Air Projects Program (CAPP) funding in the amount of \$155,000, to the Great Basin Unified Air Pollution Control District, to be used for the purchase of two (2) water trucks for Inyo County Landfill operations.
12. **PUBLIC WORKS** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position comes from the Public Works Budget, as certified by the Interim Public Works Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Administrative Secretary, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Administrative Secretary Range 56 up to Step E (\$2980-\$3618) depending on the qualifications. It is requested the Department have the ability to have an open recruitment to fill the position.
13. **PUBLIC WORKS** – Request Board A) ratify a contract Amendment to the construction contract between the County of Inyo and Speiss Construction, Inc., for an amount not to exceed \$827,401 to cover the cost of additional work items requested by the Superior Court and Public Works Department for the Inyo County Electric Upgrade Project, and authorize the Chairperson to sign; (2/3's vote required Public contract Code §20135); and B) require Board approval of any future contract amendments, including those which may be approved by the Director of Public Works under the Public Contracts code; and C) increase estimated revenue in Object Code 4599, Other Agencies by \$5,700 (4/5's vote required) for the FY 2011-12 Electrical/Financial Upgrade Budget Unit (011805).
14. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of A) February 14, 2012; B) February 21, 2012; and C) Special Meeting of February 27, 2012.
15. **PRESENTATION – Amargosa Conservancy** – Mr. Brian Brown representing the Amargosa Conservancy will update the Board on the organization and its activities.

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

- 9:30 a.m. 16. **COUNTY ADMINISTRATOR** - Request your Board (a) approve a non-binding Term Sheet between Inyo County and Inyo County Development, LLC, (Developer) delineating the terms for build-to-suit lease and property exchange agreements for an Inyo County Consolidated Office Building Project in Bishop, California; and, (b) authorize staff to proceed to work with the Developer, at the Developer's sole expense, to complete the non-binding Design Review process identified as Phase 1B in the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises.

- 10:30 a.m. 17. **County Administrator – County Counsel – Planning – Water – Sheriff – Agricultural Commissioner – Health & Human Services – Assessor – Information Services – Solid Waste – Motor Pool** - The Board of Supervisors will conduct a workshop with County staff to:
- A) review the regulatory framework in which renewable energy facilities are permitted in the State of California;
 - B) receive an update regarding the status of the Hidden Hills Solar Energy Generating System (HHSEGS) project, proposed by BrightSource Energy in the Charleston View area, in the California Energy Commission's (CEC) permit process;
 - C) discuss the County statutes, ordinances, and regulations that are applicable to the HHSEGS project, including the County General Plan, Zoning Ordinance, and Title 21 (Renewable Energy Development), and would be enforced by the County if not for the CEC's sole permitting authority; and,
 - D) understand the preliminary cost estimates that County departments have identified regarding the construction impacts and operation impacts that the HHSEGS will have on County programs and services based on the information disclosed by BrightSource Energy, and how those costs could change based on additional information or alternative scenarios.
- 1:00 p.m. 18. **Presentation** – Representatives of Bright Source Energy will make a presentation to the Board of Supervisors regarding its proposed Hidden Hills Solar Energy Generating System (HHSEGS) project in the Charleston View area.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

19. PUBLIC COMMENT

CLOSED SESSION

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

- 20. **LICENSE** – Alcoholic Beverage License for Totem Café in Lone Pine.
- 21. **SHERIFF** – Sheriff and Jail Overtime Report for the month of February, 2012.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

3

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF March 13, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

SUMMARY DISCUSSION: - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 4
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: First 5 Inyo County 2011-12 LPUSD Contract

DEPARTMENTAL RECOMMENDATION:

Request Board of Supervisors ratify the contract between the County of Inyo and Lone Pine Unified School District for the provision of Child Development services for a period from October 1, 2011 to June 30, 2012 in an amount not to exceed \$35,000; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract began routing in September, but had to be returned to the contractor due to recommend language revisions. It was just recently returned to our office to continue through the approval process.

Lone Pine Unified School District is not only proposing to deliver some previously successful developmental and health services, but also has taken on the role of partnering with Inyo First 5 to establish a part-time 0 to 5 family resource coordinator to be housed within the Lo-inyo Elementary School Library. This bilingual coordinator will play a key role in helping us establish & increase the protective factors that will strengthen families in Southern Inyo, as will the nutrition & fitness classes, health & development screening, and pre-k to K transitional summer camp that LPUSD will again offer.

ALTERNATIVES:

The Board could decide not to approve this contract, in which case the Southern Inyo community surrounding Lone Pine may lack some of the early childhood resources & opportunities that are funded in other regions of the county.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

First 5 State funding. This expense is budgeted in First 5 (643000) in Professional Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>2/17/2012</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>2/24/2012</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>3/1/12</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3-1-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Child Development **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Child Development services of the Unified School District of Lone Pine, 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 Jean Turner, whose title is: Director of Inyo HHS. 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 October 1, 2011 to June 30, 2012 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$35,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional

licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the 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 any and 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, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
First 5 Inyo County	Department
568 W. Line Street	Street
Bishop, CA 93514	City and State

Contractor:	
Lone Pine Unified School District	Name
P.O. Box 159	Street
Lone Pine, CA 93545	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Child Development SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: C. Cervantes *C. Cervantes* 10/12

Signature
Camille Cervantes
Print or Type

Dated: 9/19/11

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Child Development **SERVICES**

TERM:

FROM: October 1, 2011 **TO:** June 30, 2012

SCOPE OF WORK:

The Contractors shall provide family strengthening services in the County of Inyo as detailed in the attached Scope of Work for Lone Pine Elementary School District (SOW), and incorporated herein by reference. Contractor shall perform the tasks listed in this plan by June 30th, 2012 including the provision of participant intake forms, fiscal reports, and evaluation materials listed in the SOW to the satisfaction of the First 5 Inyo County Commission.

All publicity and materials for the public produced pursuant to this agreement shall be submitted to First 5 Inyo County for approval, and shall include "Funded by First 5 Inyo County, a division of Inyo Health and Human Services" or the First 5 Inyo County logo.

The major services this contract addresses are:

- Hiring & oversight of a Lone Pine Family Resource Coordinator to be established & housed in the Lo-Inyo Elementary Library.
- Provision of 2 six-week nutrition & fitness classes with a literacy component for families with children ages 0-5.
- Organization of pre-preschool & pre-K health and development fair for children ages 2 to 5 with dental and developmental screenings, and delivery of school readiness health & development information to parents.
- Delivery of a three-week summer skills camp for children ages 3 to 5 that introduces them to early social and developmental skills.

SCOPE OF WORK FOR LONE PINE UNIFIED ELEMENTARY SCHOOL DISTRICT

TASKS CONTRACTOR SHALL ACCOMPLISH: <i>(to the satisfaction & approval of First 5 Inyo Commission)</i>	MATERIALS CONTRACTOR SHALL PROVIDE: <i>(all reporting materials are subject to First 5 Director's approval for State reporting standards & are due within a month's time of the collection dates listed in the due column on this SOW)</i>	DUE DATE:
Hire a bilingual family resource coordinator to increase program sustainability since we will not be able to pay for aids to translate for activities, classes, & flyers.	*LPUSD will evaluate language skill level	DEC. 30, 2011
This coordinator shall complete the following: - spend 10 out of 40/50 hrs. monthly coord. with First 5 Inyo staff and FRC parent leaders so Tecopa Lone Pine, & Bishop resource centers have united policies, resources, & support. - develop a bilingual playgroup that meets every other month in Lone Pine so that there are early play & socialization opportunities in the community. - conduct a 0 -5 parent survey to help inform future FRC program development. - lend up to 9 hrs. translation aid to FIM's Ride to Readiness special needs therapy riding sessions. - Develop a schedule for services from 11/2011 to 6/2012 that they will be carrying out at the direction LPUSD.	*document 10 hr tasks on timecard *Purple First 5 Family Intake Forms for all participants *Roster of playgroup attendance *First 5 approved post-survey & pictures *Copies of surveys to First 5 Inyo *document on timecard *copy of schedule to First 5	per quarterly invoice per quarterly invoice per quarterly invoice JUN. 30, 2012 MAR. 30, 2012 per quarterly invoice OCT. 30, 2011
Organize and deliver 2 Nutrition & Fitness classes for children from birth to age 5 & their families that introduce healthy habits regarding food & active play, and promote early literacy practices in their homes.	*Purple First 5 Family Intake Forms for all participants *Approved post-class parent survey and pictures *First 5 Approved Pre & Post student nut & fit surveys for children old enough to test	JUN. 30, 2012
Plan & promote a Pre-Preschool & Pre-Kindergarten informative health fair in Lone Pine screening children for oral health problems, developmental delays, & appropriate immunizations, as well as equipping parents with information to promote their child's school readiness skills & behaviors.	*Yellow First 5 Center Intake Form Sign-In Sheet filled out for each child in attendance. *Report detailing total number of children screened, total number of children referred for follow-up aid, and total numbered referred for immediate treatment, as well as total number of families receiving school readiness skills information and kits. Pics if possible, too.	JUN. 30, 2012 JUN. 30, 2012
Develop a 3-week Summer School Skills Camp for children ages 3 to 5 that uses weekly literacy themes to teach nutrition and fitness, as well as key social and classroom skills essential to school readiness.	*Purple First 5 Family Intake Forms for all participants *Pictures and First 5 approved post surveys	JUN. 30, 2012
BONUS FOR FUTURE FUNDING & PARTNERSHIPS:		
<i>First 5 Inyo rewards partners who help create synergy to distribute messages and materials the Commission deems valuable, with bonus points toward future projects. Resources LPUSD can receive bonus points for helping distribute include:</i>		
*Elmo Healthy Habits Nutrition & Fitness DVDs *Water the Otter <i>Rethink Your Drink</i> Books *Healthy Recipe Cookbooks	*New & Used Reading Railroad Books *Monthly "Healthy Handfuls" Newsletter *First 5 English & Spanish Oral Health Kits	

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Child Development SERVICES

TERM:

FROM: October 1, 2011 TO: June 30, 2012

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon receipt and approval of quarterly invoices as required, the County agrees to compensate the Contractor for expenditures incurred from October 1, 2011 to June 30, 2012 in an amount not to exceed \$35,000.

Actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a quarterly basis on the last day of each month, and indirect costs are not to exceed 15% of the total contracted grant amount.

Notwithstanding paragraph 3.E. Billing and payment, quarterly invoices, with attached expenditure spreadsheets, and related evaluation materials should be received by First 5 Inyo no later than 7 days after the last day of the month. In the event that invoices or evaluation materials are not forthcoming in that time period, the First 5 Inyo County Commission retains the right to withhold further payment until satisfactory receipt and review of those materials has taken place.

Expenditures should not deviate from the proposed budget - approved by the First 5 Inyo County Commission on August 19th, 2011 and attached to this proposal - by more than \$1,000 without express written approval from the Commission.

The First 5 Inyo County Commission makes decisions based on program evaluation, so aid from partners who help us document and increase protective factors for families with children ages 0 to 5 in Inyo County will be taken into account as we discuss continued and new funding. Also, contractors should be aware that the terms of this contract are contingent on continued state funding, and if state level cuts were to occur to our revenues the County may cancel this contract at will at any time upon 30 days written notice of their intent to cancel.

Monthly Invoicing:	Late After:
October 31, 2011	November 7, 2011
December 30, 2011	January 7, 2012
March 31, 2012	April 7, 2012
June 30, 2012	July 7, 2012

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Unified School District
FOR THE PROVISION OF Child Development **SERVICES**

TERM:

FROM: October 1, 2011 **TO:** June 30, 2012

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.

4

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Lone Pine Unified School District	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input 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 checked="" type="checkbox"/> Other (see instructions) ▶ California Public School Grades K -12	
	Address (number, street, and apt. or suite no.) Po Box 159 301 S Hay Street	Requester's name and address (optional) First 5 Inyo County 568 W. Line Street Bishop, CA 93514
City, state, and ZIP code Lone Pine, CA 93545		
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.

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

Social security number								
Employer identification number								
9	5	-	6	0	0	5	4	4

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶ 6/28/11
------------------	----------------------------	-----------------------

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 D

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Lone Pine Unified School District
FOR THE PROVISION OF Child Development **SERVICES**

TERM:

FROM: October 1, 2011 TO: June 30, 2012

SEE ATTACHED INSURANCE PROVISIONS

See Specifications 1 attachment

*OK
1/20/12*

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the contractor 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 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity 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 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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor'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.

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
5

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

FROM: Health and Human Services/Public Health Division

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Amendment #1 for the Contract between County of Inyo and Southern Inyo Healthcare District

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment #1 to the contract between County of Inyo and Southern Inyo Healthcare District for the provision of nurse practitioner services in addition to Jail and Juvenile Medical Provider and On-Call nursing services per the attached scope of work for the period of April 1, 2012 through June 30, 2013, in an increased contract amount of \$42,375 for a total amount not to exceed \$327,375.00 and authorize the Chairperson to sign, contingent upon the approval of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Southern Inyo Healthcare District has been providing medical provider and on-call nursing services to the Jail and Juvenile Center since 2005. Consistent with the contract, Southern Inyo Hospital (SIH) nurses are available for jail and juvenile facility inmate medical needs after regular works, on weekends and county holidays. A physician provides a weekly medical sick call on site at both facilities. Physician consultation is available to the nurses 24/7. The developed system has been supportive to the county medical services delivered at the jail and successful in assuring inmate care.

This amendment will expand the services made available by SIH to include nurse practitioner (NP) availability one day per week at the public health clinics. The nurse practitioner position is key to the delivery of medical services through public health by providing examinations for treatment of illness, prevention of disease, and promotion of health. This position has been consistently difficult to recruit and through a contract with SIH, there will be the availability of three NPs to rotate into the public health clinics. NPs are mid-level providers of medical care requiring physician availability for consultation. The physicians currently working with the NPs will continue to be available to them in addressing the clients at public health. In addition to the clinic work one day per week, the NPs will be available to the nurses at public health for telephone consultation to address client needs and provide assistance with the development of public health procedures to be utilized by the nurses in the management of clients.

ALTERNATIVES:

Your Board could deny approval for this contract. With multiple unsuccessful attempts in the past few years at recruiting and maintaining a nurse practitioner, it is highly possible that the position could remain unfilled. This would result in the inability to provide services to the public at the current capacity. In addition, if there is a successful recruitment for a NP outside of the SIH contract, HHS would need an additional contract with a physician to provide consultation to the NP.

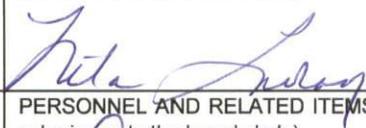
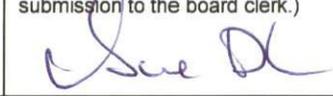
OTHER AGENCY INVOLVEMENT:

Sheriff's Department and Probation Department

FINANCING:

State, Federal, and Health Realignment funds. This expense is budgeted in the Health Budget (045100) in Professional Services (5265). 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>2/28/2012</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>2/29/12</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>3/6/12</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner  Date: 3-6-12

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Southern Inyo Healthcare District
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Southern Inyo Healthcare District _____, of Lone Pine _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 24, 2008, on County of Inyo Standard Contract No. 116, for the term from July 1, 2008 to June 30, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

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

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, shall not exceed \$327,375.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

In Attachment A, Agreement Between County of Inyo and Southern Inyo Healthcare District, under the Scope of Work, add the following paragraphs after the sentence "Nursing services shall be provided by a nurse (RN) registered to practice nursing in the State of California":

Beginning April 1, 2012, CONTRACTOR shall provide eight hours per week of Nurse Practitioner services to the Inyo County Health and Human Services Public Health division at the Public Health office in Bishop. Additionally, the Nurse Practitioner services will include weekday consultation availability via telephone with public health nursing staff to address client needs, prescription refills, and if necessary, assist in the phone triage of clients presenting with medical problems.

Nurse Practitioner services shall be provided by a Registered Nurse possessing a certificate of completion from an NLN accredited Nurse Practitioner (NP) program. Under the supervision of the Southern Inyo Hospital Medical Director, the NP will be responsible for the delivery of primary health care; obtain histories; performs examinations; make assessments and develop treatment plans utilizing standardized procedures and protocols.

In Attachment A, Agreement Between County of Inyo and Southern Inyo Healthcare District, under the Scope of Work, add the following paragraph after the sentence "E. Comply with all Health Insurance Portability and Accountability Act (HIPAA) rules and regulations per the Business Associate Agreement contained in this contract":

Nurse Practitioner Services: Provide women's reproductive health care to focus on the delivery of the appropriate physical examinations for treatment of illness, prevention of disease and the promotion of health. Provide reproductive health counseling and methods and assist women into prenatal care or the appropriate women's health service and provide positive outcomes. Provide screening examinations for women at risk for cervical and breast cancer and facilitate mammograms and referrals to surgeons as indicated. Provide telephone consultation with public health nursing staff to address client needs, prescription refills and if necessary assist in the phone triage of clients presenting with medical problems. Provide consultation in the development of public health procedures to be utilized by the nurses in the management of clients. Maintain client records consistent with established County policy taking care to ensure confidentiality.

In Attachment B, Agreement Between County of Inyo and Southern Inyo Healthcare District, under the Schedule of Fees, first and second paragraph, the Schedule of fees is amended to read as follows:

The provision of medical provider and on-call services will be provided to the County by Contractor at a rate of \$7,575.00 per month, effective April 1, 2012.

The contract amount shall not exceed \$57,000 for FY 2008/2009; \$57,000 for FY 2009/2010; \$57,000 for FY 2010/2011; \$65,475 for FY 2011/2012; and \$90,900 for FY 2012/2013, for a total of \$327,375 for the five-year period.

The effective date of this Amendment to the Agreement is April 1, 2012.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Southern Inyo Healthcare District
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: Lee Barron
Signature

Lee Barron
Type or Print

Dated: 2/23/2012

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Southern Inyo Healthcare District
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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Nurse Practitioner services shall be provided by a Registered Nurse possessing a certificate of completion from an NLN accredited Nurse Practitioner (NP) program. Under the supervision of the Southern Inyo Hospital Medical Director, the NP will be responsible for the delivery of primary health care; obtain histories; perform examinations; make assessments and develop treatment plans utilizing standardized procedures and protocols.

In Attachment A, Agreement Between County of Inyo and Southern Inyo Healthcare District, under the Scope of Work, add the following paragraph after the sentence "E. Comply with all Health Insurance Portability and Accountability Act (HIPAA) rules and regulations per the Business Associate Agreement contained in this contract":

Nurse Practitioner Services: Provide women's reproductive health care to focus on the delivery of the appropriate physical examinations for treatment of illness, prevention of disease and the promotion of health. Provide reproductive health counseling and methods and assist women into prenatal care or the appropriate women's health service and provide positive outcomes. Provide screening examinations for women at risk for cervical and breast cancer and facilitate mammograms and referrals to surgeons as indicated. Provide telephone consultation with public health nursing staff to address client needs, prescription refills and if necessary assist in the phone triage of clients presenting with medical problems. Provide consultation in the development of public health procedures to be utilized by the nurses in the management of clients. Maintain client records consistent with established County policy taking care to ensure confidentiality.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Southern Inyo Healthcare District
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: Lee Barron
Signature

Lee Barron
Type or Print

Dated: 2/23/2012

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

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND SIHD FOR THE PROVISION OF Medical/oncall SERVICES

TERM:

FROM: July 1, 2008 TO: June 30, 2013

SCOPE OF WORK:

Beginning July 1, 2008, CONTRACTOR shall provide medical provider and on-call nursing services to the Inyo County Jail and to the Inyo County Juvenile Center during the following time periods:

Medical Provider:

Weekdays: Monday morning (or an agreed upon day) client sick call at the jail and juvenile center located in Independence.

Consultation availability via telephone with the facility nurse or on-call nurse staff Monday through Friday.

Weekends: Consultation availability via telephone with the on-call nurse staff Friday 5:00 p.m. through Monday, 9:00 a.m.

County Holidays: Consultation availability via telephone with the on-call nurse staff including New Year's Eve, New Year's Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days), Christmas Eve and Christmas Day.

The medical provider services shall be provided by a medical doctor (MD) licensed to practice in the State of California.

On-Call Nurse:

Weekdays: Monday through Friday, 5:00 p.m. through 8:00 a. m.

Weekends: From Friday , 5:00 p.m. thorough Monday, 9:00 a.m.

County Holidays: Including New Year's Eve, New Year's Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days), Christmas Eve, and Christmas Day.

Nursing services shall be provided by a nurse (RN) registered to practice nursing in the State of California.

The CONTRACTOR shall:

Medical Provider Services:

A. Function as the facility medical provider at the Jail or Juvenile Center by providing direct medical services during the designated weekly sick call. With the assistance of the facility nurse, inmates/minors identified through 1) nurse assessment & triage, 2) inmate/minor request, 3) facility staff request, 4) facility policy to establish medical clearance, and/or 5) ongoing treatment follow-up will be appropriately evaluated by the medical provider.

The facility medical team of nurse, Clinical Health Director and physician will develop a medical treatment plan as indicated. Custody security issues and facility policies will be factored into the plan as appropriate.

Written documentation of client evaluation or treatment, consistent with established County documents, will be completed by the end of the sick call and will be maintained with the client's complete record at the facility.

B. Provide telephone consultation with facility nurses during the county workday. After a nursing assessment of an inmate/minor or triage of information is provided by the authorized personnel from the facility, the facility nurse functioning as the care coordinator will have access to the physician to obtain direction on medical management of a new problem or continued care of an identified condition. The consultation may include the findings of the nurse assessment or a request to continue an established medication regimen. If a new prescription is ordered, the order will be signed at the next facility sick call.

C. Provide telephone consultation with on-call nurse staff during the non-county workday. After a nursing assessment of an inmate/minor or triage of information provided by the authorized personnel from the facility, the on-call nurse will have access to the physician to obtain direction on medical management of a new "urgent" problem requiring attention or continued care of an identified condition that is unable to wait for the next county workday. The consultation may include findings of the nurse assessment or a request to continue an established medication regimen. If a new prescription is order, the order will be signed at the next facility sick call.

D. Comply with all Health Insurance Portability and Accountability Act (HIPAA) rules and regulations per the Business Associate Agreement contained in this contract.

On -Call Nursing Services:

A. Provide telephone consultation with authorized personnel from the Jail or Juvenile Detention Center by a qualified nurse. The on-call nurse will triage by telephone with the authorized Jail or Juvenile Center staff to determine, per established County protocols, whether or not one of the following is required:

1. Face to face nurse response to the Jail or Juvenile Center
2. Consultation with facility medical provider.
3. The inmate or juvenile should be transported to the hospital emergency room.

B. Provide on-site nursing response to the Jail or the Juvenile Detention Center in any of the following situations:

- 1. Urgent medical request requiring medical attention that, if not addressed will result in progressive worsening of the health of the identified patient inmate or juvenile.**
- 2. The setting up of inmate or juvenile medications, consistent with Inyo County HHS protocols.**
- 3. As directed the Health and Human Services Clinical Director (HHS Clinical Services Director) when she determines such a situation exists.**

C. The on-call nurse must maintain client records consistent with established County documents. In addition, a log of actual activities and time spent at activities will be maintained to track nursing services. The on-call nurse must report to the Inyo County jail and juvenile nurse after each on-call period to assure client follow-up.

D. Provide own transportation including gas, auto supplies, auto maintenance, auto insurance, etc. to and from call-outs.

E. Comply with all Health Insurance Portability and Accountability Act (HIPAA) rules and regulations per the Business Associate Agreement contained in this contract.

The COUNTY shall:

A. Train the CONTRACTORS' employees on security priorities and procedures, medical/nursing assessments within a correction environment utilizing established protocols, and required documentation.

B. Review all medical response requests by the HHS Clinical Health Director prior to the provision of service for an introductory period during which the CONTRACTOR requires training and orientation to on-call nursing.

C. The County HHS Clinical Health Director will provide monitoring and facilitation of problem-solving between and among the identified contractor and the County departments of Health and Human Services, Probation and Sheriff.

The COUNTY and CONTRACTOR agree to review actual costs to provide services pursuant to this contract, at a mid-point in the contract term.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SIHD FOR THE PROVISION OF
Medical-oncall SERVICES**

TERM:

FROM: July 1, 2008 **TO:** June 30, 2013

SCHEDULE OF FEES:

The provision of medical provider and on-call services will be provided to the County by Contractor at a rate of \$4,750.00 per month.

The contract amount shall not exceed \$57,000 per year for a total of \$285,000 for the five-year period.

Contractor shall invoice the County at the end of each month after services have been rendered.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

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

FROM: Health and Human Services-Public Health

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: 2011/2012 Children's Medical Services Plan

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify the 2011/2012 Children's Medical Services (CMS) Plan and Budgets and authorize the Chairperson to sign the Certification Statements.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The CMS programs include California Children's Services, California Health and Disability Prevention, and Health Care Program for Children in Foster Care which address resource development for medical services for children, case coordination, management of children with complex health problems and outreach activities to assure program access. Each year the Board is requested to sign the Certification Statements for these programs. The program plan and budget guidelines were not released by the state until mid-December and the county was given 60 days to complete the needed documents.

ALTERNATIVES:

Your Board could choose not to approve the CMS plan which would result in receiving no funding and still having to provide mandated administrative services without State or Federal support.

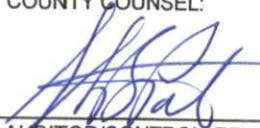
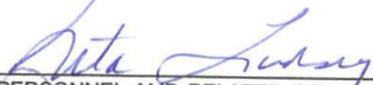
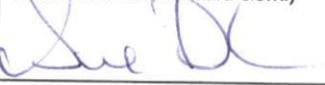
OTHER AGENCY INVOLVEMENT:

Department of Health Care Services

FINANCING:

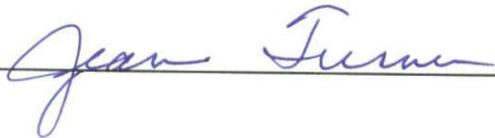
CCS Administration - 045501: 52% Federal funding, 36% State funding, 12% Social Services Realignment; Child Health & Disability Prevention (CHDP) and Health Care Program for Children in Foster Care (Foster Care) - 045102: 100% State and Federal funding. Funding is brought into these budgets as revenue. No County General Funds are used in these budgets.

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>2/22/2012</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>2/24/2012</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>3/1/12</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-1-12

Plan and Budget Required Documents Checklist

MODIFIED FY 2010-2011

County/City: Inyo Fiscal Year: 2011-2012

	Document	Page Number
1.	Checklist	1
2.	Agency Information Sheet	3
3.	Certification Statements	
	A. Certification Statement (CHDP) – Original and one photocopy	4
	B. Certification Statement (CCS) – Original and one photocopy	5
4.	Agency Description	
	A. Brief Narrative	6
	B. Organizational Charts for CCS, CHDP, and HCPCFC	7
	C. CCS Staffing Standards Profile	10
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	11
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A
	F. Duty Statements – Include if newly established, proposed, or revised	13
5.	Implementation of Performance Measures – Performance Measures for FY 2009-10 are due November 30, 2010.	N/A
6.	Data Forms	
	A. CCS Caseload Summary	15
	B. CHDP Program Referral Data	16
7.	Memoranda of Understanding and Interagency Agreements List	
	A. MOU/IAA List	18
	B. New, Renewed, or Revised MOU or IAA	19
	C. CHDP IAA with DSS biennially	N/A
	D. Interdepartmental MOU for HCPCFC biennially	N/A
8.	Budgets	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	33

Section 2 7 Issued

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2010-11

County/City: Inyo Fiscal Year: 2011-2012

	Document	Page Number
2.	Budget Worksheet	34
3.	Budget Justification Narrative	35
B.	CHDP Administrative Budget (County/City Match) - Optional	
1.	Budget Worksheet	N/A
2.	Budget Justification Narrative	N/A
3.	Budget Justification Narrative	N/A
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
1.	Budget Summary	N/A
2.	Budget Worksheet	N/A
3.	Budget Justification Narrative	N/A
D.	HCPCFC Administrative Budget	
1.	Budget Summary	36
2.	Budget Worksheet	37
3.	Budget Justification Narrative	38
E.	CCS Administrative Budget	
1.	Budget Summary	39
2.	Budget Worksheet	40
3.	Budget Justification Narrative	42
G.	Other Forms	
1.	County/City Capital Expenses Justification Form	N/A
2.	County/City Other Expenses Justification Form	N/A
9.	Management of Equipment Purchased with State Funds	
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	N/A
3.	Property Survey Report Form (STD 152)	N/A

Agency Information Sheet

County/City: Inyo

Fiscal Year: 2011-2012

Official Agency

Name:	Inyo County Health & Human Services	Address:	207A West South Street Bishop, CA 93514
Health Officer	Richard Johnson, MD		

CMS Director (if applicable)

Name:	_____	Address:	_____
Phone:	_____		_____
Fax:	_____	E-Mail:	_____

CCS Administrator

Name:	Tamara A. Cohn, PHN	Address:	207A West South Street
Phone:	760-873-7868		Bishop, CA 93514
Fax:	760-873-7800	E-Mail:	tcohn@inyocounty.us

CHDP Director

Name:	_____	Address:	_____
Phone:	_____		_____
Fax:	_____	E-Mail:	_____

CHDP Deputy Director

Name:	Tamara A. Cohn, PHN	Address:	207A West South Street
Phone:	760-873-7868		Bishop, CA 93514
Fax:	760-873-7800	E-Mail:	tcohn@inyocounty.us

Clerk of the Board of Supervisors or City Council

Name:	Pat Gunsolley	Address:	P.O. Drawer N
Phone:	760-878-0373		Independence, CA 93526
Fax:	760-878-2241	E-Mail:	pgunsolley@inyocounty.us

Director of Social Services Agency

Name:	Jean Turner	Address:	P.O. Drawer H
Phone:	760-878-0241		Independence, CA 93526
Fax:	760-878-0266	E-Mail:	jturner@inyocounty.us

Chief Probation Officer

Name:	Jeff Thomson	Address:	P.O. Drawer T
Phone:	760-872-4121		Independence, CA 93526
Fax:	760-878-0436	E-Mail:	jthomson@inyocounty.us

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2010-11

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Inyo Fiscal Year: 2011-2012

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Tamara Alcorn
Signature of CHDP Deputy Director

2/16/2012
Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Certification Statement - California Children's Services (CCS)

County/City: Inyo Fiscal Year: 2011-2012

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Tamara A. Cohn

Signature of CCS Administrator

2/16/2012

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

County of Inyo
2011-12 Narrative

Agency Description

The local CCS and CHDP programs are managed through the Inyo County Department of Health & Human Services, Clinical Services Division. The administrative services of both programs share mutual management and clinical staff.

This year the CMS staffing pattern has changed significantly. It is the intent of the changes to provide a more comprehensive approach to the delivery of children's services in Inyo County. The CMS Public Health Nurse (PHN) functioning in the dual roles of CHDP and CCS nurse case manager and MTC liaison has a reduction in her time to order to work with the Inyo County Maternal Child Adolescent Health (MCAH) team. This new responsibility as the MCAH Coordinator blends the overlapping program missions targeting the children of Inyo County.

To accommodate the reduction of hours in the CMS program a staff registered nurse will be assisting with the CCS program activities for 8 hours per week. The agency review of the CHDP PM 160s will continue to be performed by the CHDP Nurse case manager, who provides follow up if needed. The CHDP Deputy Director is responsible for resource and provider development along with program staff. The Inyo County DDS case manager follows up on children with dental treatment needs. CHDP Deputy Director and nurse case manager meet minimally quarterly to address program. The nurse case manager facilitates enrollment into the Gateway Program by tracing provider utilization, client referral and follow-up. The focus is to assist the medical community in the delivery of program services through ongoing updates. Health staff are tracking the clients indicating an interest in an application and assisting with the enrollment process for Medi-Cal or Healthy Families. The CHDP Deputy Director coordinates with multiple child service agencies to assure appropriate follow through and utilization of the Gateway Program.

CCS case management is performed by the CCS PHN and assisted by the Program technician and staff registered nurse. They share a common office space. In addition the Program technician functions half time in the public health clinics as front office support staff and Healthy Families Certified Application Assistance. The entire CMS staff meet quarterly to review case specific items and program policies. An ongoing focus of the program is to recruit CCS providers and function as an ongoing advocate for providers with no reimbursement process to assure continued program participation.

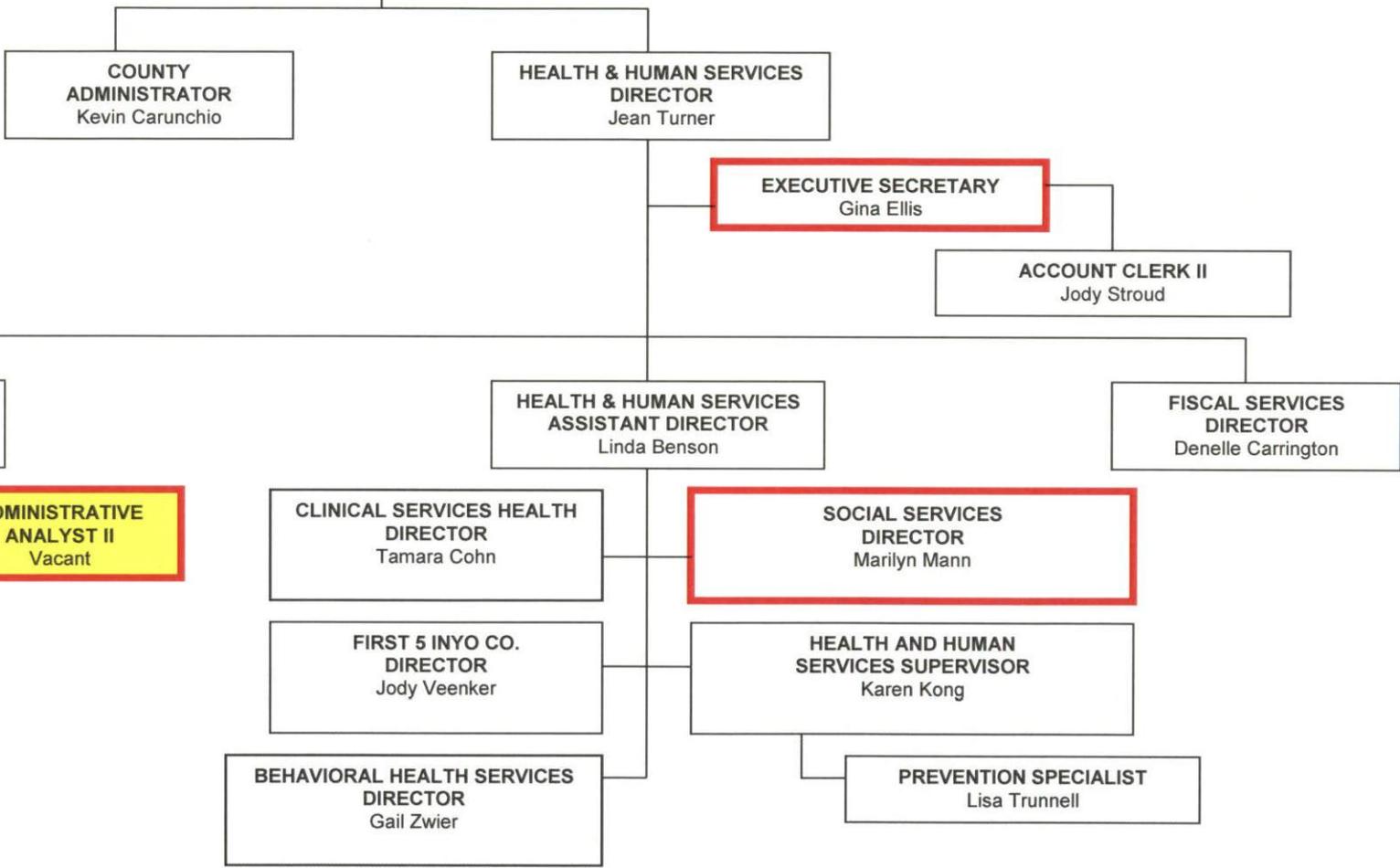
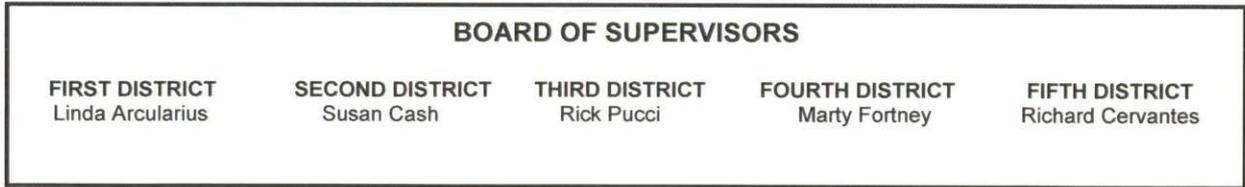
The foster care nurse is off site from the CMS staff and is stationed with the Child Protection Services (CPS) social workers. The foster care nurse consults weekly with the CPS staff at staffings and meets with the CHDP Deputy Director for supervision.

The cross sharing of staff functions has historically facilitated a mechanism committed to the integrating of the CCS and CHDP programs.

**COUNTY OF INYO
HEALTH & HUMAN SERVICES (HHS)**

ADMINISTRATION
Page 1 of 8

Inyo



7

2/10/12

- - MERIT SYSTEMS EMPLOYEE
- - VACANT POSITION
- - OUT OF CLASS EMPLOYEE
- - TEMP POSITION

Inyo

8

2/10/12

**CLINICAL SERVICES
 HEALTH DIRECTOR**
 Tamara Cohn

**HEALTH OFFICER
 (CONTRACT EMPLOYEE)**
 Richard Johnson, MD

**PROGRAM
 MANAGER WIC**
 Sherrie James, R.D.

**WIC
 OFFICE MANAGER**
 Annetta Mullenau

**WIC
 HHS SPECIALIST**
 Marta Jimenez

**Registered Dietician
 (CONTRACT EMPLOYEE)**
 Pamela Horan, R.D.

**PHN CCS/CHDP
 NURSE**
 Nel Hecht

PHN
 Mary Miller

RN (JAIL)
 Linda Richards

RN (JUV)
 Sharon White

**TEMP Registered
 Nurse
 A-PAR**
 Tami McDermith

SUPERVISING FNP
 VACANT

**ADMINISTRATIVE
 SECRETARY III**
 Melissa Best-Baker

HHS SPECIALIST
 Nora Rudder

HHS SPECIALIST
 Tina Gutierrez

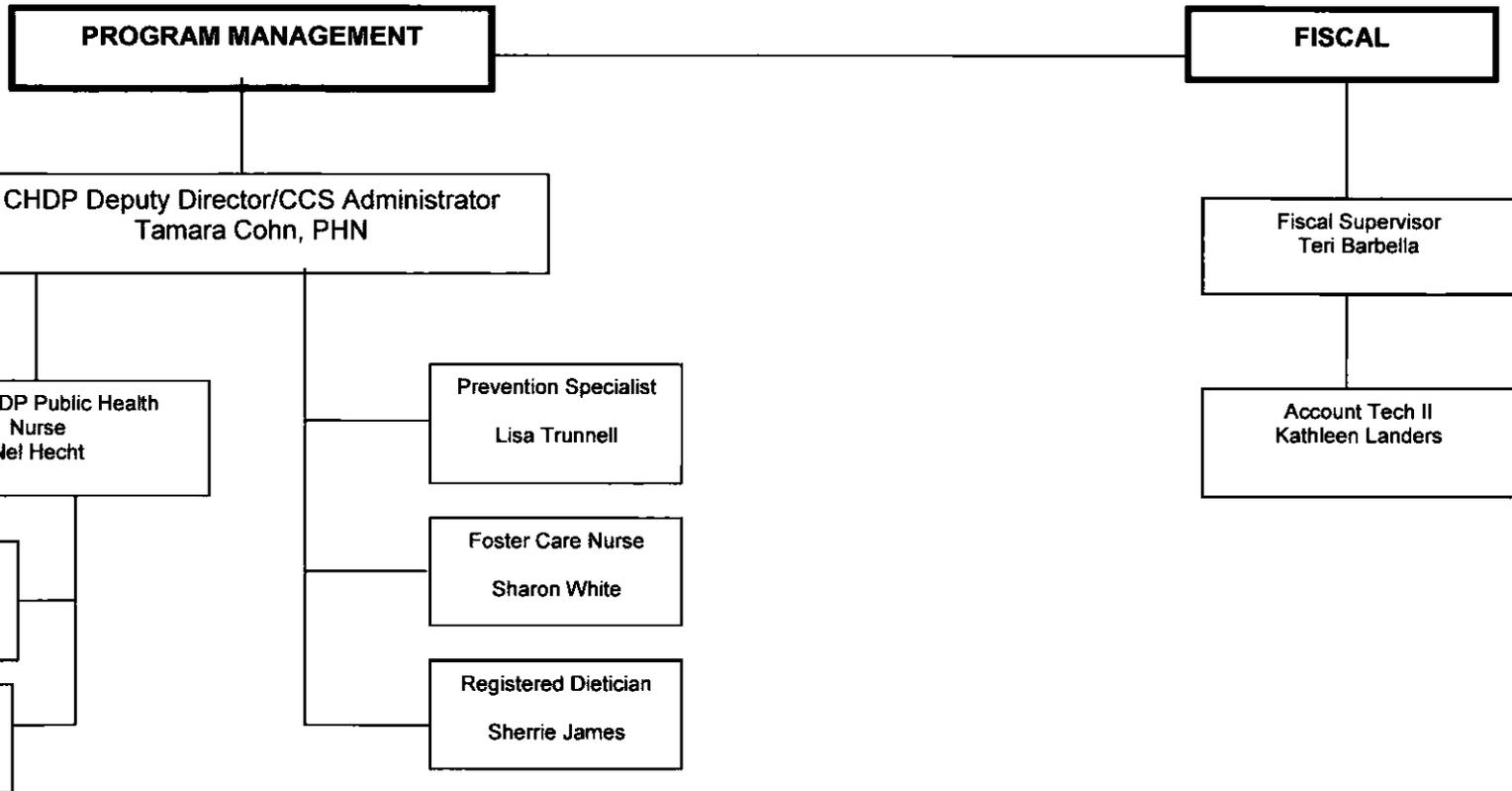
**HHS SPECIALIST
 B-PAR**
 Sandy McWithey

**TEMP HPP
 PREVENTION
 SPECIALIST**
 Gerry Tanksley

- - MERIT SYSTEMS EMPLOYEE
- - VACANT POSITION
- - OUT OF CLASS EMPLOYEE
- - TEMP POSITION

COUNTY OF INYO
HEALTH & HUMAN SERVICES (HHS)
Children's Medical Services (CMS)

Inyo



9

2/10/12

CMS Staffing Standards Profile 2011/2012

Name	Title	Health 045100	CCS Admin 045501	CCS Trtmt 045500	CHDP 045102	MCAH 641610	Tobacco 640310	Ryan White 641210	WIC 641910	IMAAA 612500	SUD 045315	Social Services 055800	Total
Tamara Cohn	Clinical Services Director	60	10		15	5		5	5				100
Nel Hecht	Public Health Nurse		20	25	25	30							100
Nora Rudder	Health & Human Services Specialist	50	50										100
Teri Barbella	Fiscal Supervisor	52	5		5	10		3	5	20			100
Kathleen Landers	Account Tech III	40	3		5	5	20	2	10	15			100
Sharon White	Registered Nurse	50			11.25	25							100
Lisa Trunnell	Prevention Specialist				10	40	25				25	13.75	100
Sherrie James	Registered Dietician				5				90	5			100
Tami McDermith	Registered Nurse	50	50										100

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2010-11

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Incumbent List - California Children's Services

For FY 2010-11, complete the table below for all personnel listed in the CCS budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **HF** for Healthy Families; **IHO** for In-Home Operations, and; **RC** for Regional Center.

County/City: **Inyo** Fiscal Year: **2011-2012**

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Clinical Services Director	Tamara A. Cohn	10	NO	NO
Public Health Nurse	Nel Hecht	20	NO	NO
HHS Specialist	Nora Rudder	50	NO	NO
Account Tech II	Kathleen Landers	5	NO	NO
Fiscal Supervisor	Teri Barbella	3	NO	NO
Registered Nurse	Tami McDermith	50	YES	NO

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2010-11

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Incumbent List - Child Health and Disability Prevention Program

For FY 2010-11, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Inyo

Fiscal Year: **2011-2012**

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Clinical Services Director	Tamara A. Cohn	15	N/A	85	NO	NO
Public Health Nurse	Nel Hecht	25	N/A	75	NO	NO
Prevention Specialist	Lisa Trunnell	10	N/A	90	NO	NO
Account Tech II	Kathleen Landers	5	N/A	95	NO	NO
Fiscal Supervisor	Teri Barbella	5	N/A	95	NO	NO
Registered Nurse	Sharon White	11.25	N/A	88.75	NO	NO
Registered Dietician	Sherrie James	5	N/A	95	NO	NO

Inyo

12

2/10/12



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

REGISTERED NURSE OR PUBLIC HEALTH NURSE

Application Deadline: OPEN UNTIL FILLED

DEPARTMENT: Health and Human Services, Health Division
LOCATIONS: Lone Pine and Bishop, CA
SALARY: **R.N.:** Range 78 \$4527 \$4749 \$4991 \$5241 \$5503**
P.H.N.: Range 80 \$4745 \$4986 \$5239 \$5498 \$5772**

****BENEFITS:** CalPERS Retirement System (2% at 55); employee contribution of 7% paid by Inyo County (EPMC reported as wages). Medical plan – Employee responsibility for employee and dependent monthly premium on PERS Choice plan is 1% of base salary; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: A Registered Nurse/Public Health Nurse is responsible for providing health care services to individuals within the community setting. Functions utilizing nursing policies, procedures, and protocols. Variety of nursing duties to include public health nursing, family planning clinics, jail and juvenile facility nursing, general clinics, immunizations, communicable disease follow-up, and home visits to high risk families; and to do related duties as required.

ESSENTIAL JOB DUTIES: Provides nursing services to individuals in the community; participates in epidemiological investigations in the home, school, or community; participates in the operation of public health clinics by interviewing and counseling patients, performing diagnostic tests, giving prescribed treatment, recording data, and making necessary referrals; utilizes teaching and communication skills to provide accurate and current information to family planning clients; provides medical and psycho-social care to inmates; utilizes medical interviewing techniques to obtain information needed for thorough inmate assessment and participates in 24-hour on-call jail and juvenile facility services program; administers immunizations; performs assessments on high-risk family referrals and provides health education and counseling as needed.

OTHER EXAMPLES OF DUTIES:

Family Planning: Knowledgeable of the psycho-social and medical aspects of sexuality, pregnancy, parenthood, infertility, fertility, pregnancy alternatives, contraception, and sexually transmitted diagnoses; utilizes teaching and communication skills to provide accurate and current information to the family planning client.

Jail/Juvenile Facility Nursing: Provides and coordinates medical and psycho-social care to inmates, under the direct supervision of the Health Officer; utilizes medical interviewing techniques to obtain information needed for thorough inmate assessment; awareness of jail/juvenile facility security issues and problems, preservation of evidence, and usual jail routine; availability for routine on-call status to include physical assessments.

Child and Family Services Nurse: Performs assessments in all high-risk family referrals to include bio-physical aspects, parent-child relationship, general child care, nutritional intake, and growth and development; provides pre-pregnancy preparation classes for women seeking pregnancy and parenting classes for families; participates in Multi-Disciplinary Team case reviews; participates in related community service activities as needed.

General Clinics: Assists with obtaining accurate medical history; provides care and follow-up as indicated.

Immunizations: Knowledgeable of childhood and foreign travel immunizations to include: schedule, possible reactions and appropriate response. Administers immunizations appropriately and is alerted to possible anaphylactic reaction and treatment.

Communicable Disease Control: Understands communicable disease process to include: infectious agent, reservoir, model of transmission, incubation period, and period of communicability; assists with identification and treatment disease (if indicated), and epidemic follow-up.

EMPLOYMENT STANDARDS

Registered Nurse: Must possess a current California Registered Nurse license.

Public Health Nurse: Must possess a current California Registered Nurses license; Public Health Nurse with a B.S.N. degree.

Special requirements: Must have physical ability to produce written documentation by hand or computer; sit, stand, walk, twist, and lift and carry up to 30 pounds; climb and descend stairs. Must show proof of Rubella, Measles, and Hepatitis B immunizations; must possess a valid California driver's license; must pass County pre-employment background investigation and physical examination, including drug screen.

NEPOTISM POLICY: A copy of Inyo County Personnel Rules and Regulations, Section 107, is available upon request.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and will include a qualification screening and oral interview.

APPLICATION: Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526. **This recruitment will remain open until position is filled.** Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. Incomplete applications will not be processed. **It is not acceptable to complete the application with statements like, "See/Refer to Resume," or "See Attached".**

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancha) and the Death Valley area (Death Valley, Shoshone, and Tecopa). Additionally, the County of Inyo has work sites located in Mono County. Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head.

California Children's Services Caseload Summary Form

County: Inyo

Fiscal Year: 2011-2012

	A		B				
	08-09 Actual Caseload	% of Grand Total	09-10 Actual Caseload	% of Grand Total			10-11 Estimated Caseload based on first three quarters
MEDI-CAL							
1	Average of Total Open (Active) Medi- Cal Children	65	58%	62	61%	57	66%
2	Potential Case Medi-Cal	4	3%	4	4%	3	3%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	69	61%	66	65%	60	69%
NON MEDI-CAL							
Healthy Families							
4	Average of Total Open (Active) Healthy Families	11	10%	10	10%	8	9%
5	Potential Cases Healthy Families	1	1%	1	1%	0	0%
6	Total Healthy Families (Row 4 + Row 5)	12	11%	11	11%	8	9%
Straight CCS							
7	Average of Total Open (Active) Straight CCS Children	28	25%	21	21%	16	18%
8	Potential Cases Straight CCS Children	4	3%	3	3%	3	3%
9	Total Straight CCS (Row 7 + Row 8)	32	28%	24	24%	19	21%
10	TOTAL NON MEDI- CAL (Row 6 + Row 9)	44	39%	35	35%	27	31%
GRAND TOTAL							
11	(Row 3 + Row 10)	113	100%	101	101%	87	100%

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

County/City:	FY 08-09		FY 09-10		FY 10-11	
Basic Informing and CHDP Referrals						
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	212	Unavailable	Unavailable	Unavailable	Up to 120 a month of cases	Children 247
2. Total number of cases and recipients in "1" requesting CHDP services	Cases	Recipients	Cases	Recipients	Cases	Recipients
a. Number of CalWORKs cases/recipients	63	118	17	Unavailable	5	6
b. Number of Foster Care cases/recipients	16	16	27	27	1	4
c. Number of Medi-Cal only cases/recipients	142	258	47	Unavailable	26	41
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:						
a. Medical and/or dental services	184	Unavailable		51		

b. Medical and/or dental services with scheduling and/or transportation	92	133	46	
c. Information only (optional)	245	Unavailable	Unavailable	
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	177	112	118	
Results of Assistance				
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff		51	68	73
6. Number of recipients in "5" who actually received medical and/or dental services		60	68	54

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2010-11

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: Inyo

Fiscal Year: 2011-2012

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From/To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Inyo County SELPA	IAA	8/2011-8/2013	8/2011	Tamara A. Cohn	Yes
HCPFC	MOU	7/1/10-6/30/12	7/2010	Tamara A. Cohn	No
Public Health & Social Services	MOU	7/1/10-6/30/12	7/2010	Tamara A. Cohn	No

Inyo

18

2/10/12

Interagency Agreement
Between
Inyo County SELPA
And
California Children's Services Program
(Inyo County)

August 2011

Inyo County MOU
IAA SELPA/CCS

TASK	COUNTY CCS MTP	COUNTY SELPA/LEA
LIAISON	<p>The MTP Liaison is Nel Hecht. The MTP Liaison will coordinate services for each MTP eligible child with the SELPA/LEA Liaison.</p> <p>The MTP Liaison and local CCS Administrator will meet annually with the SELPA/LEA Liaison and SELPA to review and modify if necessary the IAA.</p>	<p>The SELPA/Administrative Unit (AU) will be the Liaisons for the County of Inyo. The SELPA/AU will coordinate special education referrals and services of all MTP eligible children within the county with the MTP Liaison. The SELPA/LEA Liaison is: Karen Watson.</p> <p>The SELPA/LEA Liaisons and SELPA will meet annually with the MTP Liaison and local CCS Administrator to review and modify if necessary the IAA.</p>
REFERRALS AND MEDICAL ELIGIBILITY DETERMINATION	<p>The MTP Liaison shall accept a complete LEA Referral from the SELPA/LEA Liaison(s) of a pupil (0-21 years of age), who may have or is suspected of having a neuromuscular, musculoskeletal, or other physical impairment and may require medically necessary occupational therapy or physical therapy.</p> <p>A complete referral includes: Referral form, available</p>	<p>The SELPA/AU shall utilize the LEA Referral to CCS Medical Therapy Form.</p> <p>The SELPA/AU shall assure that all referrals to CCS for MTP services include the (1) LEA Referral Form, (2) a signed CCS application by the parent/legal guardian, (3) Interagency</p>

	<p>medical reports describing child's condition, CCS Application, Consent to Exchange Information</p> <p>The MTP Liaison will notify the SELPA/LEA Liaison and parent of an incomplete referral (RRI) within 5 days of making this determination.</p> <p>If the referral is complete, the MTP Liaison will notify the SELPA/LEA Liaison and parent within 5 days to obtain consent for the Medical Eligibility Assessment Plan (Form RR2). The MTP Liaison will forward the completed referral and signed Assessment Plan to the Southern California Regional Office (SCRO) for determination for Medical Eligibility for MTP.</p> <p>The SCRO will determine if there is adequate documentation to determine medical eligibility for the MTP and notify MTP Liaison.</p>	<p>consent, and (4) any supporting medical documentation that describes the child's physical dysfunction.</p> <p>The SELPA/LEA Liaison shall keep the IEP team informed of the status of the referral for MTP services for maintenance of the IEP time line.</p>
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	<p>If insufficient medical documentation, the parents will be notified (RR3) by MTP Liaison.</p> <p>If approved, SCRO will notify the MTP Liaison within 5 days of the determination of medical eligibility and the MTP Liaison will forward written documentation to the family (Form RR4).</p> <p>If denied, SCRO will notify the MTP Liaison, parents, and SELPA/LEA Liaison within 5 days of the medical ineligibility (NOA). Parents may utilize the CCS appeal process.</p>	
<p>ASSESSMENT OFR MEDICALLY NECESSARY OCCUPATIONAL THERAPY OR PHYSICAL THERAPY.</p>	<p>SCRO will identify the required assessment areas for each child. The MTP Liaison shall obtain consent to complete the Assessment and provide services by sending the Therapy Assessment Plan (RR5), CCS Program Services Agreement (PSA form), and consent for MTP Services (RR6), to the parent/care giver for signature.</p> <p>Upon receipt of the necessary parent/legal</p>	

	<p>guardian consents, the MTP Liaison will forward a copy of the signed Therapy Assessment Plan (RR5) to the SELPA/LEA Liaison. If there is a time delay before the next MTC, SCRO will authorize a local CCS paneled MD to evaluate the child. This is limited to financially eligible CCS children. This is for the purpose to obtain a current medical exam and therapy prescription.</p> <p>The MTP Liaison will obtain a prescription for OT/PT evaluation from a CCS paneled physician, MTC, or a standing order. The prescription will be sent to SCRO. SCRO will authorize an evaluation to a CCS paneled therapist nearest the child's home.</p> <p>The MTP Liaison will notify and assist the family in scheduling the OT/PT evaluation.</p> <p>The therapy evaluation report will be forwarded to SCRO. SCRO will complete the Therapy Plan (RR8). SCRO will forward the</p>	
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	<p>therapy report proposed therapy plan to the prescribing MD and for signature. A signed Therapy Plan will be forwarded to the parent, SELPA Liaison & MTP Liaison.</p> <p>The MTP Liaison will notify the SELPA/LEA and the parent of program status (RR9). If there is a prolonged delay, the MTP Liaison will notify the SELPA/LEA of the status of the assessment (RR10).</p>	<p>The SELPA/LEA Liaison shall keep the IEP team informed of the status of the MTP services and assist the parent when necessary.</p>
<p>MEDICAL THERAPY CONFERENCE</p>	<p>The MTP Liaison will notify the SELPA/LEA Liaison and parent 10 days in advance of the MTC appointment (RR7)</p> <p>The parent or caregiver is required to attend the MTC with the child. Other members of the IEP team may participate in the multi-disciplinary discussion with the parent's consent.</p> <p>The MTC shall be held in a CCS paneled physician's office.</p>	<p>The SELPA/LEA Liaison shall forward the MTC appointment notice, with parent consent to the IEP team. The notice will serve as an invitation for the SELPA/LEA Liaison or member of the IEP team to attend the MTC conference, and possible modification to the ongoing plan.</p> <p>The SELPA/LEA Liaison or member of the IEP team must notify the MTP Liaison and parent of the intent to participate in MTC.</p>

	<p>There shall be a private physical exam. The MTC physician(s) will assess the child's need for medically necessary occupational and/or, physical therapy based on the child's physical and functional status and the need for orthotics, durable medical equipment and speciality medical referrals related to the child MTP eligible condition.</p> <p>The MTC shall determine the need for medically necessary occupational and/or physical therapy and a CCS signed approved Therapy Plan by the MTC physician. A copy of the Therapy Plan is given to the parent and sent to the SELPA/LEA Liaison with parent consent.</p> <p>A parent who is in disagreement with the approved Therapy Plan shall present their concerns at the Medical Therapy Conference or in writing to the MTP Liaison. The MTP Liaison will contact SCRO of the concerns</p>	
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	for review and/or referral for expert physician opinion.	
EXCHANGE OF INFORMATION	The county CCS program in coordination with the SELPA/LEA program shall develop a form for parent/legal guardian consent that allows for exchange of information between agencies for a specified period of time.	The SELPA/LEA in coordination with the county CCS program shall develop a form for parent/legal guardian's consent that allows for the exchange of information between agencies for a specified period of time.
PROFESSIONAL STANDARDS	<p>The SCRO shall assure that PT services are provided by a CCS paneled physical therapist or by a licensed physical therapy assistant under the supervision of a CCS paneled physical therapist.</p> <p>The SCRO shall assure that OT services are provided by a CCS paneled occupational therapist or a certified occupational therapy assistant under the supervision of a CCS paneled occupational therapist.</p> <p>When a CCS paneled therapist is not available to provide</p>	<p>The SELPA/LEA shall assure that PT services are provided by a physical therapist or physical therapy assistant that is licensed by the State of California in accordance with the Section 2620 et seq. of the Business and Professional Code as established by the Physical Therapy Board of California.</p> <p>The SELPA/LEA shall assure that OT services are provided by a certified occupational therapist or certified occupational therapy assistant that holds a current certification from the National Board of Certification for Occupational Therapy in accordance with Section 2570 of the Business and Professions Code and the American Occupational Therapy Association, Standards of Practice or Occupational Therapy AJOT 48(12)1039-1043.</p> <p>The SELPA/LEA shall assure the provision of service is consistent with the program guideline standards for Occupational Therapy in California Public Schools, 1996</p>

	<p>the service, a non-paneled therapist at the discretion of the State CCS Therapy Consultant may be authorized by the SCRO.</p>	
<p>PROVISION OF SERVICE</p>	<p>The Southern California Regional Office shall monitor the provision of medically necessary therapy services for consistency with CCS policies and procedures.</p> <p>CCS will not provide therapy services that duplicate or conflict with the CCS Approved Therapy Plan.</p> <p>The SCRO will authorize the medically necessary therapy contained in the CCS approved Therapy Plan to a CCS paneled therapist for the duration of the prescription. A copy of the authorization will be sent to the parent and SELPA/LEA.</p> <p>When the SCRO is unable to authorize the medically necessary therapy services contained in the CCS Approved Therapy Plan the CCS State Therapy</p>	<p>The LEA will not provide therapy services that duplicate or conflict with the CCS Approved Therapy Plan.</p> <p>The SELPA/LEA Liaison will coordinate with the MTP Liaison when the CCS Approved Therapy Plan is contained in the IEP.</p> <p>The SELPA/LEA Liaison will notify the IEP team, when CCS is unable to provide the medically necessary therapy services contained in the CCS Approved Therapy Plan.</p>

	<p>Consultant will notify the MTP Liaison. The MTP Liaison will notify the parent and SELPA/LEA Liaison.</p> <p>When the CCS program is unable to provide the medically necessary therapy services contained in the CCS Approved Therapy Plan and the child's IEP, the MTP Liaison will notify the SELPA/LEA in written agreement to reimburse the SELPA/LEA for the provision of these services for the duration of the prescription.</p>	<p>The SELPA/LEA will notify in writing the MTP Liaison of the effective date when the medically necessary therapy services as stated in the CCS Approved Therapy Plan and contained in the child's IEP will begin.</p>
<p>INDIVIDUAL EDUCATION PLAN (IEP)</p>	<p>The MTP Liaison shall represent the MTP at IEP meetings when requested to attend. An authorized CCS therapy provider may not represent the MTP at the IEP meeting.</p> <p>The MTP Liaison will review the CCS Therapy Plan with the IEP Team to assure non-duplication or conflict with MTP services, and identify any new area of MTP service not covered in the proposed/approved CCS Therapy Plan. If changes to the</p>	<p>The SELPA/LEA Liaison shall provide 10 days notice to the MTP Liaison of an IEP meeting of all MTP participants and potentially eligible children. The notice shall identify when the MTP Liaison is requested to attend.</p> <p>The LEA Liaison shall assist the IEP team when determining if the medically necessary therapy services identified in the proposed/approved CCS Therapy Plan is necessary for the child to benefit from special education.</p>

	<p>Therapy Plan are needed, the MTP Liaison will consult with the State Therapy Consultant.</p> <p>The State CCS Therapy Consultant shall be available to teleconference with the IEP team when necessary.</p>	<p>The LEA Liaison shall arrange for a speaker phone when the State CCS Therapy Consultant participates in the IEP meeting.</p>
<p>PROBLEM RESOLUTION</p>	<p>The MTP Liaison and CCS Administrator shall participate with the SELPA/LEA Liaison in local dispute resolution involving the provision of medically necessary therapy services.</p> <p>Problems that can not be resolved at the local level will be referred to SCRO. Unresolved problems shall be referred to the Chief of the Children's Medical Services Branch.</p>	<p>The SELPA/LEA Liaison and SELPA Director shall participate with the MTP Liaison and CCS Administrator in local dispute resolution involving the provision of medically necessary therapy services.</p> <p>Problems that can not be resolved at the local level will be referred to the SELPA Director. Unresolved problems shall be referred to the California Department of Education, as per Government Code Section 7585(a).</p>
<p>TRANSPORTATION</p>	<p>Transportation to the MTC and/or vendor therapy site for medically necessary therapy services is not a benefit of the CCS MTP.</p>	<p>The IEP shall include transportation to and from the vendor therapy site as a related service when the CCS Approved Plan is included in the IEP.</p>
<p>SPACE AND EQUIPMENT</p>	<p>The State CCS Therapy Consultant in collaboration with CCS Administrator and the SELPA Director shall determine the need for</p>	<p>The SELPA Director in collaboration with State CCS Therapy Consultant shall determine the need for establishing a primary Medical Therapy Unit in the county.</p>

	<p>establishing a primary Medical Therapy Unit in the county.</p> <p>The State CCS Therapy Consultant shall identify the need for equipment and supplies necessary for MTP services in the county.</p> <p>Those items that are necessary for the MTP case management, medical supplies required for the individual treatment of a MTP eligible child and MTC shall be provided by the county CCS program.</p> <p>Therapeutic equipment not available at a CCS paneled providers office which is necessary for the provision of medically necessary therapy services shall be provided by the SELPA.</p>	<p>To discuss: The SELPA shall identify the LEA(s) responsible for the provision of equipment and supplies necessary for MTP services in the county.</p> <p>The SELPA/LEA shall establish an annual budget for the provision of medically necessary therapy services in the county.</p>
<p>STAFF DEVELOPMENT</p>	<p>The MTP Liaison will plan joint staff development activities for CCS and education staff members in coordination with the LEA Liaison.</p> <p>To include:</p>	<p>The SELPA/LEA Liaison will plan joint staff development activities for education and CCS staff members in coordination with the MTP Liaison.</p>

	<p>Referral Process Participation in IEP Participation in MTC Medically necessary therapy services DME</p>	
<p>INTERAGENCY DISPUTE RESOLUTION</p>	<p>The Southern California Regional Office will work with the local CCS Administrator and MTP Liaison to resolve local disputes with the SELPA/LEA prior to filing a complaint with either the Secretary of Health and Human Services or the Superintendent of Public Instruction.</p>	<p>The SELPA will work to resolve local disputes with the CCS program prior to filing a complaint with either the Secretary of Health and Human Services or the Superintendent of Public Instruction.</p>
<p>FISCAL RESPONSIBILITIES</p>	<p>The county CCS program will reimburse at MediCal rates the SELPA/LEA for the provision of medically necessary therapy services identified in the CCS Approved Therapy Plan and contained in the IEP that cannot be provided by an authorized CCS therapy provider.</p> <p>The county CCS program will require documentation of the services provided by the LEA therapy provider to assure compliance with the CCS Approved Therapy Plan/IEP.</p>	<p>The SELPA/LEA will submit a monthly/quarterly bill to the county CCS program for medically necessary therapy services identified in the CCS Approved Therapy Plan and contained in the IEP.</p> <p>The LEA will submit with the bill signed daily documentation of the medically necessary therapy services provided by the LEA provider in compliance with the CCS Approved Therapy Plan/IEP.</p> <p>Documentation of medically necessary therapy services provided by the SELPA/LEA shall include: a. <u>An initial Therapy evaluation summary shall contain:</u></p>

		<ul style="list-style-type: none"> • Findings of required testing per CCS diagnosis • Functional level of ADLs (PT=mobility, OT=self care) • Recommendations for medical necessary therapy services • Proposed treatment plan recommendations for orthotics/aides/equipment/medical consultations <p>b. <u>Quarterly Therapy Progress Note</u> shall contain:</p> <ul style="list-style-type: none"> • Summary of therapy • Child's response to therapy <p>c. A 6 month therapy re-evaluation summary shall contain:</p> <ul style="list-style-type: none"> • Finding of testing that supports the treatment plan • Current functional level of ADLs (PT=mobility, OT=self care) • Benefits of previous therapy • Recommendations for continued medical necessary therapy services • Proposed treatment plan • Recommendations for orthotics/aides equipment and medical consultation
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Signature of the undersigned indicate intent to develop policies and procedures that will successfully develop the local Medical Therapy Program (MTP) and coordination with SELPA/Administrative unit.

This interagency agreement is in effect from August 1, 2011 through August 1, 2013, unless revised by mutual agreement.

Date: 7/27/2011



Tamara A. Cohn
Administrator of CCS Program

Date: _____

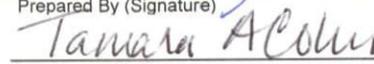


Karen Watson
Special Education

**CHDP Administrative Budget Worksheet for FY 2011-12
No County/City Match
State and State/Federal**

County/City Name: INYO

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses											
1. Tamara Cohn, PHN	15%	\$ 99,144	\$14,872	0%	\$0	100%	\$14,872	70%	\$10,410	30%	\$4,461.5
2. Nel Hecht, PHN	25%	\$ 86,302	\$21,576	0%	\$0	100%	\$21,576	70%	\$15,103	30%	\$6,472.7
3. Teri Barbella Admin Analyst	5%	\$ 52,827	\$2,641	0%	\$0	100%	\$2,641	0%	\$0	100%	\$2,641.4
4. Kathleen Landers, Account Tech	5%	\$ 42,092	\$2,105	0%	\$0	100%	\$2,105	0%	\$0	100%	\$2,104.6
5. Sharon White, RN	5%	\$ 78,063	\$3,903	0%	\$0	100%	\$3,903	70%	\$2,732	30%	\$1,170.9
6. Sherrie James, RD	5%	\$ 67,638	\$3,382	0%	\$0	100%	\$3,382	70%	\$2,367	30%	\$1,014.6
7. Lisa Trunnell, Prevention Specialist	10%	\$ 47,676	\$4,768	0%	\$0	100%	\$4,768	70%	\$3,337	30%	\$1,430.3
8.											
9.											
10.											
Total Salaries and Wages			\$53,246		\$0		\$53,246		\$33,950		\$19,296
Less Salary Savings											
Net Salaries and Wages			\$53,246		\$0		\$53,246		\$33,950		\$19,296
Staff Benefits (Specify %) 0.00%			\$ 25,415		\$0		\$25,415		\$17,791		\$7,625
I. Total Personnel Expenses			\$78,661		\$0		\$78,661		\$51,740		\$26,920
II. Operating Expenses											
1. Travel			\$1,000				\$1,000		\$500		\$500
2. Training			\$900				\$900		\$450		\$450
3. Gen'l operating / office supplies			\$2,243		\$254		\$1,989				\$1,989
4. Motor Pool			\$900				\$900				\$900
5. Utilities			\$765				\$765				\$765
6. Rent, Bldg & Maint.			\$894				\$894				\$894
7.											
8.											
9.											
10.											
II. Total Operating Expenses			\$6,702		\$254		\$6,448		\$950		\$5,498
III. Capital Expenses											
1.											
2.											
3.											
4.											
5.											
II. Total Capital Expenses			\$0		\$0		\$0				\$0
IV. Indirect Expenses											
1. Internal (Specify %) 0.00%			\$1,159				\$1,159				\$1,159
2. External (Specify %) 0.00%			\$0				\$0				\$0
IV. Total Indirect Expenses			\$1,159				\$1,159				\$1,159
V. Other Expenses											
1.											
2.											
3.											
4.											
5.											
V. Total Other Expenses			\$0		\$0		\$0				\$0
Budget Grand Total			\$86,522	\$0	\$254	\$0	\$86,268	\$0	\$52,690	\$0	\$33,577

	1-31-12	(760) 878-0231	tbarbella@inycounty.us
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
	2/16/2012	(760) 873-7868	tcohn@inycounty.us
CHDP Director or Deputy Director	Date	Phone Number	Email Address

**Child Health and Disability Prevention Program
 INYO County
 Budget Narrative
 Fiscal Year 2011-12**

I. PERSONNEL EXPENSES

Total Salaries:	\$53,246	
Total Benefits:	<u>\$25,415</u>	
Total Personnel Expenses:	\$78,661	Decrease from prior year due to staff change.
Clinical Services Director Tamara Cohn		This position is budgeted at 15% and is unchanged from prior year.
PHN Nel Hetch		This position is budgeted at 25%
Administrative Analyst II Teri Barbella		This position is budgeted at 5%
Account Technician Kathleen Landers		This position is budgeted at 5% and is unchanged from prior year
Registered Nurse Sharon White		This position is budgeted at 5% which is a decrease from prior year.
Registered Dietician Sherrie James		This position is budgeted at 5% and is unchanged from prior year
Prevention Specialist Lisa Trunnell		This position is budgeted at 10% and is unchanged from prior year.

II. OPERATING EXPENSES

Travel	\$1,000	Staff to attend trainings and conferences, small increase from prior year.
Training	\$900	
General Operating/office supplies	\$2,243	
Motor Pool	\$900	In county travel and (to and from State Conferences), unchanged from prior year
Utilities	\$765	Includes phone, electricity, gas etc. slight increase from prior year
Rent, Bldg & Maint.	\$894	Small increase from prior year
Total Operating Expenses:	<u>\$6,702</u>	

III. CAPITAL EXPENSES

Total Capital Expenses:	<u>\$0.00</u>	No Capital Expenses planned for FY11/12
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IV. INDIRECT EXPENSES

Total Indirect Expenses:	<u>\$1,159</u>	Rates are set by the CAO. Public Liability insurance, County financial accounting / payroll system
	\$1,159	

VI OTHER EXPENSES

Total Other Expenses:	<u>\$0</u>
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BUDGET GRAND TOTAL:	<u>\$86,522</u>
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HPCFC Administrative Budget Summary Fiscal Year 2011-12

County/City Name: INYO

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$6,894	\$5,860	\$1,034
II. Total Operating Expenses	\$0	\$0	\$0
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$36		\$36
V. Total Other Expenses			
Budget Grand Total	\$6,930	\$5,860	\$1,070

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	\$2,000	\$1,465.00	\$535
Federal Funds (Title XIX)	\$4,930	\$4,395	\$535
Budget Grand Total	\$6,930		

	<u>2-1-12</u>	(760) 878-0231	tbarbella@inyocounty.us
Prepared By (Signature)	Date Prepared	Phone Number	Email Address
	<u>2/6/2012</u>	(760) 873-7868	tcohn@inyocounty.us
CHDP Director or Deputy Director (Signature)	Date	Phone Number	Email Address

Inyo

36

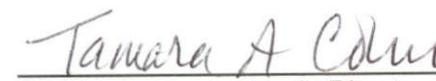
2/10/12

HCPFCF Administrative Budget Worksheet Fiscal Year 2011-12

County/City Name: INYO

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. Sharon White, RN	6.25%	\$78,063	\$4,879	85%	\$4,147.10	15%	\$731.84
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	6.25%		\$4,879		\$4,147		\$732
Less Salary Savings							
Net Salaries and Wages							
Staff Benefits (Specify %) 0.00%			\$2,015		\$1,712.75		\$302.25
I. Total Personnel Expenses			\$6,894		\$5,860		\$1,034
II. Operating Expenses							
1. Travel							
2. Training							
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
III. Total Capital Expenses							
IV. Indirect Expenses (10% Cap)							
1. Internal (Specify %) 0.00%			\$36				\$36
2. External							
IV. Total Indirect Expenses			\$36				\$36
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			\$6,930		\$5,860		\$1,070

 2-1-12
 Prepared By (Signature) Date prepared 760-878-0231 Phone Number tbarbella@inyocounty.us Email Address

 2/16/2012
 CHDP Director or Deputy Director (Signature) Date 760 873-7868 Phone Number tcohn@inyocounty.us Email Address

**HCPCFC
 INYO County
 Budget Narrative
 Fiscal Year 2011-12**

I. PERSONNEL EXPENSES

Total Salaries:	\$4,879
Total Benefits:	<u>\$2,015</u>
Total Personnel Expenses:	\$6,894

Registered Nurse Sharon White	This position is budgeted at 6.25%, which is a decrease from prior year due to State budget cuts.
--------------------------------------	---

II. OPERATING EXPENSES

Travel	\$0	No travel planned for FY11/12
Training	\$0	

Total Operating Expenses:	<u> </u>	No operating expenses
	\$0	

III. CAPITAL EXPENSES

Total Capital Expenses:	<u> </u>	\$0.00 No Capital Expenses planned for FY11/12
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IV. INDIRECT EXPENSES

Total Indirect Expenses:	<u> </u>	\$36 Pays for some Public Liability insurance.
	\$36	

VI. OTHER EXPENSES

Total Other Expenses:	<u> </u>	\$0
-----------------------	-----------------------------	-----

BUDGET GRAND TOTAL:	\$6,930
----------------------------	----------------

Inyo

CCS CASELOAD	Caseload	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	53	61%
Potential Cases Medi-Cal	7	8%
TOTAL MEDI-CAL	60	69%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	7	8%
Potential Cases HF	1	1%
Total Healthy Families	8	9%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	17	20%
Potential Cases Straight CCS	2	3%
Total Straight CCS	19	22%
TOTAL NON MEDI-CAL	27	31%
GRAND TOTAL	87	100%

CCS Administrative Budget Summary for FY 2011 - 12

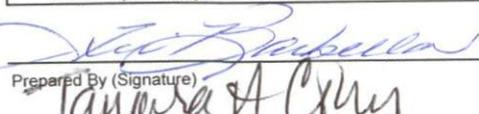
County Name: INYO

39

Column	1	2	3	4	5
Category/Line Item	Total Budget	Non-Medi-Cal County/State/HF County/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expense	\$89,992	27913	62079	42453	19626
II. Total Operating Expense	2313	718	1596	414	1181
III. Total Capital Expense	0	0	0		0
IV. Total Indirect Expense	270	84	186		186
V. Total Other Expense	7500	2325	5175		5175
Budget Grand Total	\$100,075	\$31,040	\$69,036	\$42,867	\$26,168

2/10/12

Column	1	2	3	4	5
Source of Funds	Total Budget	Non-Medi-Cal County/State/HF Co/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
Straight CCS					
State	10,619	10,619			
County	10,619	10,619			
CCS Healthy Families					
State	1,715	1,715			
County	1,715	1,715			
Federal (Title XXI)	6,371	6,371			
Medi-Cal Funds:					
State	23,801		23,801	10,717	13,084
Federal (Title XIX)	45,235		45,235	32,150	13,084

Prepared By (Signature) 
 CCS Administrator (Signature)

Date Prepared 2/9/2012
 Date

760-878-0231 Phone Number
 760-873-7868 Phone Number
 tbarbella@inyocounty.us Email Address
 tcohn@inyocounty.us Email Address

Inyo

CCS Administrative Budget Worksheet for FY 2011- 12

County Name: INYO

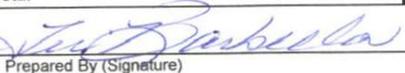
CCS CASELOAD	Actual Caseload	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	53	61%
Potential Cases Medi-Cal	7	8%
TOTAL MEDI-CAL	60	69%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	7	8%
Potential Cases HF	1	1%
Total Healthy Families	8	9%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	17	20%
Potential Cases Straight CCS	2	3%
Total Straight CCS	19	22%
TOTAL NON MEDI-CAL	27	31%
GRAND TOTAL	87	100%

40

Column	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (50/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Nonenhanced State/Federal (50/50)
I. Personnel Expense											
Program Administration											
1. Clinical Services Director - T.Cohn	10%	\$91,800	\$9,180	31%	\$2,861	69%	\$6,319			100%	\$6,319
Subtotal		\$91,800	\$9,180		\$2,861		\$6,319				\$6,319
Medical Case Management											
1. PHN - N. Hecht	20%	\$76,452	\$15,290	31%	\$4,740	69%	\$10,550	80%	\$8,440	20%	\$2,110
2. RN - T. McDermith	50%	\$24,561	\$12,281	31%	\$3,807	69%	\$8,474	80%	\$6,779	20%	\$1,695
Subtotal		\$101,013	\$27,571		\$8,547		\$19,024		\$15,219		\$3,805
Other Health Care Professionals											
Subtotal											
Ancillary Support											
Subtotal											
Clerical and Claims Support											
1. Administrative Analysis II - T. Barbella	5%	\$52,827	\$2,641	31%	\$819	69%	\$1,823	0%	\$0	100%	\$1,823
2. Account Tech - K.Landers	3%	\$42,092	\$1,263	31%	\$391	69%	\$871	0%	\$0	100%	\$871
3. HHS Specialist - N. Rudder	50%	\$40,560	\$20,280	31%	\$6,287	69%	\$13,993	80%	\$11,195	20%	\$2,798
Subtotal		\$135,479	\$24,184		\$7,497		\$16,687		\$11,195		\$5,492
Total Salary and Wages			\$60,935		\$18,905		\$42,030		\$26,414		\$15,616
Less Salary Savings											
Net Salary and Wages		\$328,292	\$60,935		\$18,905		\$42,030		\$26,414		\$15,616
Staff Benefits (Specify %)	0.00%		\$29,057	31%	\$9,008	69%	\$20,049	80%	\$16,039	20%	\$4,010
I. Total Personnel Expense			\$89,992		\$27,913		\$62,079		\$42,453		\$19,626

2/10/12

II. Operating Expense											
1. Travel			\$300	31%	\$93	69%	\$207	100%	\$207		
2. Training			\$300	31%	\$93	69%	\$207	100%	\$207		
3. General Office / Operating Expense			\$563	31%	\$175	69%	\$388			100%	\$388
4. Professional Services			\$750	31%	\$233	69%	\$517			100%	\$517
5. Building / rent maintenance			\$0	31%	\$0	69%	\$0			100%	\$0
6. Utilities			\$100	31%	\$31	69%	\$69			100%	\$69
7. Motor Pool			\$300	31%	\$94	69%	\$207			100%	\$207
II. Total Operating Expense			\$2,313		\$718		\$1,595		\$414		\$1,181
III. Capital Expense											
III. Total Capital Expense											
IV. Indirect Expense											
1. Internal			\$270	31%	\$84	69%	\$186			100%	\$186
2. External											
IV. Total Indirect Expense			\$270		\$84		\$186				\$186
V. Other Expense											
1. Maintenance and Transportation			\$7,500	31%	\$2,325		\$5,175			100%	\$5,175
V. Total Other Expense			\$7,500		\$2,325		\$5,175				\$5,175
Budget Grand Total			\$100,075		\$31,040		\$69,035	\$0	\$42,867	\$0	\$26,168

Teri Barbella  02/07/12 (760) 878-0231 tbarbella@inyocounty.us
 Prepared By (Signature) Date Prepared Phone Number email address
 Tamara Adams  2/9/2012 (760) 873-7868 tcohn@inyocounty.us
 CCS Administrator (Signature) Date Signed Phone Number email address



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 7
--

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Transfer of surplus Independence Streetlighting District light poles and arms

DEPARTMENTAL RECOMMENDATIONS:

- 1) Authorize the the transfer of two surplus light poles and arms to the Lone Pine School District for use on the Lone Pine Sports Complex.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During the 2009-2010 Caltrans highway construction through Independence, nineteen (19) Caltrans Type 15 poles, arms and lumanires were removed and replaced with historic style aggregate poles and some Type 15 lighting at main intersections. The County retained the old steel poles, arms and lumanaires and has them in storage. Four of the poles and arms will be used for the ESTA parking improvements. At this time, the remainder of the poles and arms do not have an identified purpose.

The Lone Pine School District recenty inquired regarding the possibility of obtaining and installing two of the surplus poles and arms, which would be used to illuminate the area adjacent to the equipment storage and snack bar building due to continued vandalism.

The Public Works Department recommends the transfer of two poles and arms to the School District for the proposed lighting installation.

ALTERNATIVES:

- 1) Not to authorize the transfer of the surplus poles and arms.

OTHER AGENCY INVOLVEMENT:

Independence Streetlighting District and the Lone Pine Unified School District.

FINANCING: None.

COUNTY COUNSEL: NA	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 NA	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR NA	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 8-6-12



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: Water Department

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Letter of permission from LADWP to proceed with Saltcedar removal and treatment on LADWP land

DEPARTMENTAL RECOMMENDATION:

The Water Department requests your Board authorize the Board Chairman to sign a letter granting the Water Department permission to proceed with Saltcedar removal and treatment on LADWP land in the Lower Owens River Project area.

SUMMARY DISCUSSION:

The Water Department Saltcedar Control Program has received funding from the State of California Wildlife Conservation Board to continue our control and treatment program in the LORP area. This letter is required to proceed with work that we have funded and committed to perform under State of California Wildlife Conservation Board Grant Agreement No. WC-1156TR.

ALTERNATIVES:

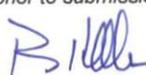
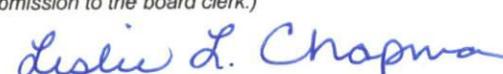
- Not sign the letter, not proceed with Saltcedar control, forego \$385,000 grant funds from WCB.
- Request changes to letter, delay spending of grant funds.

OTHER AGENCY INVOLVEMENT:

LADWP; California Wildlife Conservation Board

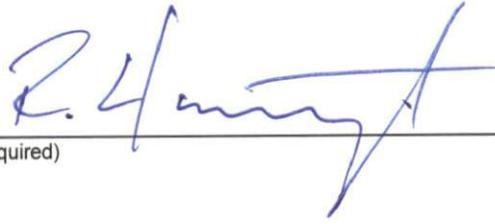
FINANCING:

The grant funds discussed above are managed through budget unit 621700, as approved through the 2011-2012 mid-year budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>2-29-12</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: <input checked="" type="checkbox"/> _____ Date <u>3/1/12</u>

DEPARTMENT HEAD SIGNATURE:

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

A handwritten signature in blue ink, appearing to be "R. H. [unclear]", written over a horizontal line.

Date: 3/2/12



ANTONIO R. VILLARAIGOSA
Mayor

Commission
THOMAS S. SAYLES, *President*
ERIC HOLOMAN, *Vice-President*
RICHARD F. MOSS
CHRISTINA E. NOONAN
JONATHAN PARFREY
BARBARA E. MOSCHOS, *Secretary*

RONALD O. NICHOLS
General Manager

February 16, 2012

Dr. Robert Harrington, Director
Inyo County Water Department
P.O. Box 337
Independence, CA 93526-0337

Dear Dr. Harrington:

Subject: Saltcedar Removal and Treatment

This will be your permission to conduct saltcedar (*Tamarix ramosissima*) removal and treatment in the Lower Owens River Project area (LORP), on City of Los Angeles (City) property. This letter also serves as a notice that under the 2004 Stipulation & Order for the LORP the Los Angeles Department of Water and Power (LADWP) will only match funds from outside sources; such as the Wildlife Conservation Board, up to a maximum amount of \$1,500,000.

Please sign the enclosed copy of this letter signifying your acceptance of the terms and conditions listed below, and return the signed copy to 300 Mandich Street, Bishop, California 93514-3449, **attention Real Estate**. This permission is not valid until the signed copy of this letter has been returned to our office.

This permission is subject to the following terms and conditions:

1. This permission is valid from January 1, 2012 through December 31, 2015. Permission for future saltcedar reduction projects must be requested in writing on or before expiration of this letter of permission.
2. Please keep this letter of permission in your possession while conducting work on City-owned properties.
3. All removal and treatment activities will remain within the boundaries and conditions specified in the 2012 Saltcedar Workplan.
4. It shall be your responsibility to obtain any necessary permits and to ensure compliance with all applicable requirements.
5. Your responsibility shall also include avoiding interference with the general public or agents of LADWP, as well as livestock in the area. All gates shall be left as they are found, either opened or closed.
6. Care shall be taken to minimize the disturbance to groundcover and other vegetation in the area.

Water and Power Conservation . . . a way of life

Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax (760) 873-0266
111 North Hope Street, Los Angeles, CA 90012-2607 • Mailing address: Box 51111 • Los Angeles, CA 90051-0100
Telephone: (213) 367-4211 • Cable address: DEWAPOLA



7. The permission expressed does not extend beyond City-owned property. All contracts, approvals, or permits from jurisdictional, federal, state, or county agencies or private parties, including other lessees of LADWP, shall be your responsibility.
8. The acceptance and exercise of this permission shall be without liability to the City and LADWP.
9. Inyo County acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-permittees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Inyo County employees, contractors, customers, invitees, and agents, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this permission or to the work area(s) covered under this permission, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this section that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this permission that give rise to future claims, even if the actual claim comes against the Indemnitees after the permission has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this permission.

If you have any questions regarding this permission, please write to our office at the above-noted address, or you may telephone (760) 873-0370 and speak with someone in Real Estate. Again, this permission will not be valid unless a signed copy of this letter has been returned to this office.

Sincerely,

ORIGINAL SIGNED BY
CLARENCE E. MARTIN

Clarence E. Martin
Assistant Aqueduct Manager
GCP:bs
Enclosure (to be signed and returned)
c w/o enc: Mr. Mark Lacey
Lacey Livestock
Four J Cattle Corporation
Mr. Mark Johns

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT, AND ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS PERMISSION AS BINDING ON BEHALF OF THE ENTITY TO WHOM SAID PERMISSION IS GRANTED.

DATED: _____

BY: _____
SIGNATURE

Mr. Robert Tanner
Mr. Murton Stewart
Mr. John Summers
Mr. Scott Kemp

Mr. Herbert C. London et al.
Mr. Tom Noland
Real Estate



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: Supervisor Linda Arcularius

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Direction on Draft MOA

DEPARTMENTAL RECOMMENDATION: - Request Board provide direction regarding the Draft MOA Among California, USDI Bureau of Land Management, U.S. Forest Service, Pacific Southwest Region and the California State Association of Counties (CSAC) and Regional Council of Rural Counties (RCRC) Representing California County Governing Bodies, scheduled to be voted on during the upcoming RCRC March 14, 2012 Board Meeting.

SUMMARY DISCUSSION: - The RCRC Board of Directors has agendized the above referenced MOA for discussion. As your Board's representative to RCRC I am seeking your direction on how you would like to see me proceed with suggested changes and/or the vote on whether to support this MOA in its present format. Our Board's decision on how to proceed will also provide direction to our CSAC Representative, Supervisor Cash, when CSAC discusses this item in the Spring.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS (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.)
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.) <p style="text-align: right;">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.) <p style="text-align: right;">Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.) <p style="text-align: right;">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE: Linda Arcularius
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Date: 3/1/2012

MEMORANDUM OF AGREEMENT (MOA)
AMONG
CALIFORNIA, USDI BUREAU OF LAND MANAGEMENT,
US FOREST SERVICE, PACIFIC SOUTHWEST REGION
AND THE
CALIFORNIA STATE ASSOCIATION OF COUNTIES and
REGIONAL COUNCIL OF RURAL COUNTIES,
REPRESENTING CALIFORNIA COUNTY GOVERNING BODIES

Definitions: As used in this MOA, the following terms shall be defined as stated below:

"CSAC" means California State Association of Counties.

"RCRC" means Regional Council of Rural Counties.

"County" means a county in California that has a national forest or public land administered by the USDA Forest Service or the Bureau of Land Management within its boundary, and that elects to participate in this MOA.

"USFS" means Region Five, USDA Forest Service, and that part of Region Four including its National Forests in California.

"BLM" means California, USDI Bureau of Land Management, including its Districts and Field Offices in California.

Preface:

1. The USFS and BLM, under the laws of Congress, executive orders, and federal regulations are responsible for the management of the federal public lands, national forests and their resources. The USFS and BLM have a responsibility to sustain the health, diversity, and productivity of these federal public lands and national forests for the use and enjoyment of present and future generations.

2. CSAC and RCRC represent all of California's 58 counties, which encompass large amounts of federally held land. CSAC and RCRC work with federal and state governments and other stakeholders to improve the ability of county governments to serve California's citizens efficiently and effectively.

Statement of Purpose:

The USFS, BLM, and counties share a long partnership in the management of federal public lands and national forests in California. The purpose of this MOA is to help improve interagency relationships by facilitating early and frequent communication between the defined federal agencies and counties to foster a more

productive partnership that results in positive land management decisions for all parties.

Specifically, this MOA is intended to establish enhanced mutual communication between the USFS, BLM, and county governing bodies to assure consistency in process and outcomes among all parties. This regular, consistent communication is intended to build positive working relationships; maximize trust; minimize misunderstanding and potential conflicts; and produce actions that result in better conclusions for California, thereby enhancing community support for those actions.

It is agreed that with the implementation of this MOA:

- A. The governing body of each county that chooses to participate in this MOA shall designate a county contact for the USFS and BLM. This contact can be a "position" such as "County Planner," rather than a specific individual. This agreement is only in effect for counties that choose to participate by officially designating a county contact.
- B. For each participating county, the USFS Regional Forester shall designate a USFS contact from each forest that contains land within that county. This contact can be a "position" rather than a specific individual.
- C. For each participating county, the BLM State Director shall designate a BLM contact from each field office that contains land within that county. This contact can be a "position" rather than a specific individual.
- D. After these designations have been finalized, within each county the designees from each entity shall convene a meeting at the request of either entity to discuss the MOA, and the process by which it will be implemented in that county.
- E. This MOA is a beginning point and individual counties and federal agencies may agree to additional processes and norms that will enhance their communications and understanding of each other's work and be effective in their particular area.
- F. The USFS Regional Forester or BLM State Director and county governing bodies shall convene to discuss and resolve issues related to overall land management in California as needed.

I. THE USFS and BLM SHALL:

- A. Include the County in any planning processes to assure that the County's plans and policies are considered throughout the process
- B. Request the participation of the County in any planning process before public scoping. The federal managers will mail an updated list of potential projects to the county designated contact. County participation at this stage provides the opportunity for county concerns and ideas to be accommodated in the development of the project description prior to public scoping. Such notification

shall be to the designated key county contact, who will advise the key federal contact regarding desired County participation in such planning activities.

- C. Understand that the County General Plans and other adopted policies reflect the objectives of the Board of Supervisors on behalf of the residents of the county.
- D. Meet with the County Board of Supervisors at its request on an agreed upon time frame to update and confer with the County on upcoming programs, projects and other matters of interest.
- E. Evaluate written comments from the County regarding how project proposals affect county plans and other adopted policies, and where consistent with federal laws, regulations, policies and agencies objectives, make every effort to work with County officials to achieve mutually agreeable results, consistent with the identified county plans and other adopted policies. If the federal manager's decision is not consistent with identified county plans and other adopted policies, then the manager will notify the county and document in writing how county plans, other adopted policies, and input were considered, and why consistency could not be achieved.

II. THE COUNTY SHALL:

- A. Participate in requests for involvement at the earliest possible time, preferably before public scoping and identify concerns, needs and relevant county plans and other adopted policies in writing.
- B. Within the County's constraints, make available staff support at the federal managers' request to enhance the agencies' interdisciplinary capability as a partner.
- C. Provide written interpretations of germane sections of county plans and other adopted policies when the County thinks a proposed project is inconsistent.
- D. Endeavor to provide written feedback with sufficient specificity that the federal managers are able to respond with particularity. Additionally, the County will attempt to provide alternative approaches to proposed projects.
- E. Meet with the federal agencies at their request on an agreed upon time frame.
- F. Request the participation of the federal managers in any county planning process relevant to the federal agencies, and consider written information received from the BLM or USFS during County land-use and project planning decisions.
- G. Make every effort, consistent with state and county plans, policies, laws, regulations, and agency goals, to harmonize county land-use planning decisions with current USFS and BLM plans and regulations regarding lands managed by USFS and BLM within the county boundaries.

Limitations:

The USFS, BLM, and county governing bodies recognize that this MOA is not intended to replace presently existing lines of communications or alter existing required communications, such as communications made pursuant to state or federal statutes or regulations, Resource Advisory Committees, federal or county

workgroups, and informal or formal policy meetings between the USFS or BLM, and CSAC, RCRC, or an individual county.

Nothing in this MOA shall require the USFS, BLM, CSAC, RCRC or an individual county to violate or ignore any laws, rules, directives, or other legal requirements imposed by state or federal law.

This MOA is adopted to enhance communication and working relationships between the USFS, BLM, and counties.

Participation in Similar Activities:

This instrument in no way restricts the agencies or the counties from participating in similar activities with other public or private agencies, organizations, and individuals.

Establishment of Responsibilities:

This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate and mutually beneficial manner to meet the purposes of this MOA. Nothing in the MOA authorizes any of the parties to obligate or transfer anything of value.

Effective Date:

This MOA becomes effective upon signature of all parties.

Term of Agreement:

This MOA is expected to continue for five years from the date of the last signature, after which it will be reviewed. If all parties concur, it will automatically be renewed for an additional five year term.

This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

Termination:

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Freedom of Information Act (FOIA):

Any information furnished to the agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

Modification:

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Authorized Representatives:

By signature below, the signatory officially certifies that the individual listed in this document as representative of the signatory is authorized to act in the signatory's respective areas for matters related to the development of this agreement.

RANDY MOORE, Regional Forester
U.S. Forest Service, Pacific Southwest Region

Date

JAMES G. KENNA, State Director
USDI Bureau of Land Management, California State
Office

Date

PAUL McINTOSH, Executive Director
California State Association of Counties

Date

GREG NORTON, President
Regional Council of Rural Counties

Date

The authority of this MOA has been reviewed and approved for signature.

LYNNE SHOLTY, Grants & Agreements Specialist
U.S. Forest Service, Pacific Southwest Region

Date

DRAFT



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10
--

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

FROM: County Administrator

FOR THE BOARD MEETING OF March 13, 2012

SUBJECT: Contract Amendment #2 between County of Inyo and Willdan Engineering

DEPARTMENTAL RECOMMENDATION:

Request Board:

- A) Amend the FY 11/12 County Budget as follows: increase appropriation in Personnel Budget (010800), Object Code 5265, Professional Services, by \$200,000 and reduce the Personnel Budget (010800), Object Code 5901, Contingencies by \$200,000. (4/5's vote required); and
- B) Request Board approve Amendment #2 to the contract between the County of Inyo and Willdan Engineering for the provision of professional engineering and management services as the Acting Director of Public Works, increasing the contract amount by \$200,000 to \$489,000 and changing the contract term date to end March 31, 2013, and amend the Schedule of Travel and Per Diem Payment attachment language, contingent upon adoption of FY 12/13 Budget, contingent upon obtaining appropriate signatures, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

This amendment increases the contract limit by \$200,000. This amount should be sufficient to cover all costs through the term of the contract, March 31, 2013. Once the County hires a permanent Public Works Director, the agreement with Willdan can be cancelled upon 30 days written notice. The schedule of travel and per diem payment language is being amended so when other Willdan employees are assigned to work for the Public Works Department, the travel expenses can be reimbursed.

ALTERNATIVES:

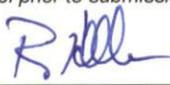
OTHER AGENCY INVOLVEMENT:

County Counsel, Personnel

FINANCING:

The contingencies in the Personnel Budget were for several personnel related issues, one of which was the uncertainty of the Public Works Department and the hiring of the Director. There are sufficient contingencies in this budget to cover the proposed changes.

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: <input checked="" type="checkbox"/> Date <u>3-7-12</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: <input checked="" type="checkbox"/> Date <u>3/7/12</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: <input checked="" type="checkbox"/> Date <u>3/7/12</u>
BUDGET OFFICER	BUDGET RELATED ITEMS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>3/7/12</u>


DEPARTMENT HEAD SIGNATURE: _____ Date: 3/7/12
(The Original plus 20 copies of this document are required)

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Willdan Engineering, Eng/Mgmt Svs. as Acting Dir. of Public Works
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Willdan Engineering, of Fresno, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated January 10, 2010, on County of Inyo Standard Contract No. 118, for the term from January 10, 2011 to June 30, 2011.

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

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of Section Two of the Contract is replaced by the following 2. Term - The term of this Agreement shall be January 10, 2011 to March 31, 2013 unless sooner terminated as provided below.

The first sentence of Section 3D of the Contract is replaced by the following: The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$489,000, (hereinafter referred to as "contract limit").

The Schedule of Travel and Per Diem Payment is amended by the following language: Expenses for other Willdan employees assigned to work in the offices of Inyo County pursuant to the second paragraph of the Scope of Work, will not exceed the amounts listed above.

The effective date of this Amendment to the Agreement is March 13, 2012

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Willdan Engineering, Eng/Mgmt Svs. as Acting Dir. of Public Works
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: Will. Clayett
Signature

William C. Clayett
Type or Print

Dated: 3/7/12

APPROVED AS TO FORM AND LEGALITY:

Riddle
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Leslie L. Chapman
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

DC
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

11

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

FROM: Integrated Waste Management Program

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Inyo County Integrated Waste Management Program, CAPP Grant Application

DEPARTMENTAL RECOMMENDATIONS:

Approve the Resolution authorizing the submittal of an application for CAPP funding in the amount of \$155,000, to the Great Basin Unified Air Pollution Control District, to be used for the purchase of two (2) water trucks for Inyo County Landfill operations.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Great Basin Unified Air Pollution Control District (GBUAPCD) recently received approximately \$5.5 million in funds resulting from an agreement with the Los Angeles Department of Water and Power (LADWP) to provide a means for mitigating excess air emissions associated with delays in implementing dust control measures on 3.1 square miles of the Owens Lake bed. Of this amount, approximately \$5 million is available to qualified applicants. Inyo County is qualified for these funds as described in the Clean Air Project Program (CAPP): NOTICE OF FUNDING AVAILABILITY - Request for Proposals (RFP), dated December 9, 2011, which is included in your Board package. Inyo County Integrated Waste Management Program submitted the subject CAPP Proposal on February 15, 2012, after receiving approval from the CAPP Program Administrator, Lisa Issacs, that the Board Resolution authorizing the submittal of this IWM CAPP proposal application could be submitted at a later date. The CAPP Program has acknowledged receiving the proposal application and is currently reviewing all submitted project proposals.

The CAPP was developed to provide a means of distributing these funds for the reduction of air pollution especially in the Southern Owens Valley area, as an offset to the pollution created by the blowing dust from Owens Lake.

Currently, Inyo County Integrated Waste Management Program uses water sprayer trucks as an effective and inexpensive way to control dust emissions from both landfill on-site unpaved roadways and disturbed areas. At the present time, the Bishop-Sunland Landfill uses a 1967 water truck that requires frequent maintenance to keep running. The Lone Pine Landfill is using a 1981 water truck that also requires frequent maintenance. When these water trucks are being repaired the landfills are most vulnerable to excessive dust emissions. This CAPP proposal is a funding request to replace these two (2) aging water trucks at the Bishop-Sunland and Lone Pine Landfills. The new trucks will be CARB compliant. The estimated cost for two (2) new 2000 gallon, CARB compliant water trucks is approximately \$155,000.

The CAPP guidelines do not specify a matching requirement and our proposal contains no matching percentage.

ALTERNATIVES:

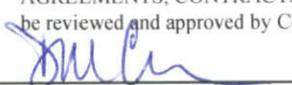
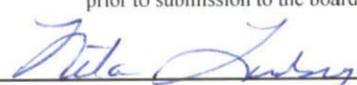
The Board could choose not to approve the Resolutions authorizing the application for CAPP funds. This is not recommended since it would prevent the Integrated Waste Management Program from making application and possibly securing funding for two (2) replacement water trucks at Bishop-Sunland and Lone Pine Landfills, and a providing a significant potential reduction in particulate matter (PM) emissions.

OTHER AGENCY INVOLVEMENT:

- (1) County Counsel has reviewed this Agenda Request and the Resolution.
- (2) The Auditor's Office will provide financial review for the expenditure of CAPP funds.
- (3) Great Basin Unified Air Pollution Control District
- (4) Los Angeles Department of Water and Power, who provided funding to the GBUAPCD

FINANCING:

Funds for the Inyo County Integrated Waste Management Program - Grant Application Proposal for Landfill Equipment Upgrades Project are provided by the Great Basin Air Pollution Control Board. The funds, if approved, will be deposited into the Solid Waste Budget 045700, Object Code 4599, other agencies.

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>3/7/12</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>3/8/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


 Date: 3/8/12

RESOLUTION NO. 2012- _____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMITTAL OF A CLEAN AIR PROJECTS PROGRAM (CAPP) GRANT APPLICATION TO GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT (GBUAPCD)

WHEREAS, INYO COUNTY recognizes that it is in the interest of the regional, state, and national environment to reduce pollution emissions, create jobs, reduce fossil fuel emissions and reduce total energy usage and improve energy efficiency within our jurisdiction; and,

WHEREAS, Clean Air Projects Program (CAPP) funds are available through the Great Basin Unified Air Pollution Control District's (GBUAPCD) CAPP Program for grants to eligible local governments for air pollution reduction projects; and,

WHEREAS, INYO COUNTY is eligible for CAPP funding under the GBUAPCD CAPP Program guidelines; and,

WHEREAS, THE INYO COUNTY BOARD OF SUPERVISORS are proposing to implement a project described in a proposal entitled "Grant Application Proposal for Landfill Equipment Upgrades" that will be submitted to CAPP in order to qualify for CAPP funds from the Great Basin Unified Air Pollution Control District; and,

THEREFORE, NOW BE IT ALSO RESOLVED that the INYO COUNTY BOARD OF SUPERVISORS authorizes the submittal of the application to the Great Basin Unified Air Pollution Control District's CAPP Program for funds to execute the proposed project to purchase two (2) water trucks for the Inyo County Integrated Waste Management Program.

BE IT ALSO RESOLVED, if recommended for funding by the Great Basin Air Pollution Control District, the INYO COUNTY BOARD OF SUPERVISORS authorizes INYO COUNTY INTEGRATED WASTE MANAGEMENT PROGRAM to accept a grant award up to the amount of this application, and, that the County Administrative Officer, acting for the INYO COUNTY BOARD OF SUPERVISORS is hereby authorized and empowered to execute in the name of INYO COUNTY, all necessary contracts and agreements, and amendments hereto, to implement and carry out the purposes specified in the application.

;

;

;

PASSED AND ADOPTED this ___ day of March 2012 by the following vote:

AYES:

NOES:

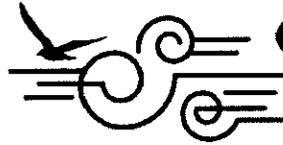
ABSTAIN:

ABSENT:

Marty Fortney, Board Chairperson
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
CLERK OF THE BOARD

By: _____
Assistant



Clean Air Projects Program

a joint project of Great Basin Unified Air Pollution Control District
and Los Angeles Department of Water & Power

NOTICE OF FUNDING AVAILABILITY

Request for Proposals (RFP)

December 9, 2011

Background

As a means toward mitigating excess air emissions associated with delays in implementing dust control measures on 3.1 square miles of the Owens Lake bed in Eastern California's Inyo County, the Great Basin Unified Air Pollution Control District (Air District) and the Los Angeles Department of Water and Power (LADWP) are jointly supporting "clean air projects" throughout the Air District. "Clean air projects" are defined as improvements, replacements, or programs that directly or indirectly result in a reduction of air pollution emissions.

With funds from LADWP, the Clean Air Projects Program (CAPP) was created by the Air District to provide for the selection, oversight and payment of projects throughout its California district, which encompasses Inyo, Mono and Alpine counties. Preference is given to clean air projects located in the area most affected by the non-compliance – southern Owens Valley, referred to as the "Owens Valley Planning Area" (OVPA). Two prioritized projects within the OVPA have already been approved for funding. An OVPA map is included with this RFP and is also available with other historical and supporting documents at <http://capp.gbuapcd.org>.

About \$5,000,000 is currently available to fund clean air projects throughout the Air District, including the OVPA. All projects for consideration should be completed no later than December 31, 2013.

Applicant Qualifications

CAPP funding is open to all residents, organizations and entities within the Air District, including individuals, nonprofits, businesses, government and educational institutions. Indian tribal governments and residents, although not in the Air District, are also eligible. All projects for consideration must be located in Inyo, Mono or Alpine counties, including Indian tribal lands, and must target federal criteria air pollutants as defined by the California Air Resources Board's "Ambient Air Quality Standards." Federal criteria air pollutants include particulate matter (PM10 and PM2.5), ozone, sulfur dioxide, nitrogen dioxide and lead.

Air pollution reduction efforts already required of LADWP by Air District order do not qualify for CAPP funding. Additionally, any other compliance-driven requests for projects currently in violation of federal standards will not be considered.

Examples of Possible Projects

CAPP funds must be used for voluntary projects that directly or indirectly reduce air pollution. The reduction can be local, direct and immediate, such as a woodstove upgrade/replacement, which immediately reduces the amount of air pollution directly discharged from an identified source within the Air District, or the reduction can be regional and ongoing, such as the expansion of a public transportation system to reduce single occupancy vehicles and associated emissions. Projects may also indirectly reduce air emissions, such as community trails that encourage people to walk or ride bicycles instead of driving around town, or a local educational program that leads to knowledge and behavior preventing future emissions. Direct emissions reductions are much easier to quantify than indirect emissions reductions, however, and projects that directly reduce local air pollution emissions within populated areas will rank higher than projects that reduce regional or future air pollution. Using best available knowledge, all proposed projects should attempt to quantify the type and amount of air pollution reduced, including threats to human health.

Cost Sharing

The Air District desires to achieve the maximum reduction of air pollution possible from the available funding and intends to take full advantage of opportunities to leverage CAPP funds. Project proposals that share in total project costs will be favored, whether through a direct monetary match or the provision of other necessary requirements that would otherwise be paid for, such as labor and materials. Where possible, partnerships and coalitions of entities are encouraged to further leverage multiple resources. A leveraged project will rank higher than an otherwise equal non-leveraged project. All applicants are encouraged to pursue cost sharing. A list of relevant funding and partnership opportunities will be available at: <http://capp.gbuapcd.org>.

Owens Valley Planning Area Preference

As noted above, projects within the OVPA will be given preference for funding. The OVPA is the Owens River hydrologic basin, stretching from Tinemaha Reservoir south to Haiwee Reservoir, and from the crest of the Sierra to the crest of the Inyos. It includes Independence, Lone Pine, Olancho, Cartago and Keeler, and smaller outlying communities and establishments such as Aberdeen, Alabama Hills and Boulder Creek.

“Preference” can mean that viable projects within the OVPA are automatically prioritized or may receive more funding for comparable projects than the rest of the Air District. For example, a wood stove replacement program could provide \$1,500 to an OVPA resident toward replacing a polluting stove or fireplace with a new, EPA-compliant system, but provide \$1,000 to residents elsewhere in the Air District for the same service. OVPA preference will be considered on a project-by-project basis.

Projects on Indian Reservation Lands

As sovereign lands, Indian reservations in Inyo, Mono and Alpine counties are not part of the Great Basin Unified Air Pollution Control District. As such, the Air District has no permitting or compliance authority on these lands. However, due to the proximity of most reservations to Air District communities, air pollution generated on reservations impacts Air District lands, and vice versa. The Air District's Governing Board has determined that reservation entities and residents are eligible to participate in CAPP. Additional cooperative agreements will be required for such projects to provide the Air District with oversight ability and payment assurances. This will likely be in the form of an agreement or memorandum of understanding between each participating tribe and the Air District.

Selection Process

Proposal review and award selections will be conducted by a review panel relying on multiple evaluation criteria for complete consideration and comparison against other submitted proposals. To ensure your proposal adequately represents your project and convincingly demonstrates why it should be funded, pay close attention to RFP requirements and preferences outlined above, as well as below in the 'Projects Description' section. Final selection decisions are subject to the approval of the Air District's Governing Board.

Contract and Reporting Requirements

All projects selected for funding will be required to enter into a binding contract with the Air District to ensure projects are implemented as planned and CAPP funds are spent as proposed. All funded projects will be required to submit regular reports and invoices for CAPP administration purposes. Reporting and payment requirements will be decided on a project-by-project basis by CAPP administration as applicable to the project's level of complexity, cost and timeframe. Additional cooperative agreements may be required to provide the Air District with oversight ability and payment assurances, likely in the form of an agreement or memorandum of understanding between the funded entity and the Air District. All applicants are encouraged to define and propose specific reporting plans as relevant to their proposed project and timeline.

Proposal Requirements

This RFP provides the information and requirements necessary for project ideas and proposal creation. If necessary, respondents may contact the CAPP Administrator for help in this process.

Applicants should assume the only chance they have to present their project is through their submitted proposal. Proposals should be clear, concise, relevant, well organized and comprehensive, as well as address CAPP requirements, preferences and desired outcomes as detailed in this RFP. Viable proposals that are missing relevant and/or requested information may be asked to provide more information for adequate consideration.

All proposals must* include:

- A cover letter signed by an authorized representative summarizing the project and its highlights as related to CAPP goals.
- A title page including:
 - ✓ Project title and physical location
 - ✓ Applicant type: Individual, Nonprofit, Business, Government, Educational, Reservation, or other
 - ✓ Name and title of applicant
 - ✓ Name and title of project contact if different than above
 - ✓ Contact address, telephone number, email address, and website if applicable
 - ✓ Submission date
 - ✓ Amount requested
- Project description (1-10 pages)
- Project timeline (1 page)
- Project budget (1-2 pages)
- *Appendix with attachments as relevant (attachments will vary with proposals)

Project Description (1-10 pages)

This section should describe what you propose to accomplish and how, if awarded CAPP funds. Concisely describe your project in detail, making sure to include all applicable CAPP requirements and preferences as outlined above, such as applicant type, project location, shared project costs, and partnerships or coalitions. If relevant, applicants should describe involved staff and procedures to ensure proper project oversight, including monitoring, contract administration, and how funds would flow from the applicant to any contractors hired for the project.

Additional points for inclusion in Project Description follow immediately below. All points are not applicable to every project or applicant, but include all that are. This information will be used for reviewing and funding decisions.

- Type, amount and severity of air pollution directly reduced, and how.
- Type and amount of air pollution indirectly reduced, and how.
- Project implementation description and anticipated timeframe to completion. Include start-up activities as relevant, such as securing estimates from qualified contractors, required permits, hiring and training staff, written policies and procedures, necessary due diligence, and outreach and education activities.
- Any necessary permits or licenses, including required environmental review process under local, state or federal law.
- Involved participants and applicable qualifications. If relevant, attach resumes, no longer than three pages each, for key project personnel, including whoever is responsible for financial management. If you need to hire additional project staff, please include job announcements in appendix.
- Anticipated project benefits (Who will the project benefit and how? Community health, at-risk individuals, watershed and resource protection, research ...).
- Local economic stimulation (Will the project create and/or support local jobs, and if so, how?)

- Local vendors and competitive bids.
- Community support and involvement.
- Ongoing support of project apart from CAPP funding.
- Potential risks to project success and risk avoidance measures (contingency plans), including applicable insurance coverage.
- Expected lifespan of completed project.
- Total project costs compared to total amount requested.
- For projects on reservation lands, describe the proposed agreement process that will allow the Air District to oversee the project's implementation and funding.

Project Timeline (1 page)

Provide a realistic project schedule – monthly or quarterly – for completing key program activities and milestones from start to end of funding requirements and project completion, including licenses and permits. (Note, project components requiring CAPP support must be finalized by December 31, 2013.)

Project Budget (1-2 pages)

Provide a brief project budget illustrating all anticipated expenses and amounts across time, coinciding with the project timeline. Identify shared costs and in-kind provisions as relevant to total project costs. Include a brief narrative detailing administrative costs (CAPP-funded administrative costs should not exceed 15 percent of the total requested amount), staffing costs and a description of how all funds will be spent. Compare the amount requested against the project's total cost.

Required Proposal Attachments

- ❖ Proof of relevant insurance, including liability and coverage amounts.
- ❖ If a nonprofit entity, copy of your IRS determination letter.
- ❖ If a nonprofit or for-profit business, copy of your most recent third-party audit or financial statement for most recently completed fiscal year. If your organization is not audited, submit your most recent IRS Form 990.
- ❖ If a for-profit business, copy of current business license and contractor's license if applicable; Articles of Incorporation (for corporations and limited liability corporations); Certificate of Limited Partnership, Statement of General Partnership, or a Certificate of Good Standing issued by the California Secretary of State.
- ❖ Name(s), title(s) and contact information of project partners if relevant.
- ❖ Copies of any formal agreements between you and project partners if relevant, including an agreement letter from fiscal partners stating committed amounts and types of payments, whether they are direct, in-kind or otherwise.
- ❖ If your entity is subject to a governing body, such as a Board of Directors or City Council, include a copy of an authorizing Resolution.

Additional attachments may be included in demonstration of your ability to successfully implement the proposed project, such as key staff resumes. Please label all appendix attachments clearly.

Proposal Submission Directions

All proposals must be received or postmarked **no later than February 15, 2012.**

Proposals should be printed double-sided. Mail one signed original and two complete copies, including appendix materials (three complete copies total), to the following address:

**Clean Air Projects Program
Attention Lisa Isaacs
P.O. Box 100 – PMB 331
Mammoth Lakes, CA 93546-0100**

General Information

An electronic copy of this RFP and other supporting documents, including the OVPA map, are available at: <http://capp.gbuapcd.org>

The applicant is solely responsible for any costs incurred in the preparation of this proposal. CAPP will not provide any compensation for such costs. CAPP reserves the right to reject any proposal for any valid reason, to withhold consideration of incomplete proposals, to waive informalities or minor irregularities, request additional information as necessary, and change components of planned projects as necessary, including amount of funds requested.

Acceptance of a proposal or other materials during the selection process does not constitute a contract and does not obligate CAPP to award funds. Once the selection process is complete, successful applicants will receive a letter from the CAPP Administrator regarding the effective start date of the grant agreement and any additional conditions or information necessary to execute the grant.

CAPP funding is subject to final approval by the Governing Board of the Great Basin Unified Air Pollution Control District, and execution of a contract between the Air District and applicant. All applicants awarded CAPP funds will be required to attend an orientation meeting with the CAPP Administrator within two months of the award announcement.

Tentative CAPP Implementation Schedule

RFP released December 9, 2011

Proposals due February 15, 2012

Notifications of project selections: May 2012

CAPP projects complete and funds disbursed: December 31, 2013

For more information:

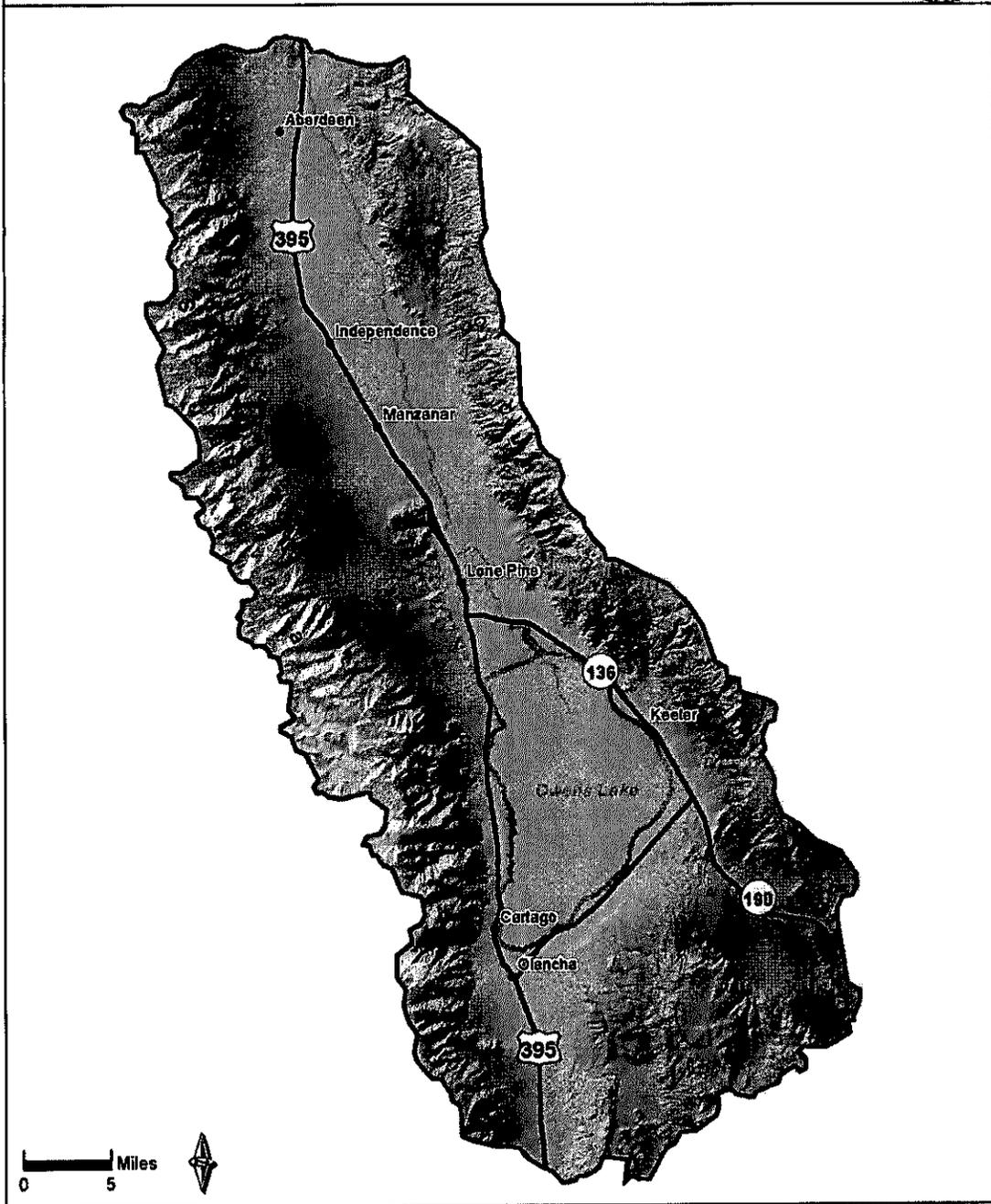
<http://capp.gbuapcd.org>

Lisa Isaacs, CAPP Administrator

Email capp@gbuapcd.org / Telephone 760.914.0388



Owens Valley Planning Area



1/7/2011 4:37:18 PM

OwensValleyPlanningArea.mxd



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: Public Works Department

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Filling Vacant Administrative Secretary I

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for the requested position comes from the Public Works Budget, as certified by the Interim Public Works Director, and concurred with by the County Administrator and the Auditor-Controller;
B) where internal candidates meet the qualifications for the position of Administrative Secretary, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
C) Approve the hiring of one Administrative Secretary Range 56 up to Step E (\$2980 - \$3618) depending on the qualifications. It is requested the Department have the ability to have an open recruitment to fill the position

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Administrative Secretary has been vacant since the retirement of the previous incumbent in October 2011. The position is funded in the current budget. A temporary employee has filled the position during a portion of the time the position has been vacant. It is requested that the position be filled to provide the ongoing administrative support to the department, including the LTC.

ALTERNATIVES:

The Board could decide not to approve the request. This is not recommended, as there is an ongoing need for administrative support for the department.

OTHER AGENCY INVOLVEMENT:

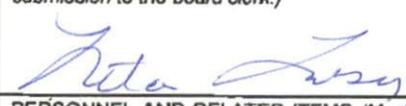
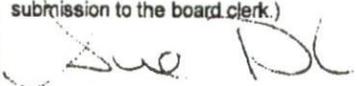
CAO

Personnel Department for recruitment

Auditor

FINANCING:

This position is funded in the Public Works (011500) and LTC (504605) budgets, and is currently included in the FY2011-2012 board approved budget. The Public Works and LTC authorized staffing levels would remain the same. Since this position is currently budgeted, there is no additional impact to the budget.

<u>APPROVALS</u>	
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>js</u> Date <u>3/8/12</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>3/7/12</u>

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

 FOR DOUG WILSON Date: 3/8/12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Amend the Contract with Speiss Construction Inc. for the Inyo County Electrical Upgrade Project

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend your Board ratify a contract amendment to the construction contract with Speiss Construction Inc., for an amount not to exceed \$827,401 to cover the cost of the additional work items requested by the Superior Court and Public Works Department for the Inyo County Electrical Upgrade Project (2/3 vote required Public Contract Code § 20135);
2. Require Board approval of any future contact amendments, including those which may be approved by the Director of Public Works under the Public Contracts code; and
3. Increase estimated revenue in Object Code 4599, Other Agencies by \$5,700 (4/5 vote required) for the FY 2011-12 Electrical/Financial Upgrade budget (011805).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As your Board is aware, electrical upgrade work has been underway at various Inyo County facilities including the Bishop Library, County Services building, the Courthouse and Courthouse Annex. The work is nearly complete with a few minor items to finish. These additional items will cost more than the State contract code will allow by change order, including some work that has been already completed.

State Public Works Contract Code Section 20120 through 20145 directs that change orders to public works contracts may only be issued for 5% of the original contract amount plus \$25,000 for contracts greater than \$250,000.00. In the case of the Inyo County Electrical Upgrade Project, state code will permit the expenditure of a maximum of \$62,759.25 in change orders based on the original contract amount of \$755,185.00.

The cost of additional change order work approved by Public Works Department at the request of County Administrator, the Superior Court and that which was required due to construction issues currently totals \$62,216.45. We also have committed to additional change orders totaling approximately \$13,000, of which, \$5,700 will be reimbursed by the Courts. The changes to the scope of the work have increased the value of the contract in excess of the statutory amount permitted by code. The additional work included an entrance panel upgrade at the County Services building in Bishop, a change to the entrance panel location at the Bishop Library, additional breaker panels at the Courthouse and Courthouse Annex, weekend work to permit the Courthouse Complex to remain open during the power cutover and a replacement panel at the Health and Human Services building. A number of these changes were a direct result of issues with the original construction drawings. The Public Works Department has been in discussions with the contracted design engineer, who prepared the original plans for the project, and they have agreed to provide some form of reimbursement to the County for the design related issues contained in the original plans.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Speiss Construction, Inc.
FOR THE PROVISION OF CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2012.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification Number:

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

Inyo County Electrical Upgrade Project
Change order Summary

CCO #	Location/Work	Description of work	Amount of change order	Reason for change order
1	207 W. South St.	Replace existing service entrance panel	\$ 7,558.65	Recommended by PW approved by Kevin
2	Bishop Library	Relocate meter to outside building, and reroute conduits to the outside of the building, plans call for indoor meter	\$ 11,213.74	Plan issue, and conduit relocation requested by Jon Jones
3	Annex	Install additional sub-panel, existing panel has 42 spaces, plans call for an additional 12 circuits	\$ 1,825.15	Plan issue
3	Courthouse	Replace old subpanel, plans call to relocate a 10 space obsolete FRP panel and add 6 new circuits	\$ 1,192.96	plan issue
3	Courthouse	Work second swing shift(nights)	\$ 1,500.40	Work could not be scheduled days due to courts
3	Annex parking lot	DWP requires 3 conduits, 2 shown on revised plans, 3 on original	\$ 4,634.59	Plan issue
3	Courthouse	Conduit upgrade, Recorders and Auditors offices	\$ 1,049.87	Requested by Recorder and Auditor
3	Courthouse and Annex	Work second swing (nights) and add Saturday work	\$ 1,498.20	Work could not be scheduled days due to courts & weekend cutover
4	Annex parking lot	Entrance Panel down grade 1200A to 800 Amp	\$ 15,811.25	Plan issue
5	Courthouse	Install receptacles for the Superior Court	\$ 5,682.94	Requested by Courts
5	Courthouse	Work second swing (nights)	\$ 1,500.40	Work could not be scheduled days due to courts
5	Annex	Work full shift weekends for panel cut over	\$ 8,748.30	Weekend Cutover to prevent all staff from vacating building
	Totals		\$ 62,216.45	



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: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request Board approve the minutes of the Board of Supervisors Meetings of A) February 14, 2012, B) February 21, 2012; and C) the Special Meeting of February 27, 2012, as requested per draft provided.

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 web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> <p align="right">Approved: _____ Date _____</p>
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> <p align="right">Approved: _____ Date _____</p>
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> <p align="right">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

- Consent Departmental Correspondence Action Public Hearing
 X Scheduled Time for 9:30 a.m. Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Non-Binding Term Sheet for Consolidated County Office Building in Bishop, California: Terms For Build-To-Suit Lease and Property Exchange Agreements Between Inyo County and Inyo County Development LLC

DEPARTMENTAL RECOMMENDATION:

Request your Board (a) approve a non-binding Term Sheet between Inyo County and Inyo County Development LLC ("Developer") delineating the terms for build-to-suit lease and property exchange agreements for an Inyo County Consolidated Office Building Project in Bishop, California; and, (b) authorize staff to proceed to work with the Developer, at the Developers sole expense, to complete the non-binding Design Review process identified as Phase 1B in the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises.

SUMMARY DISCUSSION:

Overview

Following an extensive Request For Proposals (RFP) process initiated in 2010 for Consolidated County Office Space in the Bishop area, your Board authorized the Chairperson to sign an Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises on September 6, 2011. The proposed, non-binding Term Sheet being presented for your Board's consideration today is the first deliverable identified in the Exclusive Negotiation Agreement.

As indicated on the proposed, non-binding Term Sheet, Joseph Enterprises, has entered into a partnership with Inyo County Development LLC to design and build the consolidated offices for the County. Joseph Enterprises has communicated that, as they became more aware of the procedural complexities of this type of transaction, they considered the need for professional assistance from others more familiar with the process. Through a long standing trusted relationship with their professional accountancy firm, Joseph Enterprises was referred to the members of Inyo County Development LLC and together they are working on this prospective project. According to Inyo County Development LLC, Joseph Enterprises will continue to have active decision making participation in the project, be compensated for their land, maintain an active participation during design and construction, and share an equal financial stake in all profits of the 20-year lease with the County.

The consolidated offices will be built on 3.31 acres (144,300 square feet) of a 4.94 acre (215,000 square foot) parcel owned by Joseph Enterprises at the corner of Wye Road and Highway 6 in Bishop. The building will be designed and built to County standards, and will be sufficient to allow the County to consolidate County services currently provided in six (6) leased buildings and one (1) County-owned building (207 W. South Street) located throughout the greater Bishop area.

- A. For the purposes of the Term Sheet, the size of the building is planned to be 42,000 square feet. (The actual size of the building may change as a result of the more comprehensive Design Review process that is the next step identified in the Exclusive Negotiation Agreement.)
- B. The County will own the land (on which the building and associated parking areas are located) upon transfer of a 5.69 acre parcel of land the County owns near Highway 395 and Jay Street, immediately south of the City of Bishop, to the Developer.
- C. The County will agree to lease the building from the Developer for a period of 20-years, after which the County can purchase the building for \$1.
- D. The County will pay the Developer rent consisting of:
 - a. A one-time payment of \$2 Million at the commencement of the lease;
 - b. Annual rent of \$600,000 per year, paid at \$50,000 per month at the beginning of each month, for a period of 20-years (240 months); and,
 - c. Additional rent payments of \$250,000 paid in Year 5 (61st month), Year 10 (121st month), and Year 15 (181st month).
- E. The rent will be "triple net" with the County being responsible for all operating expenses and taxes or assessment if applicable.
- F. The cost of developing the building will be at least \$10 Million inclusive of land, indirect costs, contractor's fees, and Developer charges, and include a \$0.45 per square foot tenant improvement allowance. These costs will be borne exclusively by the Developer.
- G. The County will have the right of first refusal to purchase the remainder of the parcel, and design input with respect to any development on the remaining 1.63 acres (71,000 square feet) of Joseph Enterprises' Wye Road parcel.
- H. The development of the building will be accomplished by the County and Developer executing a binding construction and lease agreement, and a binding property exchange agreement. Once the lease is executed, the Developer will have 23 months to complete the building.

Analysis

As outlined in the Term Sheet, the County's total cost to lease the building for 20 years will be \$14,800,000 plus the transfer of the County's 5.69 acre Jay Street parcel. The County will acquire a 3.31 acre parcel and, at the conclusion of the 20-year lease agreement, the County can purchase the building for \$1.

The County services proposed to be located in the consolidated building are currently provided at seven (7) different locations in Bishop, totaling 36,747 square feet. Only one of these offices, 207 W. South Street, is owned by the County. The South Street building is 4,559 square feet and houses the Public Health Division of Health and Human Services (HHS); Agricultural Commissioner's offices; Environmental Health office; Building & Safety Services office; Animal Control office; Veterans' Services office; and, Farm Advisor's office. The other six (6) office locations are leased and include:

- **568 "A" W. Line Street; 2,000 square feet** – HHS: WIC; First 5
- **301 W. Line Street (Clark Wing of Bishop City Hall); 3,393 square feet** – Sheriff's Sub-Station
- **230 W. Line Street; 3,426 square feet** – District Attorney; Child Support Services
- **162 Grove Street; 8,570 square feet** – Public Administrator; HHS: Senior Services; Behavioral Health; Adult & Children's Services
- **912 – 918 N. Main Street; 9,140 square feet** – Probation; HHS: Employment Services & Public Assistance
- **163 May Street; 5,659 square feet** – County Counsel; Administrative Services: Parks; Solid Waste; Motor Pool; Risk Management; Personnel; HHS: Prevention; Administrative & Fiscal Services

The Public Works Department reports that these six (6) leases total 32,188 square feet and, based on the past 36-month average, account for \$27,449 per month in lease costs; or, \$0.853 per square foot.

Assuming an annual 2.5% increase in these lease costs:

- After 20 years, the County will have paid \$8,414,202 in rent and, instead of owning a building, be faced with the prospect of continuing to pay rent indefinitely for office space;
- After 30.5 years, the County will have paid \$14,806,652 in rent – approximately the same amount as the cost of leasing and, then, owning the consolidated building – again, only to keep paying rent year-in and year-out; and,
- After 50 years, the County will have paid \$32,110,549 in rent payments for 32,188 square feet (again, only to be faced with additional rent payments in the future) compared to owning a 42,000 square foot building for \$14,800,000.

These projections, based on 2.5% annual increases in rent, may be conservative when considering reports that, prior to relocating the Water Department from Bishop to Independence in 2008, County lease costs in the Bishop area increased 15% during the preceding three years; from \$400,000 per year to \$460,000. (Note: These cost figures include the County's cost of the Clark Wing lease for the Superior Court which is an expense the County no longer is responsible for paying.)

During today's meeting, your Board will be presented with additional cost analyses, intended to provide an "apples to apples" comparison by contrasting the cost of the proposed consolidated building to the County's current costs (e.g., \$0.85 per square average rent, etc.) to lease 42,000 square feet of office space. The cost savings demonstrated by this analysis will be even greater than those presented in this report which are intentionally conservative.

In addition to long-term savings in rent, and resulting in the County owning rather renting its Bishop office location(s), the consolidated office building will also generate savings in utilities costs not factored in the preceding calculations. The Public Works Department estimates that utilities costs at the seven office locations described above, based on the past 36-month average, are \$9,803 per month, or \$117,636 per year; or, \$0.267 per square foot per month (including the South Street building, for a total area of 36,747 square feet). The consolidated building will be constructed to new Title 24 energy standards and is expected to generate over 23% in energy cost savings. Without calculating anticipated increases in energy costs – exceeding 8% per annum by some reports – the consolidated building will generate \$27,056 per year in utilities cost-savings: or, \$541,120 over 20-years; \$825,208 over 30.5 years; and, \$1,352,800 over 50-years. Again, the expected utilities costs savings estimate being presented here is intentionally conservative, and additional analyses may be presented during today's meeting.

It is also not unreasonable to assume that the consolidated office building will provide an opportunity to re-think internal and external service delivery (e.g., custodial services, clerical support, etc.) resulting in a reduction in personnel costs through attrition, or not filling vacancies.

Additionally, preliminary estimates from Public Works indicate that over the past 25-years the County has spent over \$480,702 in tenant improvement costs and performing deferred maintenance at its current Bishop office locations. These cost estimates do not include deferred maintenance expenditures and tenant improvements the County has paid for at other office locations in the Bishop area which the County no longer rents (e.g., Cottonwood Plaza, Bishop Plaza, etc.). Assuming such costs will be eliminated or greatly reduced by a new consolidated building, this represents savings that, in the future, can be applied toward County facilities needs elsewhere in the County.

Also not factored into the preceding analysis are the intangible benefits – such as staff efficiencies and improved customer service (e.g., one-stop shopping for the public) – that will result from having County staff and services located in a single building in the Bishop area.

Approval of the Term Sheet is non-binding, but its approval is a prerequisite to proceeding with the more detailed space planning effort identified in the Exclusive Negotiation Agreement. The Concept Plans that result from this more intensive needs analysis and space planning effort will, once again, require public, non-binding approval by your Board, in open session prior to the development of any binding documents. Only after your Board has approved the non-binding Term Sheet and the non-binding Concept Plans will the preparation of the Final Documents (construction and lease agreement, and property exchange agreement) occur. If approved by your Board in open session, these documents will be binding on the County and serve as authorization to the Developer to seek all required entitlements and approvals to construct the consolidated building.

Background

On January 12, 2010, the Board of Supervisors reviewed and directed staff to issue a Request For Proposals (RFP) for Consolidated County Office Space in the Bishop area. Exploring the feasibility of developing consolidated County office space as an alternative to leasing seven (7) of the County's eight (8) office buildings in the Bishop area was, and is viewed as a means of:

- Reducing cost to taxpayers by limiting or eliminating lease costs;
- Increasing operating efficiencies by, for example, lowering maintenance expenses, providing for shared clerical support services, and, reducing inter-office travel time and expense; and,
- Improving the coordinated delivery of services to residents and businesses.

Note: At the time the RFP was developed, staff anticipated the possibility of co-locating the INET offices in the new consolidated building. That possibility is no longer being contemplated, hence the reference to seven (7) leased offices in the RFP is no longer applicable and, instead, the proposed building is now predicated on consolidating six (6) existing office leases.

Toward meeting these goals, the RFP stated:

This project is **intended to consolidate County offices that currently operate in and around the City of Bishop.** This includes seven (7) separate leases in seven (7) different locations, as well as one (1) County-owned facility. Consolidating these office locations must result in a savings to the citizens of Inyo County through improved services and increased efficiencies, reduced lease costs, and the County's ultimate ownership of the consolidated facility. [**Emphasis** added.]

Although the RFP was subsequently mailed to hundreds of potential developers, the County received only two (2) proposals by the March 22, 2010, submittal deadline:

- One from the Mitchell Asset Group to develop a building on County-owned property on Jay Street, near Highway 395, in Bishop; and,
- One from Joseph Enterprises to develop the project on privately-owned land at the intersection of Wye Road and Highway 6.

Neither the owners of Cottonwood Plaza or the "Old Kmart" chose to respond to the RFP.

As outlined in the RFP, the County commenced negotiations with both respondents toward the goal of making a recommendation to the Board of Supervisors that the County enter into exclusive negotiations with a sole respondent for the purposes of developing and executing a development agreement. Staff spent a year-and-a-half (an admittedly long time) negotiating with both respondents regarding the price and terms of their respective proposals. As a result, on September 6, 2011, staff recommended entering into exclusive negotiations with Joseph Enterprises, and your Board authorized executing an Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises as the mechanism for accomplishing this. This was the next step in the process contemplated in the RFP, and was not binding on the County.

The Exclusive Negotiation Agreement requires Inyo County to negotiate only with Joseph Enterprises for the development of its Bishop consolidated office space project as long as the Agreement remains in effect. Similarly, Joseph Enterprises is prohibited from negotiating with any party, other than Inyo County, for the use of its Wye Road parcel. As a demonstration of good faith, the Agreement required Joseph Enterprises to make a \$10,000 deposit with the County that is refundable at the conclusion of negotiations; either by the County approving the resulting documents, or at the request of Joseph Enterprises after the Exclusive Negotiations Agreement has expired. The Agreement specifies the phasing and timing of deliverables the negotiations are expected to produce, including:

Phase IA Term Sheet Agreement. The County and Joseph Enterprises have to negotiate key terms of the anticipated Option, Lease and Land Transaction documents that will be summarized in a non-binding, proposed Term Sheet. The Term Sheet, which is being presented today, is subject to final approval by the Board of Supervisors acting in public, in open session.

Phase 1B Design Review. Joseph Enterprises will develop a space plan at its sole expense, but in consultation with the County. This space plan is anticipated to identify the specific departments and staff positions that will be located in the consolidated offices, and their associated space needs. The space plan will be used to update architectural planning and produce a more detailed conceptual design. The resulting Concept Plans will be submitted to the Board of Supervisors for approval in open session, in its capacity as prospective tenants only.

Phase 1 A & B were allocated 60-days for completion, with an option to extend the Phase 1 Expiration Date by another 45-days if the County Administrator determined that the negotiations were proceeding in a reasonable manner. Both the required Term Sheet and Concept Plans have to be approved by the Board of Supervisors acting in open session, and your Board's approval of either the Term Sheet and/or Concept Plans is non-binding on the County. If the Term Sheet or Concept Plans are not approved by your Board, in your Board's sole determination, in the specified timeframes, the Exclusive Negotiation Agreement will automatically terminate.

Phase 2 Preparation of Final Documents. If your Board approves the Term Sheet and Concept Plans required above, the County and Joseph Enterprises will draft any Option, Lease and Land Transaction documents resulting from the approved Term Sheet and Concept Plans. This Phase needs to be completed within 60-days from the date of approval of the Concept Plans, and may be extended by the CAO for up to 45 additional days. The Final Documents will be approved by your Board in public, in open session, and only upon your Board's approval of these documents will the County be bound to the project.

The Agreement was subsequently amended by your Board on December 19, 2011, to extend the Phase 1 Expiration Date through February 28, 2012, in order to allow time to complete the associated deliverables. On February 28, 2012 your Board approved a second amendment to the Exclusive Negotiation Agreement extending the Phase 1 Expiration Date through June 30, 2012 to complete the non-binding Term Sheet approval and non-binding Design Review approval processes.

The RFP was written to solicit a broad and creative array of proposals, and identified and encouraged a variety of approaches to proposing consolidated County office space such as: using existing privately-owned buildings; or through new construction on privately-owned, County-owned, or land owned by a third-party. The RFP also sought to encourage a variety of terms for financing the project, including identifying ways in which the County could buy-down costs through grants, public private partnerships, the use of Redevelopment Agency funds, land exchanges, etc.

The RFP indicated that the County was prepared to consider proposed facilities ranging in size from 30,000 square feet to 60,000 square feet. The latter being the area identified in a 1998 planning analysis conducted by the County which contemplated a County complex – including a new animal shelter and Road shop – being constructed on the County's Jay Street parcel. In order to better compare the proposals submitted by the two respondents to the RFP, during negotiations, staff sought to establish "working" square footage for the proposed building. This was accomplished by submitting building programming surveys to County department heads with offices in the Bishop area. On the basis of the resulting input, 42,000 square feet was used for comparing the two (2) proposals. It should be stressed that this is a working number, and the actual space requirements for County offices in the Bishop area will be determined through the space planning process required by Part 1B of the Exclusive Negotiation Agreement.

Prior to undertaking a major re-location of County offices within and from Bishop in 2008, the County was paying over \$460,000 a year in lease expense in the Bishop area. This does not include taxes, maintenance, custodial or utility costs. At the time, it was noted that the County's lease costs had increased by approximately 15% during the past three years, from \$400,000 in Fiscal Year 2007. As a result of moving the Water department from leased office space in Bishop to a County-owned building in Independence, and relocating other Bishop offices to new leased space, the County was able to reduce lease costs to \$378,792 per year in Fiscal Year 2009-2010. However, this last relocation was undertaken at a significant cost for tenant improvements. At the time, the office moves were viewed as addressing the County's immediate office space

needs, with the preparation of an RFP for consolidated office space in the Bishop area being identified as the next step the County's effort to address its long-term office space needs in the northern part of the County.

Next Steps

If the non-binding Term Sheet is approved by your Board, County departments with existing offices in the Bishop area will engage with the Developer in more detailed space planning, at the Developer's sole expense, that will result in Concept Plans that will be brought before your Board, in open session, for non-binding approval in public. The Concept Plans will establish the actual size of the consolidated building and, therefore, costs based on refined space needs. Once the Concept Plans are prepared, staff will work with your Board to pursue holding special meetings of the Board of Supervisors in various communities to garner additional public input prior to your Board's consideration of the binding construction and lease, and property exchange agreements.

ALTERNATIVES:

Your Board could choose to take no action and not approve the Term Sheet. This will terminate the Exclusive Negotiation Agreement with Joseph Enterprise and end work to refine the Consolidated Building project. Alternately, your Board could request changes to the Term Sheet which, if agreed to by the Developer, would need to be brought back before your Board for non-binding approval prior to proceeding the Design Review process.

OTHER AGENCY INVOLVEMENT:

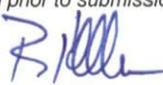
Primary assistance in this process has been, and will be provided by the County's real estate consultant, Allan D. Kotin & Associates, working with the Inyo County Office of the County Counsel, the Inyo County Public Works Department, Joseph Enterprises, and Cresa Partners. If the County proceeds to the Design Review process identified in the Exclusive Negotiation Agreement, County departments will be called upon to participate in the more detailed needs analysis and space planning efforts with the entities identified above as well as Ware Malcomb design and architectural partners and KPRS general contracting and construction partners.

FINANCING:

A cost analysis for the project has been presented in this report, and will be augmented during today's presentation. There is no cost or binding obligation to the County associated with approving the Term Sheet, other than committing additional staff time and consulting expense to undertake the Design Review process.

As indicated above, there will be additional public discussion and actions required of your Board in advance of making any decision that is financially binding upon the County.

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>—</u> Date <u>3-7-12</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>✓</u> Date <u>3/8/12</u>
PERSONNEL DIRECTOR: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

 Date: 0

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

**INYO COUNTY CONSOLIDATED OFFICE BUILDING
TERM SHEET**

**TERMS FOR BUILD-TO-SUIT LEASE AND PROPERTY EXCHANGE AGREEMENTS
BETWEEN THE COUNTY OF INYO ("COUNTY") AND
INYO COUNTY DEVELOPMENT LLC (A new entity with members JOSEPH ENTERPRISES JIM
LESLIE, WAYNE LAMB, AND JEFF SHEPARD) ("DEVELOPER")**

Version of: 3/07/2012

PROVISION	TERMS
1. PURPOSE	County and Developer desire to enter into a series of transactions for the development of an Inyo County Consolidated Office Building to house various County operations now based in multiple locations in Bishop, California (the "Consolidated Building") on property now owned by the Developer, which building will be leased by the County with an option to purchase the building, and as part of the transaction will provide for the exchange by Developer of certain County property immediately south of the City of Bishop on US 395 ("County Jay Street Parcel") for the property parcel underlying the Consolidated Building, the property now owned by Developer ("Josephs' Road Parcel"). The boundaries and size of the properties to be conveyed are more particularly described in Exhibit A ¹
2. DEVELOPMENT PROGRAM	A first-class Type V construction office building, tentatively scheduled to contain 42,000 square feet of gross rentable area built to County standards with a stipulated tenant improvement allowance, specified parking, landscaping, etc. as more particularly described in Exhibit B – Preliminary Project Description ²
3. DEVELOPMENT COST	The total development cost of the building, including land, indirect costs, and a stipulated tenant improvement allowance will be at least \$10 million including allowances for contractor's fees and Developer charges of no more than 4% of managed costs, as more particularly described in Exhibit C– Initial Estimated Cost ³

¹ This exhibit is in two parts; [a] The site plan showing the proposed County parcel boundary (Josephs' Road Parcel) and [b] the Assessor's map for Jay Street (County Jay Street Parcel).

² This exhibit should be considered only as illustrative as it will be replaced once the revised needs analysis and space program is completed and approved by the Inyo County Board of Supervisors

³ See note 2 above

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
4. LEASE TERM AND OPTION TO PURCHASE	The Lease will commence with the first day of the month following acceptance of the completed building by the County and terminate precisely twenty years later at which time the County can purchase the building for \$1 ⁴
5. RENT	<p>Rent will be comprised of three components:⁵</p> <p>(1) Prepaid rent – a single payment of \$2 million at commencement of rent;</p> <p>(2) Monthly rent - thereafter regular rent of \$600,000 per year will be paid in even monthly installments of \$50,000 at the beginning of each month for 240 months; and</p> <p>(3) Scheduled Additional Rent – At the beginning of 61st, 121st and 181st months of the Lease the County will make an additional fixed payment of \$250,000.</p> <p>Rent will be triple net with all expenses of operations including any taxes or assessment to the extent applicable paid by the County.⁶ Developer will have continuing responsibility only for structural maintenance</p>
6. GENERAL DESCRIPTION OF DOCUMENTATION	<p>To accomplish the development of the Consolidated Office Building, the parties will prepare and execute two documents:</p> <ol style="list-style-type: none"> 1. A comprehensive construction and lease agreement providing for the construction of a fully described building and its subsequent lease (with option to purchase) to the County (The Lease) 2. A property exchange agreement, which will provide that upon completion and delivery of the completed building the land underlying the County building will be conveyed to the County (and leased to Developer for a period coterminous with the building lease at \$1 per year) in exchange for the County Jay Street Parcel which will be conveyed to the Developer (The Property Exchange Agreement)

⁴ Note that the option price and also the rent schedule set forth in item 5 below are both based on assumptions about design, size and cost as outlined in the current Exhibits B and C and pending completion of the needs analysis, space plan, and possibly revised building plan, all of which are to be approved by the Inyo County Board of Supervisors, these and other numbers should be considered as preliminary and illustrative.

⁵ See note 4 above with respect to the possible change in these numbers

⁶ The County intends to seek exemption from property taxes for the building on the grounds that it is used exclusively for governmental purposes by an exempt entity.

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
7. CONDITIONS TO EXECUTION OF THE LEASE	The Lease will be executed when all terms are approved by the Board of Supervisors and the Developer and its execution will serve as authorization to the Developer to seek all required entitlements and approvals.
8. CONDITIONS TO PROPERTY TRANSFER AND COMMENCEMENT OF RENT	Rent under the Lease will commence and the exchange described in the Property Exchange Agreement will occur upon Substantial Completion. Substantial Completion shall be evidenced when 1) a certificate of occupancy (permanent or temporary) has been issued for the Premises; 2) all building systems are in good working order to support the operation of the Premises; and 3) the Tenant Improvements are complete excepting industry standard punch-list items which Developer shall use all reasonable commercial effort to correct within 30 days of Commencement.
9. SCHEDULE FOR COMPLETION AND DELIVERY	<p>Subject only to force majeure as described below, Developer will deliver completed building no later than 23 months after execution of the Lease (the Required Completion Date). Construction is to be scheduled in a manner acceptable to CAO and set forth in the Lease.</p> <p>In the event that Developer fails to complete and deliver the building by the Required Completion Date as provided above, then in addition to any other right or remedy which County may have in connection therewith the County shall be compensated for additional rental costs as follows: If at the expiration of 23 months plus any lease extension (as extended for tolling during the presence of a force majeure condition) the building is not complete and available for occupancy, Developer may keep the Lease in effect for up to nine additional months by paying the County each month one half the cost of occupying their current space. If after the nine additional months the building is not complete, County shall have the right but not the obligation to cancel the Lease.</p>
10. RELEASE OF LIABILITY IN THE EVENT OF FAILURE TO COMMENCE	If, for any reason other than the presence of a force majeure condition, the Developer fails to commence construction within nine months of the execution of the Lease, the County may cancel the transaction and secure a refund of any rental deposits under the Lease and neither party will have any other claim on the other. The nine month period may be extended to eighteen months to account for force majeure tolling, but in no event may it be extended beyond 18 months.

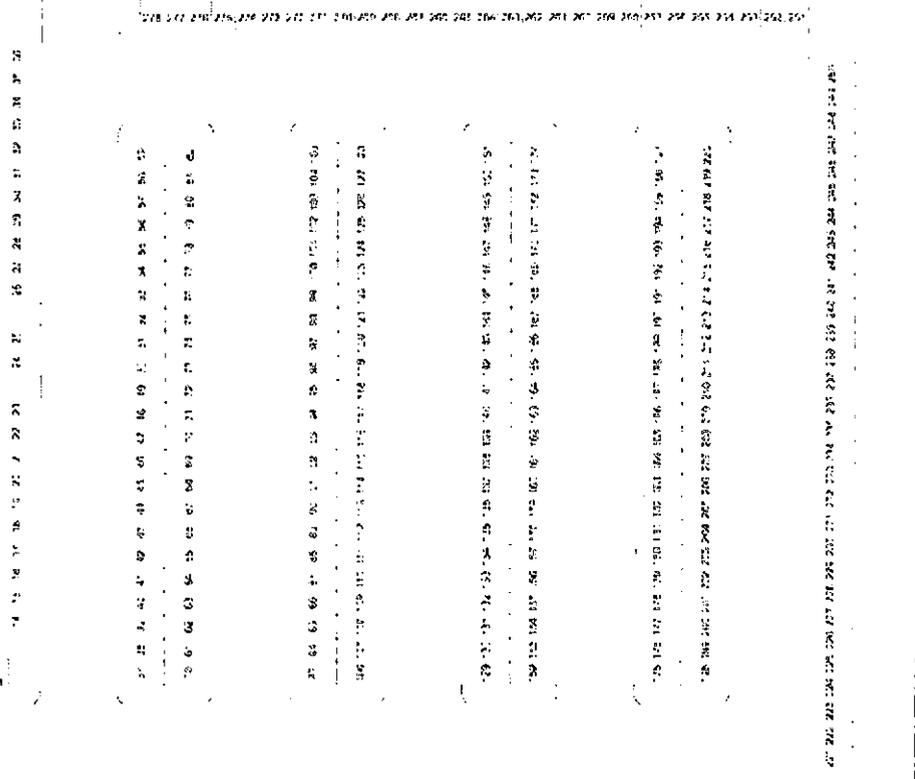
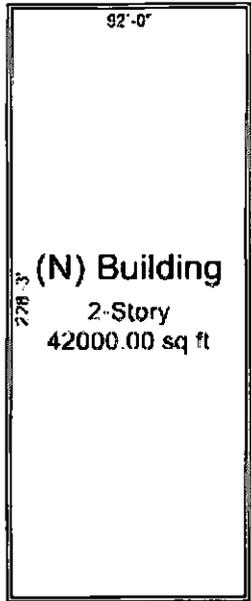
INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
<p>11. LIMITATIONS ON ITEMS BEYOND DEVELOPER CONTROL IN FORCE MAJEURE</p>	<p>The provisions of the two preceding scheduling items shall be subject to delay for force majeure which includes strikes, insurrections, fire, earthquake, catastrophic weather conditions, and delays beyond Developer's control. In order for the Developer to successfully allege 'entitlement' delay as "beyond Developer control" Developer must provide complete and continuous information on actual and contemplated contacts with the City of Bishop and to identify <u>in advance</u> approvals the delay of which Developer represents would constitute delay for reasons outside its control.</p> <p>For this purpose force majeure does not apply to any changes in financial conditions which may impair the Developer's ability to acquire the financing he seeks.</p>
<p>12. COUNTY CONTROL OF FUTURE DEVELOPMENT</p>	<p>County shall be granted the right of first refusal on the sale of any part of the remaining portion of the Wye Road & Highway 6 property. In addition the County shall have design input for future development on the remaining portion of the Wye Road & Highway 6 property ("Joseph Property") to be specified in Design Guidelines to be incorporated in the Lease. Any future development shall be compatible in terms of design and materials to the County building. Furthermore, the County shall have first right of offer to lease any additional space developed on the Joseph Property.</p>
<p>13. SUMMARY OF TERMS NON-BINDING</p>	<p>This Summary of Terms does not constitute a legally binding commitment by County or Developer with respect to the matters described herein. This Summary of Terms is only an expression of the general terms on which County is willing to consider either the property transfers or office construction and lease discussed herein and may not contain all material terms to the transaction. A legally binding commitment with respect to the transactions contemplated herein shall be created only after definitive agreements has been negotiated by the parties, approved by the County Counsel, and fully executed and delivered by the parties.</p>

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
<i>EXHIBITS</i>	
EXHIBIT A	PROPERTIES TO BE EXCHANGED AS PART OF INYO COUNTY CONSOLIDATED OFFICE BUILDING DEVELOPMENT PROGRAM (a) Josephs' Road Parcel (b) County Jay Street Parcel
EXHIBIT B	PRELIMINARY PROJECT DESCRIPTION
EXHIBIT C	INITIAL ESTIMATED COST

60-Foot Roadway Easement



N.A.P.
(Not a Part)

EXHIBIT A (a)

Building Area:	42,000 SF
FAR:	0.29
Parking Provided:	278 Stalls
Remaining Area: <i>Not a Part</i>	71,000 SF

EXHIBIT B

PRELIMINARY PROJECT DESCRIPTION* Inyo County Consolidated Office Building

PROJECT:	1 Office Building totaling 42,000 square feet
Location:	Southeast corner of Main Street and Wye Road, Bishop, CA
Construction Type	V-Non rated – with Fire Sprinklers Type B Occupancy
Number of Stories	Two
Use	Office
Use Zone	Commercial
Construction:	Concrete Tilt-Up Construction
Description 2 nd Floor:	Wood truss floor framing with ¾" tongue and groove plywood subfloor with 1 ½" 2000psi gypcrete concrete.
Building Clear Height:	Office: 14'-0" floor to floor, 14'-0" to roof
Roof System Description:	Standard Hybrid Panelized Roof System using Open Web Steel Girders and Open Web Steel Joists with Plywood OSB Roof Decking with Class A - 4 ply built-up roof system. Accent roof mansard to be wood framed gable roof system utilizing prefabricated trusses with plywood sheathing with standing seam metal roof.
Exterior Glazing System:	All extruded aluminum sections shall be 2" x 4" front glazed system manufactured by Arcadia or equal. Aluminum finish to be clear anodized aluminum. Glass is to be 1" thick dual pane glass, color to be determined. The glass selected for the exterior glazing system of the building envelope shall be selected for its properties to meet the requirements of the current codes.
Interior Walls:	All interior walls shall be constructed utilizing 2x4 standard grade structural lumber with 5/8" Type X gypsum board sheets, taped and finished to a level 4 finish.
Elevator:	Elevator to be 2500 lb capacity traveling at 100 feet per minute hydraulic elevator with standard cab finishes, standard elevator doors and standard call buttons.
Fire Sprinkler System:	Light hazard
Plumbing:	Standard commercial grade fixtures, faucets and valves. All sanitary sewer waste, cold water and hot water system will be plumbed for future tenant improvements capacities.
Heating Ventilation Air Conditioning:	Roof mounted package units will be utilized. The units will meet the demands necessary to maintain a temperature of 72 degrees average in office areas with exterior ambient temperature of 100 degrees in the summer 20 degrees in the winter.
Electrical:	277/480 volt, 2000 amperes 3 phase, 4 wire with a main disconnect pull section
Site Utilities:	All sewer, water, landscape irrigation, storm drain, electrical, telephone, cable services from utility company point of service will be provided as required.
Estimated Site Area:	144,300 square feet
Estimated Site Coverage:	14.55 % (21,000/144,300) or 29.10% (42,000/144,300)
Parking Provided:	278 parking stalls OR 6:6/1000 Medical / Office
Drive Aisle Widths:	Autos: 26' minimum

EXHIBIT C
INITIAL ESTIMATED COST (See Note 1)
PROPOSED INYO COUNTY CONSOLIDATED OFFICE BUILDING

	<u>Total Cost</u>	<u>Per Sq . Ft.</u> 42,000	<u>Comments</u> Building Area
Building Shell	\$3,886,200	\$92.53	
Tenant Improvement Allowance	\$1,890,000	\$45.00	original allowance offered
Additional Tenant Improvement Allowance	\$210,000	\$5.00	See note 2
Architecture & Engineering	\$271,200	\$6.46	
Permits	\$291,000	\$6.93	
Sitework	\$1,699,000	\$40.45	\$9.85 per square foot of site
Land	\$604,000	\$14.38	\$4.18 per sq.ft.of land
Soft Costs	\$944,250	\$22.48	11.45% of hard costs
Financing	\$120,000		
Interim Interest	\$211,500		
Legal, Title, Closing, Appraisal & Consulting	\$137,750		
Cresa-Project Mgmt/Project	\$385,500		
Cresa-Commission	\$90,000		
G&A Expenses, Insurance, Taxes And Contingency	\$412,500	\$9.82	5% of hard costs
Developer Fee	<u>\$408,300</u>	\$9.72	4% of project costs
	<u>\$10,616,450</u>		

Note 1 - These costs estimates prepared by CRESA Partners are to be considered as illustrative and hypothetical since the ENA provides that in Phase 1b, the proposer prepare both an updated space analysis and a final concept design

Note 2 - This additional allowance is intended to permit a somewhat more generous treatment of tenant fixtures and improvement costs within an earlier submitted budget of \$10.6 million that included higher site improvement costs



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 10:30 a.m. Closed Session Informational

FROM: County Administrator, County Counsel, Planning, Water, Sheriff, Agricultural Commissioner, Health & Human Services, Assessor, Information Services, Solid Waste, Motor Pool

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: Hidden Hills Solar Energy Generating System

DEPARTMENTAL RECOMMENDATION: The Board of Supervisors will conduct a workshop with County staff to:

- (a) Review the regulatory framework in which renewable energy facilities are permitted in the State of California;
- (b) Receive an update regarding the status of the Hidden Hills Solar Energy Generating System (HHSEGS) project, proposed by BrightSource Energy in the Charleston View area, in the California Energy Commission's (CEC) permit process;
- (c) Discuss the County statutes, ordinances, and regulations that are applicable to the HHSEGS project, including the County General Plan, Zoning Ordinance, and Title 21 (Renewable Energy Development), and would be enforced by the County if not for the CEC's sole permitting authority; and,
- (d) Understand the preliminary cost estimates that County departments have identified regarding the construction impacts and operation impacts that the HHSEGS will have on County programs and services based on the information disclosed by BrightSource Energy, and how those costs could change based on additional information or alternative scenarios.

SUMMARY DISCUSSION: Representatives of BrightSource Energy have submitted an application to the CEC for two 250-megawatt solar thermal power plants adjacent to each other in southeast Inyo County.¹ The project site is about 5.1 square miles in area north of Old Spanish Trail just west of the Nevada border in Charleston View. The proposed power plant includes two approximately 750-foot towers each surrounded by 85,000 mirrors that focus sunlight on boilers at the top of the towers; this runs generators near the base of the towers to produce electricity. The project will also utilize natural gas to supplement heat generation. The electricity is expected to be conveyed to California via power lines through Nevada; the Bureau of Land Management's (BLM) Southern Nevada District Office is beginning to prepare an Environmental Impact Statement for the electric transmission line and a natural gas pipeline that will supply gas to the proposed project.²

The CEC has exclusive permitting jurisdiction over the project pursuant to the Warren Alquist Act (Public Resources Code, Section 25000 et seq.). Its review process is a certified regulatory

¹ Refer to the CEC's website for the project at <http://www.energy.ca.gov/sitingcases/hiddenhills/> for more information regarding the project and the CEC entitlement process.

² Refer to the BLM's Southern Nevada District website at <http://www.blm.gov/nv/st/en/fo/lvfo.html> for more information regarding the proposed transmission and natural gas line, as well as the Notice of Intent for the EIS.

program under the California Environmental Quality Act (CEQA), which means that the environmental analysis the CEC undertakes as part of its permit process satisfies CEQA requirements. The CEC is currently in the discovery phase of its process, and expects a preliminary staff assessment in early April. A committee consisting of two Commissioners and a Hearing Officer presides over the proceedings, with the full Commission rendering a decision based on the recommendation of the Committee. Under the current schedule, a final decision is anticipated later in 2012. The County's previous input into the process is attached.

OTHER AGENCY INVOLVEMENT: CEC, BLM, and other federal and State permitting agencies; Sothern Inyo Fire Protection District, Death Valley Unified School District, and other agencies in southeast Inyo County that will be impacted by the project.

FINANCING: Costs incurred for County staff to participate in the CEC's permitting process are partially being offset by BrightSource Energy. Long-term costs to the County could be substantial, based on the costs identified by County Departments and revenues projected by BrightSource.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Bill 3-5-12</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

Joshua Hart

Date: *3-5-12*

Attachments: Previous Correspondence



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

**Phone: (760) 878-0283
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us**

February 27, 2012

**Mike Monosmith, Project Manager
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814-5112**

**Re: Hidden Hills Solar Electric Generating Systems, Application for Certification (11-AFC-2)
Reclamation Plan**

Dear Mr. Monosmith:

During the County's review of the California Energy Commission's (CEC) status report, I noted that there is no mention of a proposed reclamation plan for the proposed Hidden Hills Solar Electric Generating Systems (HHSEGS). I understand from our past conversations that Commission staff has encouraged the County to work with the applicant to establish a reclamation plan acceptable to both parties. Unfortunately, the applicant has not discussed this, or other pressing land use issues with County staff in over a month. For this reason, the County believes it will be necessary for the Commission to determine the terms and conditions of the reclamation plan. To that end, the County is requesting that Commission staff consult with and include the County in creating the recommended plan.

Section 21.20.030 of Title 21 of the Inyo County Code, which would apply to this project but for the CEC's exclusive jurisdiction, requires a reclamation/revegetation plan for the project site. The specifics of the reclamation plan are to be based on the "character of the surrounding area and such characteristics of the property as type of native vegetation, soil type, habitat, climate, water resources, and the existence of public trust resources." Based on the County's evaluation of the proposed project, County staff recommends that any reclamation plan include, at a minimum, the following:

1. Requirement for the removal and, to the extent possible, recycling of all equipment, structures, fencing and other fixtures or personal property placed on the project site. Recycling shall be coordinated with Inyo County to assure proper reporting is made to required State or Federal agencies.
2. Requirement that the project site be restored to its pre-project condition, including the requirement to revegetate the site with native plants. It is recommended that a native plant nursery be established to test native plants to be utilized in order to assure revegetation of the project site.
3. Establishment of a nonwasting Decommissioning Fund, which fund shall be fully secured by a letter of credit or the Power Purchase Agreement to assure sufficient financial resources are available at the end of the project's life to fund the reclamation plan.
4. Approval by the land owners of the reclamation plan.

5. Post-closure groundwater monitoring.

The County would appreciate discussing the mechanics for formulating a reclamation plan with Commission staff. Your assistance in providing that contact person or persons would be greatly appreciated.

Thank you. Please contact me at (760) 878-0268 or jhart@inyocounty.us at your earliest convenience to discuss these issues further. I look forward to hearing from you.

Sincerely,



Joshua Hart, AICP
Planning Director

cc: Board of Supervisors
CAO
County Counsel
BrightSource Energy



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

Phone: (760) 878-0263
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

February 23, 2012

Clay Jensen, Senior Director, Project Development
BrightSource Energy Inc.
410 S. Rampart Blvd, Suite 390
Las Vegas, NV 89145

Re: Hidden Hills Solar Energy Generating System, Application for Certification (11-AFC-2)
Outstanding County Land Use and Planning Issues

Dear Mr. Jensen:

At the California Energy Commission's (CEC) hearing on January 24, 2012, regarding the proposed Hidden Hills Solar Energy Generating System (HHSEGS), representatives of BrightSource Energy opined that the project is consistent with Inyo County's General Plan and Zoning Ordinance, but provided no legal rationale for this interpretation. I remind you that, to the contrary, the project is inconsistent with the County General Plan and Zoning Ordinance. As County representatives have previously conveyed to you on numerous occasions since last July, I urge you to submit an application for a General Plan Amendment (GPA) and Zone Reclassification as soon as possible. As you know, the County's application (attached) is relatively short and simple to complete. Time is of the essence to submit the application to coincide with the CEC's permitting process, and I fear that your inattention to this matter may unnecessarily delay the project.

The project is proposed on lands designated by the Inyo County General Plan Land Use Element as Open Space and Recreation (OSR) and Resort/Recreational (REC). The OSR designation provides for public parks, ball fields, horse stables, greenbelts, and similar and compatible uses. The REC designation provides for a mixture of residential and recreational commercial uses. The proposed power plant is inconsistent with these designations. In order to bring the project into consistency with the Land Use Element, it is suggested that a GPA be submitted to change the site's land use designation to General Industrial (GI). An alternative would be to process a GPA for a solar energy development land use designation or overlay, which could be applied for the site.

The project site is zoned Open Space with a 40-acre minimum lot size (OS-40). Purposes of the OS zoning district include, but are not limited to, encouraging protection of desert areas and environmental resources, such as scenic, natural features, and the open space character of the County from intensive land use activities. The proposed power plant is not permitted within the OS district; the only zoning designation that conditionally permits power plants is the General Industrial and Extractive (M-1) zoning district. In order for the project to be consistent with the Zoning Ordinance, the zoning for the project site will need to be changed. As an alternative to the M-1 zoning classification, an application for a zone text amendment to create a solar energy zone or similar zoning overlay could be initiated, which could be applied for the site. Other alternatives include applying for a Planned Unit Development (PUD), a Renewable Energy Development Agreement, and/or a Renewable Energy Permit.

Additionally, it appears that structures are proposed to cross property lines and easements for roads and utilities, some of which may have been accepted by the County and, as a property right, require a formal abandonment. To rectify this situation, parcels should be merged and the easements extinguished by one or more of the following three methods: (1) subdivision, (2) merger, or (3) reversion to acreage.

Some of the road dedications may have been accepted by the public, by use, and have become public roads. These road rights-of-way would be property rights held by the public. These perfected rights-of-way cannot be eliminated by subdivision, merger, or reversion to acreage. The public's rights-of-way may only be abandoned by action by the Board of Supervisors. This is a discretionary decision that can be exercised after a public hearing and by making findings regarding the continuing need for the road. County staff is currently confirming whether public roads exist across the project site.

The County is aware of and sensitive to the Commission's and your company's desire to avoid unnecessary delays. To that end, I would be remiss if I failed to point out that the County will need a minimum of 60 days, after the issuance of the environmental document, to process the applications through the decision-making bodies for action. I further understand that the legal complexities presented will require additional time for the various legal teams to concur on the procedural issues. This assumes that the land use applications are expeditiously submitted so that County staff can prepare the proposed actions for Planning Commission and Board of Supervisors action. We acknowledge the environmental review sequencing issues inherent in this process, and reiterate our commitment to working with BrightSource and the CEC to develop a mutually agreeable outcome that minimizes delays.

On January 24, BrightSource Energy represented to the Commission that it was working with the County to resolve the project's non-conformance. Since then, I have not received any communications from your team. If this delay is due to difficulty in understanding the County's requirements, I hope this letter has cleared up any misunderstanding. If you have any questions, please contact me at your earliest convenience at (760) 878-0268 or email me at jhart@inyocounty.us.

Thank you.

Sincerely,



Joshua Hart, AICP
Planning Director

Attachment

cc: Board of Supervisors
CAO
County Counsel
California Energy Commission



Inyo County Planning Department Permit Application
P.O. Drawer L
Independence, CA 93526
(760) 878-0263 (760) 872-2706

Staff Use Only For Public Hearing On: _____

Application Reference Number: _____

Review by: Staff Design Review Committee Planning Commission Board of Supervisors

Applicant Name:

Property owner: Name:

Address:

Address:

City:

State:

ZIP:

City:

State:

ZIP:

Telephone:

Telephone:

FAX:

FAX:

Assessor's Parcel Number(s):

Zoning:

Site Address:

General Plan:

BY SIGNING THIS APPLICATION THE APPLICANT/PROPERTY OWNER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE COUNTY HARMLESS FROM ANY CLAIM, ACTION, OR PROCEEDING ARISING FROM THIS APPLICATION OR BROUGHT TO ATTACK, SET ASIDE, VOID OR ANNUL THE COUNTY'S APPROVAL OF THIS APPLICATION, AND ANY ENVIRONMENTAL REVIEW ASSOCIATED WITH THE PROPOSED PROJECT.

Property Owner Consent: I consent to the submission of this application:

Date:

Signature:

Applicant or Engineer Certification: I hereby consent that the information contained in this application and any attachments are correct to the best of my knowledge: **Signature:**

Date:

Telephone:

Address:

- Application for:** General Plan Amendment Zone Change Use Permit Variance Tract Map
 Parcel Map Mobilehome Waiver Mining Reclamation Plan Parcel Merger Road Abandonment
 Specific Plan Certificate of Compliance Design Review Committee Time Extension
 Renewable Energy Development Agreement Renewable Energy Permit
 Renewable Energy Determination Other



Inyo County Planning Department
ENVIRONMENTAL INFORMATION FORM
(To be Completed by Applicant)

Date Filed: _____

GENERAL INFORMATION

1. Name and Address of property owner: _____
2. Name and address of developer or project sponsor: _____
3. Address of project: _____
Assessor's Parcel Number: _____
4. Name, address, and telephone number of person to be contacted concerning this project: _____
5. Indicate permit application number for the project to which this form pertains: _____
6. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies: _____
7. Existing zoning district: _____
8. Proposed use of site (Proposed Project): _____

PROJECT DESCRIPTION

9. Site size. _____
10. Buildings and site square footage. _____
11. Number of floors of construction. _____
12. Amount of off-street parking provided. _____
13. Attach plans. _____
14. Proposed scheduling. _____
15. Associated projects. _____
16. Anticipated incremental development. _____
17. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected. _____
18. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities. _____
19. If industrial, indicate type, estimated employment per shift, and loading facilities. _____
20. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project. _____
21. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required. _____

PROJECT CHECKLIST

Are the following items applicable to the project or its effects? Please include written discussions of any items checked "yes" (attach additional sheets as necessary).

- | | Yes | No |
|--|--------------------------|--------------------------|
| 21. Change in existing features of any bays, tidelands, beaches, or hills, or substantial alteration of ground contours. | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. Change in scenic views or vistas from existing residential areas or public lands or roads. | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. Change in pattern, scale, or character of general area of project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. Significant amounts of solid waste or litter. | <input type="checkbox"/> | <input type="checkbox"/> |
| 25. Change in dust, ash, smoke, fumes, or odors in vicinity. | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. Substantial change in existing noise or vibration levels in the vicinity. | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. Site on filled land or on slope of 10 percent or more. | <input type="checkbox"/> | <input type="checkbox"/> |
| 29. Use of disposal of potentially hazardous materials, such as toxic substances, flammables or explosives. | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. Relationship to a larger project or series of projects. | <input type="checkbox"/> | <input type="checkbox"/> |

ENVIRONMENTAL SETTING

33. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Attach additional sheets as necessary.
34. Describe the surrounding properties, including information on plant and animals and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity. Attach additional sheets as necessary.

CERTIFICATION

I hereby certify that written statements, attachments, and exhibits present facts required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date _____

Signature _____

Signature _____

For _____



CONSENT OF PROPERTY OWNER AND DESIGNATION OF AUTHORIZED AGENT

Inyo County Planning Department File No. _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at: (print address) _____ identified as Assessor Parcel Number _____ - _____ - _____ for which a land use permit, land division, general plan or ordinance amendment, or LAFCO application referral is being filed with Inyo county requesting an approval for: (specify type of project, for example: General Plan amendment) _____ do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized (print name of agent) _____ to act as my (our) agent in all contacts with Inyo County and to sign for all necessary permits in connection with this matter.
2. I (we) hereby grant consent to the Inyo County, its officers, agents, employees, independent contractors, consultants, subconsultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the county, their officers, agencies, employees, independent contractors, consultants, subconsultants, and their officers agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
3. If prior notice is required for an entry to survey or inspect the property. Please contact:
 Print Name: _____
 Print Address: _____
 Daytime Telephone Number: _____
4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property: _____

Person or entity granting consent:
 Print Name: _____
 Print Address: _____
 Daytime Telephone Number: _____ Date: _____
 Signature of property owner: _____

Authorized agent:
 Print Name: _____
 Print Address: _____
 Daytime Telephone Number: _____
 Signature of authorized agent: _____ Date: _____

Inyo County Planning Department

REQUIREMENTS FOR PROVIDING PUBLIC HEARING NOTICE INFORMATION

The following applications require the provision of public hearing notices to surrounding property owners within 300 feet:

- Conditional Use Permit
- Certificates of Compliance (boundary line adjustments and land divisions)
- General Plan Amendment
- Mobilehome Waiver
- Road Abandonment
- Surface Mining Reclamation Plan
- Variance
- Zoning Reclassification
- Tentative Parcel Map
- Tentative Tract Map

When applying for any of the above, you are required to provide the information necessary to notify the surrounding property owners about all public hearings for your project: This information shall be provided in the following manner:

1. Using the current Inyo County Assessor's map(s) that includes the parcel(s) upon which your project is located and all parcels within 300 feet of the exterior boundaries of that parcel, clearly outline the exterior boundaries of the parcel(s) on which your project is located. A second line must be drawn to clearly indicate a distance of 300 feet from the exterior boundaries of the parcel(s) upon which the project is located. Check the scale shown on each map (they may be different), and use all necessary adjoining maps to include all surrounding properties within 300 feet.
2. Using the latest information from the Inyo County Assessor's tax roll under preparation, list the Assessor Parcel Numbers (APNs), property owners name, and address for all parcels located within, partially within, or touching the areas included within the 300 foot boundary of the parcel(s) upon which your project is located.
3. Assessor's Maps may be purchased from the Inyo County Assessor's Office. Staff can help you determine which map(s) you will need. **The Inyo County Assessor's Office will provide the required list of surrounding property owners for a fee. You may contact the Assessor's Office at (760) 878-0302.**
4. You must also prepare a list of the names and address of service providers to your proposed project including water service, sewer service, schools, fire protection, electricity, telephone, and cable television.
5. Include the following with your application when you submit it to the Planning Department:
 - The county assessor maps(s) covering your project site with the 300 foot surrounding area shown outlined.
 - The list of Assessor Parcel Numbers, property owners and addressed for all properties within 300 feet of the project site.
 - Names and addresses of the applicant, the applicant's representative or other interested parties.
 - Number 10 envelopes (letter sized) with first class postage affixed and addressed to each owner and service provider.
 - This form signed and dated at the bottom.

CERTIFIED PROPERTY OWNER LIST

I, hereby certify that the attached information contains all of the assessor parcel numbers from the latest Assessor's Roll under preparation of all the properties within the area described on the attached application and within a distance of three hundred (300) feet from all exterior boundaries of that property. In addition, all service providers' names and addresses have been provided.

I certify under penalty of perjury that the foregoing is true and correct.

Signed _____ Date _____

**INYO COUNTY PLANNING DEPARTMENT
CUSTOMER SURVEY**

This survey is part of the Planning Department's ongoing effort to improve services to citizens using the Inyo County permit processing system. This completed survey should be mailed in the enclosed postage paid envelope. Thank you for your feedback.

YES NO

<input type="checkbox"/>	<input type="checkbox"/>	1. Is the Planning Department office located conveniently for your access?
<input type="checkbox"/>	<input type="checkbox"/>	2. Would Planning Department field offices in other parts of Inyo County be important to you?
<input type="checkbox"/>	<input type="checkbox"/>	3. Were you readily able to reach the Planning office by telephone?
<input type="checkbox"/>	<input type="checkbox"/>	4. Were return calls made within a reasonable amount of time?
<input type="checkbox"/>	<input type="checkbox"/>	5. Were handouts available explaining the various permits?
<input type="checkbox"/>	<input type="checkbox"/>	6. Were the application forms clear and easy to use?
<input type="checkbox"/>	<input type="checkbox"/>	7. Did you receive a clear indication of the processing time for your project?
<input type="checkbox"/>	<input type="checkbox"/>	8. At the time of application were you told your public hearing date?
<input type="checkbox"/>	<input type="checkbox"/>	9. Did you receive the help you needed from the Planning staff?
<input type="checkbox"/>	<input type="checkbox"/>	10. Was a review copy of the staff report submitted to you before the Planning Commission meeting?
<input type="checkbox"/>	<input type="checkbox"/>	11. Did you discuss the staff report and recommended conditions with staff before the Planning Commission meeting?
<input type="checkbox"/>	<input type="checkbox"/>	12. Did staff recommend fair and reasonable permit conditions?
<input type="checkbox"/>	<input type="checkbox"/>	13. Did the Planning staff present information to you understandably?
<input type="checkbox"/>	<input type="checkbox"/>	15. Were the applications processing fees required by the County for your Planning applications excessive?
<input type="checkbox"/>	<input type="checkbox"/>	16. Was your interaction with the Planning Department pleasant?
<input type="checkbox"/>	<input type="checkbox"/>	17. Did the Planning Commission conduct a fair hearing for your project?

Do you have any suggestions for improving service or complaints concerning the service you received from the Planning Department?

If you would like a response to your comments, please provide your name and telephone number (optional).

Name: _____ Telephone: (____) _____



Planning Department
 168 North Edwards Street
 Post Office Drawer L
 Independence, California 93526

Phone: (760) 878-0263
 (760) 872-2706
 FAX: (760) 878-0382
 E-Mail: inyoPlanning@inyocounty.us

PROCESSING FEE AGREEMENT

APPLICATION TYPE: (Check the type of processing requested)

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> APPEAL | <input type="checkbox"/> MINE INSPECTION | <input type="checkbox"/> PARCEL MERGER | <input type="checkbox"/> TRACT MAP |
| <input type="checkbox"/> CERTIFICATE OF COMPLIANCE | <input type="checkbox"/> MINE RECLAMATION PLAN | <input type="checkbox"/> ROAD ABANDONMENT | <input type="checkbox"/> VARIANCE |
| <input type="checkbox"/> LOT LINE ADJUSTMENT | <input type="checkbox"/> MOBILEHOME WAIVER | <input type="checkbox"/> SPECIFIC PLAN | <input type="checkbox"/> ZONE RECLASSIFICATION |
| <input type="checkbox"/> CONDITIONAL USE PERMIT | <input type="checkbox"/> PARCEL MAP | <input type="checkbox"/> TELECOMMUNICATIONS PLAN | <input type="checkbox"/> OTHER: _____ |
| <input type="checkbox"/> GENERAL PLAN AMENDMENT | <input type="checkbox"/> PRE-APPLICATION MEETING REQUIRED | | |

APPLICANT INFORMATION: (Contact person)

Applicant Name: _____ Day Phone: (____) _____
 Billing Address: _____ Zip Code _____
 Landowner Name: _____ Day Phone: (____) _____
 Mailing Address: _____ Zip Code _____
 Agent Name: _____ Day Phone: (____) _____
 Mailing Address: _____ Zip Code _____

PROPERTY INFORMATION: Assessor's Parcel Number(s): _____ Total Site Area _____

Legal Description: Lot _____ Block _____ Tract _____ (or),
 Section _____ Township _____ Range _____ Base line & Meridian _____

Site Location: (If no street address, describe first with name of road providing access to the site, then nearest roads, landmarks):

By County ordinance, Planning Department Processing Fees recover the costs of processing applications. These costs include personnel and overhead costs, as indicated on the attached schedule, as well as the cost of materials necessary to process the application. The deposit you pay is an estimate of the cost of processing the application and may not cover the entire cost for which you will ultimately be responsible.

Your initial deposit amount of \$ _____ will be applied toward processing your application(s). Interest does not accrue on this deposit. Monthly withdrawals against this deposit will be made based on the costs incurred in processing your application(s). Statements will be sent to you each month documenting the draws against your deposit. If the deposit reaches a balance of \$400.00 or less, you will be asked to make a subsequent deposit. You will be expected to deposit these additional fees within 30 days of a request for additional funds. If there is a balance remaining after reconciling the final bill, a refund check will be mailed to you within 45 days of the final closure of the project.

In order to implement the cost recovery provisions, please sign this statement indicating your agreement to the cost recovery procedure. The signed agreement is required for your application(s) to be accepted for processing. If you have questions regarding your application(s), or the billing status of your application(s), contact the Inyo County Planning Department at (760) 878-0263, and provide your project file number(s).

I, _____ (applicant's name), agree to pay the Inyo County Planning Department Processing Fee, which consists of the costs, as described above, incurred by Inyo County in processing this application. Such payment will be made to the Inyo County Planning Department, P.O. Drawer L, Independence, CA 93526. I understand and agree that processing of my application will be suspended pending receipt by the Planning Department of all requested deposits. In the event of default of my obligations, I agree to pay all costs and expenses incurred by Inyo County in securing performance of this obligation, including the cost of suit and reasonable attorneys' fees.

Responsible Party's Signature * _____ Date _____

Project File Number(s): _____

* Applicant or Landowner listed above

KEVIN D. CARUNCHIO
County Administrative Officer



TEL: (760) 878-0292
FAX: (760) 878-2241
E-mail: kcarunchio@inyocounty.us

COUNTY OF INYO

ADMINISTRATOR'S OFFICE
P. O. Drawer N
INDEPENDENCE, CALIFORNIA 93526

February 16, 2012

Mike Monasmith, Project Manager
Amanda Stennick, Planner III/Supervisor
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814-5112

**SUBJECT: Hidden Hills Solar Energy Generating System Project
Socio-Economic Impacts to Inyo County**

Dear Mr. Monasmith and Ms. Stennick:

Forwarded with this letter are preliminary estimates of the fiscal impacts of the construction and operation of the proposed Hidden Hills Solar Electric Generating System (HHSEGS), prepared by nine (9) Inyo County departments, with the assistance of the County's economists, Gruen Gruen + Associates (GG+A). The estimates are preliminary because the information the County has received to date about the construction and operation of the proposed project is not complete. As a result, the departments have had to rely solely on the information contained in the Application for Certification (AFC) to the California Energy Commission, and clarifying information regarding that application supplied by CH2MHill in response to questions from GG+A.

For example, the County Sheriff prepared his estimates without access to a security plan for the proposed project or information about what the project's sponsor had agreed to contribute to the cost of facilities, such as an emergency response center that would be needed for the Sheriff's Office to fulfill its responsibilities. (Please note that also enclosed with this correspondence are responses from the Inyo County Sheriff's Office in regard to your September 30, 2011 letter to Undersheriff Keith Hardcastle and the associated law enforcement needs assessment form.)

We were also unable to obtain any information about the proportion of the considerable heavy truck traffic likely to come from the California and Nevada sides of the project; in its present condition, The Old Spanish Trail, an historic, key road to the project is simply not able to handle the traffic that will be induced by the project and will deteriorate rapidly if it is not reconstructed in advance of the commencement of construction activities related to the project.

Mike Monasmith
Amanda Stennick
California Energy Commission
February 16, 2012
Page 2

Rather than wait until the County had all the information about the relevant aspects of the construction and operation phases of the project, the County departments have made what we believe are reasonable assumptions about the demand for the construction and maintenance of public facilities, as well as the required public services that will be induced by the proposed project's construction and operation. As discussed in the accompanying correspondence that summarizes the cost estimates, some of the work by County agencies and departments will have to begin before project construction starts.

As those members of your staff who have visited Charleston View know, the area where the proposed project will be sited is sparsely populated, and presently only very lightly served by County agencies and departments from offices and stations located at significant distances from the site. For the most part, Charleston View is not yet a place where the marginal costs of providing public services to a large and expensive project are relatively low. Access to necessary public services cannot yet be provided by simply making small additions to an existing base of public capital and personnel.

In the enclosed correspondence from County departments, the County departments estimated the initial costs that will be induced by the project during its construction, and the annual costs that will be induced during operation. A summary of these cost forecasts is presented in Table 1 below. If your staff or consultants have questions for the departments, please coordinate your questions through this office so we can avoid duplication and update our own data base with the answers you receive.

**Table 1
Forecasts of Departmental Costs Induced by Construction and Operation of HHSEGS**

Departments	Initial/ Construction	Ongoing Annual*	Comments
Health & Human Services		\$188,115	
Assessor	\$120,000	\$120,000	Specialized appraisal requiring the retention of expert appraiser and tax counsel.
Sheriff	\$2,130,966	\$1,269,120	Closest substation is 34 miles away, and current staff serves 3,200 square miles west of the substation. See Law Enforcement Needs Assessment Form.
Public Works	\$8,157,000	\$78,500	Reconstruction of Spanish Trail and annual maintenance
Information Services	\$237,600		Assumes 30 months of high speed data communications system
Agricultural	\$150,000	50,000	Monitoring and control project targeted against introduction of invasive weeds
Waste Management	\$156,000		Waste collection for 3 years from Tecopa RV Park and Charleston View area.
Motor Pool	\$33,200		Lower of two estimates of trips during construction. May be as high as \$66,000
Water Department	\$145,000	\$8,000	Estimate for creation of monitoring program and on-going monitoring costs.
Total	\$11,129,466	\$1,713,735	

*Annual costs shown are for the first year. They are estimated to increase at 5% per year.

Source: Information on the project's characteristics provided by the BrightSource AFC and additional information provided by CH2MHill in response to questions by Gruen Gruen + Associates

Mike Monasmith
Amanda Stennick
California Energy Commission
February 16, 2012
Page 4

We have not completed our estimates of the costs associated with the opportunity for alternative use of the 3,277 acres and the adjoining lands that will be foregone with the construction of the project. As discussed in the AFC, "The Old Spanish Trail" and other portions of Charleston View are historic, and the area has significant environmental assets that are just beginning to attract some specialty visitors, such as eco-tourists and geologists. The project would occupy 3,277 acres of a 13,000-acre property that accounts for 8 percent of all remaining private land in Inyo County. While the availability of such a large parcel of privately owned land is unique, the Charleston View area has yet to reach an economic "take off point."

Development of the proposed project site is allowed by current County land use regulations to entitle the construction of housing on 170 parcels, but no construction is started and a wide variety of other options for the future use are likely to open up once electricity is brought to the area. Electricity will finally be coming to the area no later than next year, and the availability of that service will remove one major impediment to development. The other major impediment to future development is uncertainty concerning the availability of sufficient water to support major commercial, recreational or residential developments. Several years ago, a test well for water to serve a proposed residential development was started but not completed. Timing of development, which in this case would be a series of "no project alternatives" to the proposed project, is difficult to predict, but the County has asked its economist to work with the Inyo County Planning Department and your Commission on the necessary no-development forecasts.

Through separate correspondence, the County will be submitting recommendations for monitoring and protecting hydrologic resources in the area consistent with conditions the County has placed on other industrial developments in Inyo County, and what the County would likely require of the project applicant if not for the exclusive permitting jurisdiction of the California Energy Commission. Costs associated with the Inyo County Water Department involvement in monitoring hydrologic issues associated with the project, including any hydrologic mitigation program that may be adopted by the CEC, are included in this correspondence.

Because of the proposed HHSEGS project's physical characteristics, its completion would not only hinder any future alternative use of the site itself, but also the private lands around it, including the 9,500-acres of land around the site that are owned by the same lessor of the project site. The mirrors, 750-foot tower and other interference with the aesthetics and views in the area are a potential drag on the demand for neighboring uses, as is the potential hazard or perception of hazard from the high pressure gas lines and other project externalities.

Mike Monasmith
Amanda Stennick
California Energy Commission
February 16, 2012
Page 5

While much work still needs to be done to obtain an understanding of the longer run opportunities that would be lost to the County's residential, employment and tax base, it is clear that the cost of these lost opportunities may be significant. We offer this correspondence, including the incorporated documentation, as a starting point for that analysis.

To assist us in being able to evaluate and more fully analyze the opportunity costs associated with the project, Inyo County requests that it be provided with a copy of the applicant's Power Purchase Agreement with Pacific Gas and Electric, as approved by the California Public Utilities Commission, as well as a copy of the applicant's lease agreement with the owner of the project site. Both documents are critical for the County and, we assume your agency, to fully evaluate the socioeconomic impacts of the project. If necessary to gain access to these documents, the County is agreeable to developing and entering into a confidentiality agreement to meet the needs of all involved parties.

In light of the California Energy Commission's sole jurisdiction for permitting the Hidden Hills Solar Energy Generating System project, Inyo County will look to the Commission to fully identify and mitigate the project's impacts on already-strained County programs and services, both during its construction and during its operation, including addressing opportunity costs associated with the project. The County appreciates the Commission's recognition of the applicability of Title 21 of the Inyo County Code to the project, and the requirements that ordinance places on projects such as the HHSEGS to fully analyze the socioeconomic impacts of the project in much more detail than otherwise required by the California Environmental Quality Act, as evidenced by the Commission's engagement of Aspen Consulting to assist in the preparation of a socioeconomic analysis. In order to avoid duplication of effort, and to ensure the resulting analysis meets the needs of the County pursuant to Title 21, we request you consider allowing GG+A to assist Aspen in the preparation of the socioeconomic analysis rather than relegating the County and GG+A to reviewing and commenting on Aspen's analysis after it is published.

As shown in the table above, the costs to the County greatly exceed the increased property taxes that the County will receive due to the construction of the project (approximately \$300,000 per year according to the AFC) and the taxes are insufficient to support needed local improvements and services required to serve the project.

Mike Monasmith
Amanda Stennick
California Energy Commission
February 16, 2012
Page 6

Thank you for your consideration of our preliminary analyses and requests. Please contact me directly if any aspect of this correspondence requires clarification or further discussion and I will gladly put you in contact with the appropriate County staff and/or representative. I understand that this memorandum addresses economic impacts which are being addressed by different Commission analyses. I am requesting that you forward this letter to each analyst addressing the impacted service areas for their consideration.

Sincerely,



Kevin D. Carunchio
County Administrative Officer
County of Inyo

KDC/dg
Enclosures

cc: Inyo County Board of Supervisors
Inyo County Health and Human Services
Inyo County Assessor
Inyo County Sheriff
Inyo County Public Works
Inyo County Information Services
Inyo County Agriculture
Inyo County Waste Management
Inyo County Motor Pool
Inyo County Water Department
Gruen Gruen + Associates

HHS – Administrative Office
P.O. Drawer A, 155 E. Market Street
Independence, CA 93526
Tel: (760) 878-0242 FAX: (760) 878-0266

OR

163 May Street
Bishop, CA 93514
Tel: (760) 873-3305 FAX: (760) 873-6505

County of Inyo
Health and Human Services
Department/Inyo Mono Area
Agency on Aging

Jean Turner, MHA, Director

#InyoCountyCA

MEMO

TO: Claude and Nina Gruen, Gruen and Gruen Associates

FROM: Jean Turner, HHS Director

CC: Kevin Carunchio, County Administrator

DATE: January 5, 2012

SUBJECT: Impacts from Bright Source Energy Project

Our Health and Human Services Department is mandated to provide a myriad of services to Inyo County residents, including such services as monitoring communicable diseases, providing state-licensed programs for people convicted of drinking and driving, mental health, Medi-Cal eligibility, Food Stamps, Social Services, assistance to the homeless and to older adults. Because of the vast differences in the intensity of services – contingent upon which program – staffing ratios to persons served can vary from 1:6 to 1:150. Historically, to make that work, we can provided minimum staffing in our Tecopa-based operation, including one full time on-site Manager over all HHS services and one full time paraprofessional – an HHS Specialist – to assist the Manager in the various programs. We rely on the fragile videoconferencing equipment to augment services by having Tecopa-based employees connect residents to other HHS employees in larger population centers in Inyo County.

Using those same principles, we expect that even if a minimal number of Bright Source employees reside in Inyo County, at least some of them can be expected to require some level of HHS service, simply based on residency. For starters, our paraprofessional would need to travel from her Tecopa office to verify residency of employee-applicants for HHS services. Further, it is reasonable to expect the possibility of communicable disease issues – some of which we have a State mandate to monitor, treat and report – some arrests for drinking and driving, some need for Social Services, as well as applications for Medi-Cal, Food Stamps or other types of assistance that many laborers are eligible for in their county of residency. These beginning needs - applications for services, residency verification, processing to approve or deny eligibility for services, and connecting to the appropriate service – for even a small number of new residents will require another full time paraprofessional.

Should the level of service required exceed that offered in southeast Inyo County currently, HHS would attempt to continue its use of videoconferencing for services. However, for drinking-driver services, the State restricts the number of individuals that can be in a single class, so it is likely that an additional Addictions Counselor would need to be added to the Bishop-based treatment staff in order to offer one additional class via videoconference. Should the level of service need increase more significantly, HHS would need additional professional staff based in the Tecopa area.

All of these needs support the enhancement of cell phone service in southeast Inyo County, which currently is below standard. Should cell service be improved, all HHS staff based in the region will need to be equipped with cell phones in order to provide better public access to services over the distances in the region.

Based on the above discussion, HHS projects the following:

HHS Annual Impacts by Bright Source Workforce First Year Annual Cost

Personnel:

one full time HHS Specialist	\$ 92,110
one part time Addictions Counselor	53,512

Personnel-Related Costs:

one vehicle	25,000
required class curriculum and participant materials	15,000
increased utility costs	693
three cell phones and service	1,800
enhanced Information Technology infrastructure and videoconferencing capacity (See I.T. estimates)	

Total Year One HHS Estimated Cost **\$ 188,115**
(not including enhanced IT capacity)

Subsequent to year one, you should expect to see an annual increase in the HHS cost of doing business of approximately 5% even if there are no other increased impacts.

OFFICE OF THE
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
SHERIFF

KEITH HARDCASTLE
UNDERSHERIFF

"A Professional Service Agency"

Date: January 16, 2012

To: Kevin Carunchio, Inyo County Administrator

From: Sheriff William Lutze

RE: Estimated Cost Impacts of HHSEGS on Office of the Sheriff, Inyo County, California

Kevin,

Below is a breakdown of the estimated costs at this time for the Hidden Hills Solar Project located in Charleston View, California. These estimates are based on our understanding of the private infrastructure, local employment and population changes that will be induced by the project. Primarily, the changes in the local industrial, employment and population that must be served by this office are the direct result of the project's construction and operation, rather than the induced spillover effect on the existing economy of Inyo County, which we understand will be small relative to the direct effect of the HHSEGS construction and ongoing operation. We have prepared these estimates without the benefit of a security plan from BrightSource that might include the internalization of some security requirements that would otherwise be the sole responsibility of the Office of the Sheriff.

Our estimates are categorized as one-time initial costs and annual on-going costs. It is possible that BrightSource might want to provide the housing needed for our officers, the sites for such housing and/or the substation building that could be part of a "community building". It should be noted that if approved we must begin the process quickly as the hiring and training process takes approximately one year.

One time initial costs:

- **Hiring and Recruitment** **\$2,048.00 X7** **\$14,336.00**
Hiring and Recruitment: New positions require standard recruitment costs such as advertising, as well as costs associated with required background investigations, psychological examinations, and physical clearance. The total cost equates to \$2,048 each. There will be a need for seven positions; therefore the total amount is \$14,336.

- **Academy Training** **\$18,390.00X7** **\$128,730.00**
Academy Training: Academy training is required for all officers. The cost is approximately \$18,390 for each of the seven new positions; this includes tuition, required gear and ammunition, housing, and per diem. The total amount for seven positions is \$128,730.

- | | | |
|--|----------------------|---------------------|
| > Initial Startup
(Vehicle, uniform equipment, personal Gear) | \$49,700.00X7 | \$347,900.00 |
|--|----------------------|---------------------|

Initial startup: As mentioned in the original cost breakdown, this includes equipping each officer with a patrol vehicle, personal gear, and uniforms. The estimate for the vehicle is based on recent County purchases, and the cost associated with officer gear fluctuates very little. The amount for each officer is \$49,700; the total for seven officers is \$347,900.

- | | | |
|------------------|----------------------|---------------------|
| > Housing | \$80,000.00X7 | \$560,000.00 |
|------------------|----------------------|---------------------|

- > **Housing:** The Inyo County Sheriff's Office has assumed responsibility for maintaining housing facilities for officers stationed in remote regions of Inyo County due to the lack of availability and adequate housing in the area and due to greater success in both recruitment and retention of employees. The original estimate of \$560,000 was inclusive of individual modular residences for each of the seven new positions (\$80,000 each).

- | | | |
|--------------------------|----------------------|---------------------|
| > Property (Land) | \$60,000.00X8 | \$480,000.00 |
|--------------------------|----------------------|---------------------|

- > **Property:** The property cost is based upon a 2.5 acre minimum requirement of sewer and water, as set forth by the current Inyo County General Plan. Plan changes may alter the estimated price of \$60,000 per site. Seven of the eight of the sites are for the employee housing. The eighth is for the substation, below.

- | | | |
|------------------------------|-----------------------|---------------------|
| > Substation Building | \$450,000.00X1 | \$450,000.00 |
|------------------------------|-----------------------|---------------------|

- > **Substation Building:** The total amount, \$450,000, represents construction and development costs for a new Sheriff's substation facility. This facility would need to be large enough for day to day Sheriff's operations and storage, and to serve as an evacuation and temporary shelter site for any potential local disasters or emergencies. The Inyo County Sheriff's Office would be willing to review and consider a consolidated housing, and substation facility to be built and donated by BrightSource.

Note Substation set-up: The total amount estimated is \$150,000 and will include necessary technology (hardware, software, computers, copiers, printers, etc.), security system, and office equipment and furniture.

- | | | |
|---------------------------|-----------------------|---------------------|
| > Substation setup | \$150,000.00X1 | \$150,000.00 |
|---------------------------|-----------------------|---------------------|

Total	\$2,130,966.00
--------------	-----------------------

Ongoing costs (yearly basis)

- | | |
|--|---------------------|
| > Personnel Costs (salary and Benefits) | \$989,828.00 |
|--|---------------------|

1 Sergeant
1 Corporal
5 Deputy Sheriffs
1 Account Tech 3

Personnel Costs: The Inyo County Sheriff's Office recognizes that an introduction of infrastructure, such as the size and scope of the Hidden Hills Project, will require additional staff. It is neither feasible nor cost effective for the Office of the Sheriff to meet its responsibilities to HHSEGS from the closest current substation, which is approximately 34 miles from the project, with a staff that already covers 3,200 square miles to the west of that substation; including the towns of Furnace Creek Ranch (in Death Valley) and Stovepipe Wells (in Death Valley) which are located 60 and 90 miles from that substation. An analysis of the potential impact of this project (which factored in population increase and therefore an inevitable increase in crime), resulted in the conclusion that in order for twenty-four

hour patrol coverage to take place, as well as basic accommodations in scheduling there would be a need for seven sworn staff, and one non-sworn position to serve as an office manager. The total amount, \$989,826 is based on current Inyo County salaries, benefits, and retirement contribution for one sergeant, one corporal, five deputy sheriffs, and one account technician. If the on-project security force hired by BrightSource is of sufficient size and capability to carry some of the responsibility normally carried out by the Office of the Sheriff, it may be possible to reduce somewhat the additional staff that this office will have to station in Charleston View.

- **Yearly Training costs** **\$90,920.00**

➤ **Yearly training cost:** Training of sworn deputies is mandated; estimates are based 10 percent of an individual's salary. This amount factors in overtime for travel/training, per diem, hotel, and training registration fees.

- **Utilities, Maintenance** **\$24,000.00**

➤ **Utilities and maintenance:** The total annual estimate for utilities and maintenance for a sheriff's substation and housing for sheriff's deputies is approximately \$24,000.

- **Vehicle Costs @\$.70 per mileX7** **\$49,000.00**

➤ **Vehicle cost:** Due to the remote area of the Hidden Hills Project and the added necessity for patrol deputies to access and respond to desolate terrain within Inyo County, four-wheel drive vehicles are essential. The current 2012 mileage reimbursement rate per the Internal Revenue Services is 55.5 cents per mile; the added costs associated with fueling four-wheel drive vehicles and the general wear that will occur due to the rough terrain accounts for the estimated increase to 70 cents per mile. At minimum each patrol vehicle will incur fuel and maintenance costs of approximately \$7,000 each; therefore the total for seven four-wheel drive patrol vehicles per year is \$49,000.

- **Administrative Overhead** **\$115,374.00**

➤ **Administrative overhead:** The estimated amount of \$115,374 is directly related to the cost that the Inyo County Sheriff's Office will incur for offsite support staff, sworn personal, maintenance of contracts, processing payroll, budget preparations, employee evaluations, and all other necessary record keeping and costs associated with conducting business.

Yearly total cost **\$1,289,120.00**

Total one time startup plus 1st year annual cost **\$3,400,086.00**

****An annual 4% increase each year will be added for increased expenses.**

If you have any questions or need further information, please contact me.

Sincerely,


William R. Lutze, Sheriff

Office of the
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
Sheriff

Keith Hardcastle
Undersheriff

"A Professional Service Agency"

February 16, 2012

Amanda Stennick
California Energy Commission
1516 Ninth Street, MS 40
Sacramento, CA 95814

RE: Response to questions in September 30, 2011 letter regarding law enforcement needs for the proposed Hidden Hills Solar Electric Generating Systems (HHSEGS)

Dear Ms. Stennick,

I apologize for the delay in responding to the questions in the September 30, 2011 letter regarding law enforcement needs for the proposed HHSEGS project.

CEC question: Can you clarify what the response time would be from the sheriff station in Shoshone? The AFC seems to indicate a response time of 30 minutes to 1 hour and then reports a response time of 1.5 hours to 2 hours.

Answer: There is a substation in Shoshone; approximately 34 miles from the project site. However, the patrol deputy stationed in Shoshone is responsible a 3,200 square mile beat area. Therefore the response time is dependent upon where the patrol deputy is in the beat; response time can vary from 30 minutes to 4 hours. Depending on the type of assistance needed, and the geographic location of other deputies, response time for any additional or specialized assistance could be an added 3 to 4 hours on top of the 3 to 4 hour initial response time.

CEC question: Beside the California Highway Patrol and Nevada Highway Patrol, who is the primary law enforcement agency for state highways and roads and does the Inyo County Sheriff's Department have any other law enforcement resources that could respond to law enforcement calls at the project site?

Answer: Nevada Highway Patrol has no law enforcement authority in California for crimes. California Highway Patrol has the primary responsibility of traffic. The closest responder with California Peace Officer rights is San Bernardino County Sheriff; the response time could be upward of four hours. Just to clarify, National Park Services and Bureau of Land Management have rangers in the project site vicinity, but neither agency has peace officer authority under PC §830.1.

If you have any further questions please do not hesitate to contact me at (760) 878-0326 or you may email me at: blutze@inyocounty.us.

Thank you,


Sheriff William Lutze

Law Enforcement Needs Assessment Form

Project Characteristics, as Proposed by the Project Applicant

Type, Location, Size, and Site Access:	Power generating facility proposed on 3,277 acres in Inyo County, California, along the California-Nevada border. Primary site access would be from Tecopa Road (Old Spanish Trail Highway) from the project entrance road at the east side of the project. Secondary access would also be from Tecopa Road at the west side of the project, then along the paved road between the two solar plants.
Estimated Schedule:	Construction of the power generating facility, from site preparation and grading to commercial operation, would take approximately 29 months. If approved, construction would begin the third quarter of 2012 and conclude the second quarter of 2015. The two solar plants would be constructed concurrently with a planned three-month delay between their start dates. See Table 2.2-2 in the Project Description Section of the AFC for a list of the project schedule major milestones.
Construction (Traffic and Work Force):	Construction would generally occur between 5 a.m. and 3:30 p.m. with swing shift during heeleostat assembly from 6:00 p.m. to 4:00 a.m. During the peak construction month (month 14), approximately 2,744 daily trips would occur. Of these daily trips, truck traffic accounts for 834 trips. The truck trips are assumed to be spread out equally throughout the day (from 6 a.m. to 6:00 p.m.). These trips are only the trips for the project site and do not include the trips related to the construction of the transmission line and gas line (as they are off-site). The number of workers per day range from 35 in month 29 to 1,033 in month 14. The highest numbers are predicted during construction months 13 through 16. The peak number of workers on-site is during month 14 with a projected 1,033 workers. Overall, there is a 1-year period where the number of workers is within approximately 20% of the peak.
Operation (Staff and Traffic):	The project would employ approximately 120 full-time workers resulting in approximately 240 daily trips. Only 40 employees are required for the daytime shift (80 trips) and the remaining 80 employees would work an evening shift. The evening shift employees would likely travel outside of the peak commute period.
Security:	A 12-foot-wide unpaved path would be constructed on the inside perimeter of the project boundary fence for use by HHSEGS personnel to monitor and maintain perimeter security. The AFC does not discuss any other proposed on-site security measures.

**Existing Law Enforcement Resources and Services in the Project Area
(attach additional paper if more room is needed to answer questions)**

Names and addresses of the facilities (e.g., sheriff substations) serving the project area, and distance of closest dispatch facility to the project site:	<p>Shoshone Substation Hwy 127 Shoshone, CA Approximately 34 miles from the project site.</p> <p>Closest dispatch facility is in Independence, approximately 200 miles from the project site.</p>
Adopted or desired service standard (e.g., one sworn officer per 1,000 population) applicable to the project site:	The service standard is not based on population; service standard is based on the amount of area covered, and response time needed for calls for service.
Existing staffing levels for facilities serving the project area (including sworn officers and civilians, totals and per shift):	One deputy currently patrols 3,200 square miles.
Estimated response times to the project site: Priority calls: Non-Priority calls:	Estimated response time for priority calls could be 3 to 3.5 hours; these times are based on where the patrol deputy is located in the 3,200 square mile beat area once a call for service is received. Non-priority response time is 4-plus hours. It should be noted that depending on the type of assistance needed, and the geographic location of the other deputies, response time for any additional or specialized assistance could be an added 3 to 4 hours on top of the 3 to 4 hour initial response time.

Law Enforcement Needs Assessment Form

Current projected needs (e.g., facilities and staff) to maintain or meet existing service levels:

Additional needs beyond those identified above to maintain or meet existing service levels with the project:

Hiring and Recruitment: New positions require standard recruitment costs such as advertising, as well as costs associated with required background investigations, psychological examinations, and physical clearance. There will be a need for seven positions.

Academy Training: Academy training is required for all officers.

Initial startup: This includes equipping each officer with a patrol vehicle, personal gear, and uniforms.

Housing and Property: The Inyo County Sheriff's Office has assumed responsibility for maintaining housing facilities for officers stationed in remote regions of Inyo County due to the lack of availability and adequate housing in the area and due to greater success in both recruitment and retention of employees.

Substation Building: This facility would need to be large enough for day to day Sheriff's operations and storage, and to serve as an evacuation and temporary shelter site for any potential local disasters or emergencies.

Substation set-up: This includes necessary technology (hardware, software, computers, copiers, printers, etc.), security system, and office equipment and furniture.

Exchange of general law enforcement responsibilities (e.g., formal and/or informal agreements with local municipalities for provision of services) in the project area:

There are no existing Memorandums of Understanding with allied agencies in the project area. The only exception would be California Highway Patrol; however their primary responsibility is traffic. National Park Service and Bureau of Land Management have rangers in the response area; but neither agency has peace officer authority under PC § 830.1

Current inventory of specialized equipment (e.g., helicopters or other aircraft):

N/A

Estimated Need for Law Enforcement Services, Equipment, and Facilities
(attach additional paper if more room is needed to answer questions)

Is there a process or formula used by your department to determine the need for additional law enforcement services to serve a new large-scale power plant? Please explain.

Yes. The Inyo County Sheriff's Office recognizes that an introduction of infrastructure, such as the size and scope of the Hidden Hills Project, will require additional staff. It is neither feasible nor cost effective for the Office of the Sheriff to meet its responsibilities to HHSEGS from the closest current substation, which is approximately 34 miles from the project, with a staff that already covers 3,200 square miles to the west of that substation; including the towns of Furnace Creek Ranch (in Death Valley) and Stovepipe Wells (in Death Valley) which are located 60 and 90 miles from that substation.

An analysis of the potential impact of this project, which factored in population increase and therefore an inevitable increase in crime, resulted in the conclusion that in order for 24-hour patrol coverage to take place, as well as basic accommodations in scheduling there will be a need for seven sworn staff, and one non-sworn office assistant position.

Law Enforcement Needs Assessment Form

Could the project trigger a need for additional law enforcement services for on-site crimes against persons, theft of materials, and/or vandalism? Please explain.

During project construction:

During project operation:

Yes. Because of the materials used during construction, and on-going operation, there is a significant potential for increased theft and vandalism. Furthermore, with an estimated population increase of 1,100 construction workers and laborers during the first 14 months of project implementation, the Sheriff's Department must factor in the likelihood of violent crimes; immediate response times are required for crimes this nature.

Could increased project-related traffic affect circulation and access on roads near the project site to the extent that an impact to emergency response times might occur? Please explain.

During project construction:

During project operation:

Yes. California Highway Patrol has primary responsibility for traffic and traffic collisions. The only road that will be used for project site access from Inyo County, Old Spanish Trail, is a two-lane road; therefore if there is an accident, an emergency, or road damage due to severe weather there will be a delay to the project site from law enforcement.

Do law enforcement personnel review development site plans for projects to assess potential law enforcement issues (e.g., lighting and other safety factors)? Please explain.

Yes. Recommendations can be made based on the project's security plan.

Are specific measures recommended to reduce the potential for crimes to occur at or near the project site (e.g., specific types of security fencing)? Please explain.

Yes. In addition to staffing needs as outlines above, the Inyo County Sheriff's Office can make recommendations regarding project site security (i.e. fencing, security control, surveillance)

Please explain any other law enforcement concerns that have not been addressed by this needs assessment form.

Due to the remote location of the site and the metropolitan areas nearest the site (Pahrump and Las Vegas) the facility has the potential for both high theft and vandalism. The added work-force population during the estimated 14 month project implementation phase increases the likelihood of violent crimes.

Person Completing This Needs Assessment Form

Name:

Sheriff William Lutze

Title/Position:

Inyo County Sheriff

Telephone No:

760-878-0326

E-mail Address:

blutze@inyocounty.us



Doug Wilson, Acting Director

DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

MEMO: December 21, 2011

To: Kevin Carunchio, County Administrator Officer

Public Works Departmental Impacts Related to the HIDDEN HILLS SOLAR ELECTRIC GENERATING SYSTEM (HHSEGS)

In response to your request for anticipated departmental impacts related to the construction and operation of the proposed HHSEGS, Inyo County Public Works Department presents the following impacts including associated labor, materials, and equipment:

1.) **Deterioration of Old Spanish Trail Road:** The anticipated delivery of the HHSEGS mirrors is expected to be from Hwy 127 onto Old Spanish Trail Road. This impacted roadway stretches for 30.1 miles from Highway 127 to the Nevada State line. The existing paved width for this roadway is approximately 22 feet (varies). We anticipate that the construction portion of the project would subject the roadway to severe truck traffic loads (approx. 85,000 total vehicle trips - per Gruen Gruen & Associates Construction Delivery Schedule Spreadsheet) and damage it to a point requiring "full section" reconstruction. The proper solution for this would be to reconstruct the entire length of road to current standards considering the anticipated truck traffic. An alternative would be to construct, prior to receiving any increased truck traffic, an AC pavement overlay on top of a geotextile reinforcement fabric material designed for the traffic loads anticipated for the entire 30.1 mile length of Old Spanish Trail Road. The cost for performing this work at today's prices by awarding a publicly bid Contract is estimated to be \$8,000,000 (assuming a 2" AC pavement overlay). This option would include an agreement to evaluate the road conditions during and at the end of the construction period to determine any additional repairs up to and including additional overlays. This estimated cost would of course need to be adjusted by a "construction cost escalation factor" applied to this amount until the job is awarded.

2.) **One (1) Additional Road Dept. Position and One (1) 30-month Limited Term Position (Shoshone Road Yard):** Current staffing at this County Road Dept. yard consists of One (1) Equipment Operator II and One (1) Equipment Operator I. It is anticipated that during project construction existing County infrastructure maintained by County Road Dept. staff would experience an increase in required maintenance. After the project is complete and it becomes operational, there would still be an additional maintenance burden on the County Road Dept. work crews and the additional single staff position would be offset this burden. Total wages and benefits costs associated with these staffing recommendations would be \$157,000 for thirty (30) months and \$78,500 annually thereafter (for the anticipated life of the solar plant). There would also be additional equipment requirements related to adding additional employees. This equipment would consist of a medium sized front end loader and a pick-up truck. These one-time equipment costs have been estimated to be \$135,000 at today's prices.

Doug Wilson
Interim Public Works Director



County of Inyo
Information Services
168 N. Edwards St.
Independence, California 93526

Brandon Shults
Voice (760) 878-0314
Fax (760) 872-2712
bshults@inyocounty.us

December 15, 2011

Mr. Kevin Carunchio
County Administrator's Office

Re: Potential Information Services impact resulting from the BrightSource energy project

The County of Inyo presently services two County facilities in the South Eastern corner of Inyo County, the area of the county most likely significantly impacted by the proposed BrightSource project. High-speed data communications is not readily available in the project area and the satellite service presently employed there for data communications is inadequate. Data communications infrastructure improvement is required in order to accommodate the anticipated increased volume of public service requests resulting from the project.

My understanding is that the project will construct a cellular communications tower near the project site. The construction of cell tower at the project site does not mitigate the impact to Information Services to provide secure, high-speed communications to County facilities in the area. There is no guarantee any communications vendor will provision the cell tower for service. If service is provisioned, there is no guarantee the service provided will be 4G wireless service; less than 4G is inadequate to meet the business requirement for speed or security. Should the cell tower be provisioned with 4G wireless service, geography prevents the service being available to the communities of Tecopa and Shoshone where County facilities exist to provide service to the project. A cell tower constructed at the project site will not obviate the need for implementation of secure, high-speed data communications infrastructure in the Tecopa/Shoshone area necessary to support the project.

Based on recently solicited quotes, the cost of implementing secure, high-speed data communications over land-line infrastructure available in the Tecopa/Shoshone area is consistent on a per site basis. The table below details the estimated costs of a single location and considers implementation and 30 months of monthly recurring costs (30 months is the estimated duration of the construction phase of the project). It has been suggested that at least three facilities will require data communications improvement as a result of the BrightSource project. The estimated cost for implementation and operation of the necessary communications improvement for three facilities for a term of 30 months is \$237,960. If services must be expanded to additional facilities, the County of Inyo will incur an estimated additional cost of \$79,320 for each such facility.

BrightSource Project Support Costs Estimates			
Per Site Cost Estimate			
Qty	Description	Each	Total
1	Two-day trips of two IT resources to support implementation of IT infrastructure, voice communications and High Speed Internet	\$500.00	\$500.00
32	Labor	\$60.00	\$1,920.00
1	Data Switches	\$2,500.00	\$2,500.00
1	Firewalls	\$500.00	\$500.00
1	Assorted infrastructure supplies: Cat5e Cables, connectors, etc.	\$500.00	\$500.00
2	Installation of High-Speed Internet	\$700.00	\$1,400.00
30	Monthly recurring costs of High-Speed communications	\$2,400.00	\$72,000.00

\$79,320.00

The minimum service commitment on the proposed solution is 24 months; as a result, there are no anticipated wind-down costs associated with completion of the project construction phase.

No Information Services staff is dedicated solely to the South County and no Information Services staff lives in the area. The average travel and per-diem cost of a one-day service trip to the South County from Independence is approximately \$350. Information Services makes an average of two service trips to the South County annually. The number of required service trips is estimated to increase to six per year as a result of the BrightSource project; however, it is anticipated that the additional service required can be absorbed by the present Information Services staffing level and that no additional Information Services staff should be required.

Thank you,
 Brandon Shults
 Director - Information Services
 County of Inyo



Counties of Inyo & Mono



George L. Milovich
Agricultural Commissioner
Director of Weights and Measures
207 W. South Street, Bishop, CA 93514
Telephone - (760) 873-7860 Fax - (760) 872-1610
<http://www.inyomonoagriculture.com>
E-mail - inyomonoag@gmail.com

December 14, 2011

TO: Gruen Gruen + Associates

FROM: George Milovich, Agricultural Commissioner

SUBJECT: Invasive Weed Introduction Concerns

The Hidden Hills Solar Energy Generating System has the potential to increase invasive plant threats to lands within Inyo County. Project details provided in the December 1, 2011 memo from Gruen Gruen + Associates indicate most equipment and employee vehicular traffic will originate from southern Nevada. Southern Nevada is known to be infested with California "A"-rated invasive plants Halogeton (*Halogeton glomeratus*) and Camelthorn (*Alhagi psuedalhagi*). Also known to exist in this area are "B"-rated species Saltcedar (*Tamarix rammossisima*) and several types of knapweeds (*Centaurea* and *Acroptilon* spp.).

Any movement of equipment, vehicles, and construction material can introduce invasive weed species via plant matter or seed attached to these items. Also concerning to my department is the soil disturbance that invariably occurs with any type of construction. This disturbance has been shown to create conditions conducive to weed introduction and establishment. The introduction of out of state equipment originating from areas known to be infested by these invasive species, coupled with this disturbance, represents a very real threat of large scale (3,000+ acres) infestation.

For these reasons my office anticipates increased monitoring activities to abate these threats. The establishment of any of the species listed above may require abatement by the Agriculture Department, and will result in additional expenditures by the Eastern Sierra Weed Management Area Division. We feel strongly that the exotic species threat can be mitigated with a proper detection and eradication program.

The State of California Department of Food and Agriculture (CDFA) controls noxious weed species as defined through section 5004 of the California Food and Agriculture Code by way of the local county Agricultural Commissioner's office. The Inyo and Mono Counties' Agricultural Commissioner's Office invasive weed operations are facilitated by grants and agreements with landowners. Some examples of these agreements include:

- Baseline funding of \$32,000 from CDFA, provided to each of the 58 counties in California. This provides basic staffing hours for seasonal field staff.
- The agreement with the City of Los Angeles Department of Water and Power over the past seven years to control invasive plants on lands owned by this agency. This agreement includes \$200,000 annually for invasive plant monitoring and control.
- American Recovery and Reinvestment Act (ARRA) funding of \$254,000 to provide augmented staffing for use in several program areas over a two-year period.
- \$1,500 provided annually by the National Fish and Wildlife Foundation for invasive weed control in conjunction with California Department of Fish and Game within the environmentally sensitive Fish Slough Area.
- Over \$20,000 during a three-year period from the Nevada-based Walker River Basin Cooperative Weed Management Area group for work upstream of sensitive areas within the group's jurisdiction.

Various studies illustrate the value in maintaining a comprehensive monitoring program to prevent invasive plant establishment. Identifying and controlling these species early, when populations are not well established, can lower control costs significantly in future years. The Hidden Hills Solar Energy Generating System site must establish some manner of invasive plant program to avoid ecological and environmental damage from these threats. Bright Source will save resources by instituting a monitoring and control program to prevent the colonization and establishment of weeds.

Similar programs have been instituted successfully by the Inyo and Mono Counties Agricultural Commissioner's office in recent years, and the estimated cost to undertake such a project is \$50,000 per year. This includes monitoring and control activities, as well as travel to the Hidden Hills Solar Energy Generating System site. Although these travel costs are significant, catching and managing any invasive plant sites early will lessen future costs to Bright Source.

Integrated Waste Management
Parks and Recreation
Motor Pool



TEL. (760) 873-5577
FAX. (760) 873-5599
E-MAIL: chamilton@inyocounty.us

COUNTY OF INYO

Administrative Services
163 May Street
Bishop, California 93514

Date: January 12, 2012

To: Kevin Carunchio, Inyo County CAO
Claude Gruen, Gruen & Gruen
Kelley Williams, Executive Secretary

From: Chuck Hamilton, Deputy County Administrator

Subject: **Impact Analysis for the Construction Phase of the Hidden Hills Solar Generation System (HHSEGS) – Inyo County Integrated Waste Management and Inyo County Motor Pool Programs**

Inyo County Integrated Waste Management Program

It is neither practical nor logical for the HHSEGS project to consider the landfills in Inyo County as a source for disposal of the non-hazardous solid waste generated during the construction phase of the project or during the 30-year planned operation phase of the completed facility.

The Inyo County landfills closest to the project are currently unmanned and lack the infrastructure to accept waste debris in the volumes estimated by the project developer. The landfills are currently closed to the public, only accepting waste generated by the Inyo County Road Department as a result of local road maintenance projects.

Inyo County Waste Management will rely upon the statement from CH2M Hill, Data Response, Set 1D indicating that all solid waste will be transported to a waste disposal facility located in Nevada and the waste will be transported in a safe and secure manner.

Due to the fact that it is not recommended that the project utilize the Inyo County disposal facilities a financial impact analysis for the use of the landfills is not included in the Department impact comments.

Additional Potential Project Impacts

A local Tecopa resident is proposing to open a 300-space RV park to provide potential housing for the project employees during the 29-month construction phase and perhaps housing for the full-time employees during the operation phase of the project. If the RV Park is developed and occupied, a significant volume of solid waste will be generated. The RV park operator will be required to contract directly with the local permitted waste hauler for the solid waste removal and hauling services and not rely on the County of Inyo for waste removal assistance. An increase in the Tecopa population would likely have a secondary impact on the current waste services that are provided by the County for residents in the Tecopa area.

**Impact Analysis – (HHSEGS)
Inyo County Integrated Waste Management
Motor Pool
Page -2-**

The County currently provides a number of waste collection bins spread throughout the community for use by the area residents at an annual cost to the County of \$52,316. With the proposed increase in the construction population the contract costs to the County would, in all likelihood, double. The waste would either need to be collected and removed more often (twice per week as opposed to once per week) or doubling the number of waste collection bins. The additional annual contract costs would be in excess of \$52,000.

Inyo County Motor Pool Program

Inyo County Motor Pool currently operates a fleet of 219 vehicles for use by County employees. During the 29-month construction it is anticipated that the combined trips to the project by County Departments could average one trip per week for the duration of the construction phase. This activity would certainly put an additional strain on the Motor Pool fleet operations.

A once per week round trip from Bishop to the project site would be an additional 530 miles per week impact to Motor Pool program costs. Motor Pool currently charges County Departments \$.54 per mile for use of a County Motor Pool vehicle. The additional weekly Motor Pool costs would be \$286.20, or an additional \$1,144.80 per month, multiplied by 29-months for a total additional cost to Inyo County Motor Pool of \$33,200.

Inyo County Motor Pool is charged with the purchase and expensing of all County vehicles (exception is the Road Department) for Departmental use. Motor Pool is aware that additional vehicle usage may occur beyond the estimate discussed above. There may be as many as three additional trips per week to the project site thereby increasing the costs to the Motor Pool program by an additional \$66,000.

Date: February 6, 2012

To: Kevin Carunchio, Dana Crom

From: Bob Harrington

Re: Water Department costs associated with Hidden Hills/Bright Source development

Principal potential costs to the Water Department concerning this project are:

1. Responsibilities and expenses related to state groundwater monitoring requirements may be affected by this project. Recent legislation requires that local governments monitor groundwater basins if they are subject to significant groundwater development. Presently, there is little groundwater development in the California portion of the Pahrump groundwater basin, which may allow the mandated monitoring to be somewhat relaxed; however, the Hidden Hills project will increase demand in the basin and likely lead to more stringent monitoring requirements from DWR. Since DWR's requirements are unknown, our costs are unknown, but could potentially be low five figures for initial monitoring program development, and several thousand dollars per year to conduct monitoring. Plan development: \$10,000; annual cost: \$4,000-8,000.
2. State DWR may deem that the County is ineligible for water grants and loans as a result of monitoring requirements not being met to DWR's satisfaction. The Water Department has received approximately \$330,000 in local groundwater assistance funding in the past ten years. Because the project increases groundwater development in a basin that currently is unmonitored, the project increases the County's risk of being deemed ineligible. This constitutes an annual average of about \$33,000 of grant funds that the County may have to forgo as a result of this project. Annual cost of lost grant funds: \$33,000.
3. Costs for implementing any monitoring and mitigation that may result from the CEC permitting process. We have provided a memorandum to the CEC describing potential impacts from the project on water-related resources, and outlined a monitoring and mitigation plan. Presuming the costs of developing a monitoring and mitigation plan, installation of necessary equipment, and model development costs are born by the project proponent, Water Department expenses would be a few thousand dollars per year for oversight of the plan. The overall cost of a monitoring and mitigation plan would be much higher – monitoring wells for this project could easily run into six figures, model development – a similar range, monitoring plan development around \$25,000. Model development: \$120,000; plan development: \$25,000; annual monitoring cost: \$4,000-8,000.



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
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Assistant Clerk of the Board

December 6, 2011

Mr. Gregory Helseth
Bureau of Land Management
Southern Nevada District Office
4701 North Torrey Pines Drive
Las Vegas, NV 89130-2301

Re: Notice of Intent to Prepare Environmental Impact Statement for the Proposed Valley Electric Association Hidden Hills Transmission Project, Clark and Nye Counties, NV

Dear Mr. Helseth:

On behalf of the Inyo County Board of Supervisors, thank you for the opportunity to provide input regarding the scope of the Environmental Impact Statement (EIS) for the proposed Valley Electric Association Hidden Hills Transmission Project. We understand that the proposal involves construction and operation of transmission infrastructure, including for electricity and natural gas, on lands administered by the Bureau of Land Management (BLM) in Nevada between Pahrump and the El Dorado Substation near McCullough Pass, in part to support energy generation from a solar thermal power plant planned in Inyo County at Charleston View. This project, proposed by subsidiaries of BrightSource Energy, Inc., involves two approximately 750-foot towers surrounded by 85,000 mirrors each and associated facilities to produce 500 megawatts of electricity. We understand that the proposed gas line is intended to provide service to the power plant.

Not only should the EIS address the impacts of the footprint of the electrical transmission line and gas line, but also, it should address potential cumulative and growth-inducing impacts from the transmission (electricity and natural gas) lines, the power plant in Charleston View, and other known projects (e.g., solar plants proposed in the Amargosa Valley), as well as general growth in the surrounding area.

- Inyo County is particularly concerned about potential hydrological, water supply, and water quality impacts, including effects to the Amargosa River and springs in the region, and the relation between these projects and groundwater overdraft in Pahrump Valley. In 2009, Congress designated 26 miles of the Amargosa River in California a Wild and Scenic River.
 - The bi-state Amargosa River watershed is located within the Death Valley Regional Flow System (DVRFS). The natural resources associated with the river—as well as the area's small local human communities—are entirely dependent on maintaining the groundwater flows that sustain perennial flow in the Amargosa River and its stream, spring, and seep tributaries.
 - The proposed power plant in the Charleston View area would be located in the Pahrump Valley Basin, which is included within, and hydrologically connected to, other basins that comprise the DVRFS. The project proposes to pump groundwater from wells in a basin-fill aquifer. Groundwater pumping for the project, over time, may adversely affect sensitive water-dependent ecological resources in the Wild and Scenic portion of the Amargosa River, including several listed and special status species. As required by Congress, the BLM in California is currently developing a management plan for the Wild and Scenic portion of the river that addresses protection of the free flowing character of the river. There is concern that water use by the proposed power project in the Charleston View area and by other projects in the Amargosa watershed will affect the free flowing characteristics of the river. Consequently, these impacts should be evaluated in the EIS.

Mr. Gregory Helseth
Bureau of Land Management
December 6, 2011
Page TWO

- For the proposed power plant, Inyo County is also very concerned about land use and planning, infrastructure, services, housing, and socioeconomics impacts; the EIS should address these issues due to the relationship between the power plant and the proposed transmission project.
- Due to the lack of private land in Inyo County, potential biological mitigation for the transmission project and the power plant could result in a substantial reduction in private land holdings in the County, which we would consider significant.

For more information regarding these topics, please refer to our County's General Plan and Title 21 (Renewable Energy Development) of the Inyo County Code.¹

Inyo County has a long history of providing renewable energy generation for the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. The Inyo County Board of Supervisors has consistently expressed its support of appropriate renewable energy development, and we hope to continue to collaborate to develop these important infrastructure upgrades necessary to develop renewable energy resources here.

Thank you for including Inyo County in this important planning process. Please contact Kevin Carunchio, the County Administrative Officer, at (760) 878-0292 or by email at kcarunchio@inyocounty.us if you have any questions.

Sincerely,



Susan Cash, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Bob Harrington, Water Director
Greg James
BrightSource Energy, Inc.
California Energy Commission

¹ Refer to http://inyoplanning.org/general_plan/index.htm regarding the County's General Plan and the Inyo County Code at <http://www.qcode.us/codes/inyocounty/>.



BOARD OF SUPERVISORS COUNTY OF INYO

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November 29, 2011

Mr. Mike Monosmith
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814-5112

Re: Request for Agency Participation in the Review of the Hidden Hills Solar Energy Project, Application for Certification (11-AFC-2)

Dear Mr. Monosmith:

Thank you for the opportunity for the County of Inyo (County) to participate in the Hidden Hills Solar Energy project proposed by subsidiaries of BrightSource Energy, Inc. in Charleston View in Inyo County. The project consists of two approximately 750-foot towers surrounded by 85,000 heliostats each and related facilities on private lands just west of the Nevada border and north of Old Spanish Trail, with electricity and natural gas transmission to the site through Nevada. Absent the California Energy Commission's (CEC) exclusive permitting jurisdiction, the County would exercise primary permitting authority over this project.

We look forward to continuing to work with the CEC to plan for California's energy future and this project in particular. The comments below are in response to the CEC's notice dated August 19, 2011 to provide the CEC with significant concerns and substantive requirements that would be required but for the CEC's exclusive jurisdiction for certification.

California Environmental Quality Act. The County is a Responsible Agency under the California Environmental Quality Act (CEQA) with regard to this project and, ideally, will use the Energy Commission's certified regulatory program review to assess the impacts resulting from any discretionary actions that the County may take regarding the project. The CEC is encouraged to review the County's CEQA Procedures [Inyo County Code (ICC) Title 15]¹ when processing the project to ensure substantive compliance.

County Renewable Energy Ordinance (Title 21 of the Inyo County Code). The County adopted Ordinance No. 1158 regarding renewable energy on August 17, 2010 ("Ordinance"). The Ordinance added Title 21 to the Inyo County Code. A copy of Ordinance 1158 is attached. This Ordinance encourages and regulates renewable energy development, such as that proposed by the applicant, and would, absent the CEC's exclusive permitting authority, require that the applicant obtain either a Renewable Energy Permit from or enter into a Renewable Energy Development Agreement with the County prior to commencing construction of the proposed project. For projects not subject to a Renewable Energy Permit issued by the County, the County Planning Commission issues a Renewable Energy Impact Determination.

Given the CEC's exclusive permitting jurisdiction, the Ordinance should be utilized as a guide to analyze the project, including consistency issues with the General Plan. Moreover, the Ordinance provides a description of the nature and scope of many of the substantive requirements of the County but for the CEC's exclusive

¹ The ICC may be accessed online at the following link - <http://www.qcode.us/codes/inyocounty/>

jurisdiction and serves to identify the analyses that the CEC should perform in order to determine whether these substantive requirements can be met by the applicant. Of particular note, ICC 21.08.010 indicates as follows:

For the purposes of this title, the term "environment" includes the ecological environment of the county as well as the social, aesthetic and economic environment of the county. Impacts upon the quality of life within the county are considered environmental impacts. Therefore, the definition of environment is not limited by and may be broader than environmental considerations under the California Environmental Quality Act or the National Environmental Policy Act.

The following specific references are relevant:

- The environment to be protected in the approval of the project includes the ecological as well as the social, aesthetic and economic environments of Inyo County. (ICC 21.08.010)
- Mitigation measures shall be required to offset adverse environmental impacts to include: Avoiding the impact altogether; Minimizing impacts which may not be avoided; Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment; Compensating for the impact by replacing or providing substitute resources or environments. (ICC 21.08.040; ICC 21.20.010)

The following specific references within Title 21 are relevant Laws, Ordinances, and Regulations (LORs) related to the proposed project. Many of these LORs were not identified or addressed in the Application for Certification.

Ecology:

I. General Statement of Ecological LORs:

- a. Analyze project pursuant to the California Environmental Quality Act or equivalent process. (ICC 21.20.010)
- b. Impose enforceable mitigation to limit any ecological impact to less than significant. (ICC 21.20.010)

II. Particularized Statement of Ecological LORs:

- a. The applicant will submit a reclamation/vegetation plan for the site at the time of application to provide for reclamation of the site once the facility is decommissioned or otherwise ceases to be operational. The reclamation plan shall be based upon the character of the surrounding areas and such characteristics of the property as type of native vegetation, soil type, habitat, climate, water resources, and the existence of public trust resources. (ICC 21.20.030)
- b. Financial assurances shall be posed in the form of surety bonds, irrevocable letters of credit, trust funds or like mechanisms sufficient to cover the costs of fully implementing the reclamation plan. (ICC 21.20.040)
- c. Inventory potentially affected groundwater-dependent or groundwater-influenced habitat and resources (including habitat and resources dependent on or influenced by springflow, baseflow to streams and rivers, phreatophytic meadows, phreatophytic scrub, and riparian areas); projected impacts to habitat and resources. (ICC 21.20.010)

d. Prior to the commencement of groundwater pumping, develop of monitoring, management and mitigation plan acceptable to the County. (ICC 21.20.010)

Social: the following specific references within Title 21 are relevant social LORs related to the proposed project.

I. General Statement of Social LORs:

a. Determine consistency of project with Inyo County General Plan and determine measures to ensure consistency. (ICC 21.20.060)

II. Particularized Statement of Social LORs:

a. Inventory of potentially affected private wells (including location, owner, depth, screened interval, pump depth, static water level, pumping water level, and capacity); projected impacts to private wells; plan for monitoring and mitigating adverse effects on private wells. (ICC 21.20.010)

b. Evaluate impacts of the project on housing stock in Inyo County and develop mitigation measures. (ICC 21.20.010)

[Example mitigation: obtain available City of Los Angeles Department of Water and Power land in the Owens Valley and privatize.]

c. Develop plan for monitoring and reporting of groundwater elevations in Pahrump Valley groundwater basin and plan for retiring offsetting water rights. (ICC 21.20.010)

Aesthetics: the following specific references within Title 21 are relevant aesthetics LORs related to the proposed project.

I. General Statement of Aesthetic LORS:

a. Identify aesthetic impacts of project on tourism and residential areas in vicinity of the project. (ICC 21.20.010)

b. Develop plan to offset net loss of tourism. (ICC 21.20.010)

II. Particularized Statement of Aesthetic LORS

a. Develop plan to mitigate visual impacts to residents by determining value of view shed and returning value to residents. (ICC 21.20.010)

Economics: the following specific references within Title 21 are relevant economic LORs related to the proposed project.

I. General Statement of Economic LORs:

a. Economic impacts to the County's citizens from the project shall be identified and quantified. (ICC 21.20.010)

b. Net economic impacts shall be mitigated by avoiding the impact, or by compensating for the impact by replacing or providing substitute resources. (ICC 21.20.010)

II. Particularized Statement of Economic LORs:

a. Reliable forecasts of revenues from proposed projects must equal or exceed the likely costs they induce on public service providers in the County. (ICC 21.20.010)

[The fiscal integrity of County public service providers must be protected by comparing reliable forecasts of the public service operating and capital costs likely to be induced by the construction and operation of proposed projects with the stream of revenue expected to flow from proposed projects during and after construction.]

b. Proposed projects must be tested for their likely effect on the present and future job and income producing ability of private and public activities in Inyo County. (ICC 21.20.010)

[The limitations that have historically been imposed on the economy of Inyo County by the diversion of water from the Owens Valley to Los Angeles, and the restrictions placed on the use of the large amount of federally-owned land in the County, heighten the importance of considering the short and long run effect of any use of land or other resources in the County on the viability of current and future job and income producing economic activities.]

c. The opportunity costs induced by any land-using project (whether direct use of the land by the project or use of off-site land for mitigation purposes) likely to preclude the subsequent higher and better economic use of the land, including the future losses of property taxes and other public revenues, must be mitigated prior to the construction of any project inducing such costs. (ICC 21.20.010)

[The limited amount of privately owned land in the County makes it incumbent upon the County to guard against any use of land that fails to preserve its greatest long range potential for enhancing the job and income base of the County's private economy and its public revenue base.]

County General Plan. The Inyo County General Plan² provides overall guidance and policy for land use development in the County. The General Plan has been prepared and updated with significant outreach, and incorporates important land use policy goals agreed to by the community and relevant stakeholders. The following General Plan references are relevant to the proposed project.

- *Government Element* – development of energy resources on both public and private lands is encouraged with the policies of the County to develop these energy resources within the bounds of economic reason and sound environmental health. Consider, account for, and mitigate ecological, cultural, economic, and social impacts, as well as benefits, from development of renewable energy resources. To provide for the private ownership of land by maintaining and expanding the amount of privately owned land available in the County.
- *Land Use Element* – creates opportunities for the reasonable expansion of communities in a logical and contiguous manner that minimizes environmental impacts, minimizes public infrastructures and service costs, and furthers countywide economic development goals. The project is proposed on lands designated by the General Plan Land Use Element as Open Space and Recreation (OSR) and Resort/Recreational (REC).

² The General Plan may be accessed online at the following link - http://inyoplanning.org/general_plan/index.htm.

- *Economic Development Element* – recruit new business that will bring new jobs to the County.
- *Housing Element* – provision of adequate sites for housing, including a variety of housing opportunities.
- *Circulation Element* – the Roadways and Highways Chapter works towards a safe and efficient transportation system.
- *Conservation/Open Space Element* – the Water Resources Chapter works to protect and restore environmental resources from the effects of export and withdrawal of water resources. The Biological Resources Chapter works to maintain and enhance biological diversity and healthy ecosystems. The Cultural Resources Chapter works to preserve and promote the historic and prehistoric cultural heritage of the County. The Visual Resources Chapter works to preserve and protect unique visual experiences for visitors and residents.
- *Public Safety Element* – the Air Quality Chapter works to promote good air quality. The Flood Hazard Chapter works to provide adequate flood protection. The Noise Chapter works to limit noise levels from stationary sources, includes noise compatibility standards in Table 9-9, and limits construction near sensitive receptors.

Given the CEC's exclusive permitting jurisdiction, consistency with the General Plan should be evaluated. The County has determined that renewable solar and wind energy projects are only consistent with the State and Federal Lands (SFL), Agriculture (A), and General Industrial (GI) General Plan land use classifications. Given the project site's OSR and REC designations, the project is inconsistent with the Land Use Element. Further information about the project and evaluation will be necessary to determine consistency with other relevant General Plan goals, policies, and implementation measures.

In order to amend the General Plan, the County typically makes the following findings:

1. Based on substantial evidence in the record, the proposed General Plan Amendment is consistent with the Goals and Policies of the Inyo County General Plan.
2. Based on substantial evidence in the record, the proposed General Plan Amendment is consistent with the purposes and intent of Title 18 (Zoning Ordinance) of the Inyo County Code.

Given the CEC's exclusive permitting jurisdiction, its review should include information to make these findings for inconsistencies with the General Plan that are identified.

Zoning. The project site is zoned Open Space with a 40-acre minimum lot size (OS-40). The proposed project is not permitted within the OS district; the only zoning designation that conditionally permits power plants is the General Industrial and Extractive (M-1) zoning district. Development standards for the OS zoning district are found in ICC Chapter 18.12, and in ICC Chapter 18.57 for M-1. Additional development standards are located in ICC Chapter 18.78. Sufficient detail to definitively analyze the project relative to the Zoning Ordinance is not available, although it appears that the project conflicts with height, setback, distance between structures, and minimum lot size requirements.

If the applicants enter a renewable energy development agreement with Inyo County in compliance with ICC Title 21, the standards and procedures of the development agreement may replace those of the Zone Code in the following areas: (1) Permitted, conditional, and/or accessory uses related to a facility and its accessory uses and structures; (2) distance between buildings; (3) height, density and intensity; (4) light and glare; (5) noise; and (6) wireless communications facilities directly related to the facility. (ICC 21.20.20)

In order to amend the Zoning Ordinance, the County typically makes the following findings:

1. Based on substantial evidence in the record, the proposed Zone Reclassification is consistent with the Goals and Policies of the Inyo County General Plan.

2. Based on substantial evidence in the record, the proposed Zone Reclassification is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

To approve a Variance, the County typically makes the following findings:

1. That there are exceptional circumstances applicable to the property involved, or to the intended use, which do not generally apply to other property in the same district.
2. That the result would not be detrimental to the public welfare, or injurious to property in the vicinity.
3. That the strict application of the regulation sought to be modified would result in practical difficulties or hardships inconsistent with, and not necessary for the attainment of, the general purposes of this title.
4. The proposed variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is situated.
5. The proposed variance does not authorize a use or activity that is not otherwise expressly authorized by the zoning regulation governing the parcel of property.
6. The proposed variance is consistent with the Inyo County General Plan

To approve a Conditional Use Permit, the County typically makes the following findings:

1. The proposed use is necessary or desirable.
2. The proposed use is properly related to other uses and transportation and service facilities in the vicinity.
3. The proposed use would not, under all the circumstances of this case, affect adversely the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.
4. The proposed use is consistent with the Inyo County General Plan.

Given the CEC's exclusive permitting jurisdiction, its review should include information to make these findings if inconsistencies with zoning standards or CUP requirements are identified.

Subdivision. It appears that structures are proposed to cross property lines. To rectify this situation, parcels should be merged by one or more of the following three methods: (1) subdivision, (2) merger/right-of-way abandonment, or (3) reversion to acreage. The County's subdivision regulations are found in ICC Title 16.

Public Services, Utilities and Infrastructure. The project will result in short-term construction related and long-term additional demand for public services, utilities, and infrastructure, including roads, law enforcement, fire protection, social services, and emergency medical services. Any induced housing growth in southeast Inyo County may result in additional demands for utilities, infrastructure, services, and housing in the vicinity. The County and other service providers are required to plan for and provide these services and infrastructure. Due to the rural nature of the area, provision of the services and infrastructure necessary to accommodate a project of this magnitude is lacking. It cannot be assumed that these responsibilities can be delegated to other agencies in Nevada. The CEC process should evaluate feasible means to provide these needs by providers in Inyo County.

Hydrology, Water Supplies and Water Quality. The project will result in increased water use during construction and operation. The CEC should address potential impacts of this water use on hydrology, water supplies, and water quality. Cumulative and growth-inducing impacts in these regards are particularly worrisome in light of the overdraft in the Pahrump Valley and the sensitive resources that exist in the

Amargosa River Basin, which may be hydrologically connected to water resources under the project site. If potential impacts are identified, mitigation and monitoring should be addressed through a hydrologic monitoring, management, and mitigation plan. The County has experience with such programs; plan elements typically include:

1. Prior to commencement of groundwater pumping, an inventory of potentially affected private wells is completed (including location, owner, depth, screened interval, pump depth, static water level, pumping water level, and capacity).
2. Prior to commencement of groundwater pumping, the sustainability of the water supply for the life of the project is evaluated, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin (including California and Nevada portions of the basin).
3. Prior to commencement of groundwater pumping, projected impacts to private wells are evaluated; aquifer tests are required on any production wells constructed or operated by the applicant.
4. Prior to commencement of groundwater pumping, a plan for monitoring and mitigating adverse effects on private wells are completed and adopted. The plan should include permission agreements, as feasible, from private well owners for monitoring activities.
5. Prior to commencement of groundwater pumping, a mitigation plan is developed and approved that provides measures for mitigating adverse impacts to private well owners.
6. Prior to commencement of groundwater pumping, an inventory of potentially affected groundwater-dependent or groundwater-influenced habitat and resources is completed and approved. The inventory identifies and describes habitat and resources dependent on or influenced by groundwater, including springflow, baseflow to streams and rivers, phreatophytic meadows, phreatophytic scrub, and riparian areas.
7. Prior to commencement of groundwater pumping, projected impacts to habitat and resources identified in the above inventory are evaluated and quantified.
8. Prior to commencement of groundwater pumping, a plan for monitoring adverse effects on habitat and resources is developed and approved.
9. Prior to the commencement of groundwater pumping, a plan for mitigating adverse effects on groundwater-dependent habitat and resources is developed. The preferred form of mitigation is avoidance of adverse effects on habitat and resources by modifying, reducing, or ceasing groundwater pumping if adverse impacts are projected as a result of prior evaluations and monitoring results.
10. A plan for monitoring and reporting of groundwater elevations in the groundwater basin is developed, and a network of monitoring wells is constructed and regularly monitored, and groundwater elevations reported to appropriate entities at the applicant's expense.

Other issues. The CEC will be evaluating other relevant issues (such as biological and cultural resources; transportation/circulation; hazards and hazardous materials; aesthetics; etc.) through its certification process. The County's jurisdiction includes these issues, and the County requests appropriate review, including consideration of mitigation measures and/or alternatives to address any potentially significant impacts.

Conclusion. Thank you for your continued efforts to include the County in this important planning project. We plan to provide the CEC with additional information about the project's impacts on the County throughout the process. In response to the question in your August 19, 2011 letter whether there is a reasonable likelihood that the proposed project will be able to comply with the County's applicable substantive requirements, the

Mr. Mike Monosmith
California Energy Commission
November 29, 2011
Page EIGHT

answer will depend on the project proponent's willingness to supply relevant information to the CEC and its willingness to meet the County's requirements to mitigate the impacts of the project. If you have any questions or the County can provide any additional information at this time, please call me at (760) 878-0292 or email me at kcarunchio@inyocounty.us.

Sincerely,



Kevin Carunchio, CAO

Attachment

cc: Board of Supervisors
Department Heads
Greg James
Nina and Claude Gruen
BrightSource Energy, Inc.

Dr. Bob Torrington
Inyo County 1/18
Water Dept.

**MITIGATION FOR THE HYDROLOGICAL IMPACTS OF THE PROPOSED HIDDEN HILLS SOLAR PROJECT AS
PROPOSED BY THE COUNTY OF INYO**

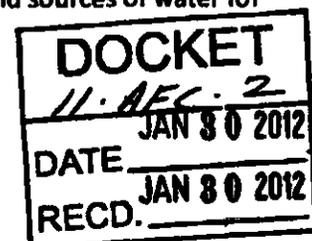
DISCUSSION OF POTENTIAL ADVERSE EFFECTS FROM THE PROPOSED HIDDEN HILLS SOLAR PROJECT

The water needs of the Project are 288 acre-feet/year (afy) during construction and 140 afy during operation. These needs are proposed to be met by on-site groundwater wells. These volumes of water are small compared to estimated recharge for Pahrump Valley groundwater basin and other pumping occurring in the Nevada portion of the basin. Estimates for recharge to the Pahrump basin range from 22,000 to 26,000 afy. Groundwater extraction peaked in the late-1960s to late-1970s, with annual extraction in the range of 40,000 to 45,000 afy. Since then, annual extraction has reduced to about 19,000 afy, with the extraction occurring almost exclusively in the Nevada portion of the basin. The Nevada State Engineer (NSE) has estimated that the perennial yield of the basin is 12,000 afy. Existing groundwater rights on file with the NSE exceed 75,000 afy, hence, the NSE has ordered denial of all new applications to appropriate groundwater except under certain limited circumstances (NSE order 1107, November 8, 1994). Domestic wells are generally not subject to the NSE's permitting authority.

Perennial yield, as defined by the Nevada State Engineer, is the amount of usable water from a ground water reservoir that can be withdrawn and consumed economically each year for an indefinite period of time.

Acquisition and retirement of existing groundwater rights in the Nevada portion of the basin has been proposed as mitigation for groundwater-related impacts from the Project. Since the amount of permitted groundwater rights is far greater than actual pumpage, it is clear that there are rights to pump groundwater that are currently unexercised. If rights are acquired and retired that are currently not being used, there exists a possibility that retirement of groundwater rights would not result in an actual reduction in groundwater extraction. Retirement of water rights is ineffective as mitigation if the retirement does not result in an actual reduction in pumping.

Concerns over groundwater pumping have resulted in a number of studies of the Pahrump Valley groundwater basin. These studies have concentrated on the Nevada portion of the basin, and generally conclude that the principal source of recharge to the basin is from the Spring Mountains to the northeast, groundwater flows to the southwest, and some groundwater exits the basin to the southwest. Faults run parallel to the state line, and may partially buffer the Project site from effects of pumping in the Pahrump area and recharge from the Spring Mountains. These faults are areas of natural groundwater discharge. There is little information about local hydrogeologic conditions at the Project site. The hydrogeology of the basin, prior reports, and well logs available to the Inyo County Water Department suggest low-yield, low-transmissivity aquifer materials are prevalent at the Project site. Connectivity of the site with the regional aquifer system is unknown. Prior reports suggest that groundwater from the Pahrump Valley basin flows through the Nopah Range and discharges in the Tecopa/Shoshone/Amargosa River area, but the flow-paths, rates of flow, and sources of water for regional discharge zones are not well known.



Although the amount of the proposed groundwater extraction is small compared to overall pumping in the Pahrump Valley basin, it is significant and large compared to the amount of water currently being used on properties near the Project site. In their groundwater modeling technical memoranda, consultants for the Project applicant identify seventeen "active wells," and estimate that groundwater extraction in the California portion of the basin is in the range of 50 afy. Twelve well driller's logs in the Charleston View area are on file with the Water Department. Wells in the vicinity of the Project site are generally for domestic use, and are variable in the amount of water encountered and their water producing capacity.

The circumstances discussed above suggest a number potential adverse effects from the Project:

1. Pumping for the Project may adversely affect well owners near the Project. Active wells have been identified south of the Project site.
2. Pumping for the Project may adversely affect phreatophytic vegetation northeast of Project. Zones of phreatophytic vegetation have been mapped northeast of the site.
3. Pumping for the Project may affect groundwater users down-gradient from Pahrump Valley, in the Tecopa/China Ranch/Amargosa River area. These potentially affected users man no have all been identified, but include China Ranch and Tecopa.
4. Pumping for the Project may adversely affect groundwater-dependent and groundwater influenced habitat down-gradient of the Project. Of particular concern are the Amargosa River and China Ranch.
5. Pumping for the Project may contribute to overdraft of the Pahrump Valley groundwater basin.

MITIGATION PROCESS PROPOSED BY THE COUNTY OF INYO

In view of the foregoing, the County of Inyo has proposed the following to Hidden Hills Solar:

The County and Hidden Hills Solar agree to cooperate in the development of a detailed description of a mitigation measure for the hydrological impacts of the Project. If the parties agree upon such a measure, the parties will recommend to the CEC that the measure be included as a condition of certification. Should the parties be unable to agree upon such a measure, the parties shall submit to the CEC a recommendation that the conditions of certification include a mitigation measure for the hydrological impacts of the Project that includes, but is not limited to, the following:

- A. Prior to the commencement of construction, Hidden Hills Solar shall cooperate with the County to complete and provide to the CEC and other interested agencies an inventory of private wells potentially affected by the Project that identifies the owner of each well and includes the location, depth, screened interval, pump depth, static water level, pumping water level, and capacity of each well. For each such well, Hidden Hills Solar shall assess any projected impact of the Project on the well and shall develop and submit a plan for monitoring and mitigating any adverse effects on the well, including thresholds where mitigation activities would be undertaken. The plan should include, as feasible, agreements from the owner of each well approving monitoring activities. Monitoring should include both groundwater elevation and water quality. Mitigations should include deepening or replacing wells

that become inoperable due to Project pumping, monetary compensation for additional pump lift incurred by Project pumping, and mitigation for impacts to water quality.

B. Prior to commencement of construction, Hidden Hills Solar shall complete and provide to the County, the CEC and other interested agencies an inventory of groundwater-dependent or groundwater-influenced habitat and resources that may be potentially affected by the Project. The inventory should identify and describe habitat and resources dependent on or influenced by groundwater, including springflow, baseflow to streams and rivers, phreatophytic meadows, phreatophytic scrub, and riparian areas (including phreatophytes northeast of site, Willow Spring, China Ranch Springs, China Ranch, Amargosa Springs, baseflow to Amargosa River, etc.). For each habitat or resource identified, quantitative measures of what constitutes a significant impact to such habitats and resources should be identified, a monitoring program should be developed that is sufficient to assess potential impacts to the habitats and resources, and mitigation measures should be identified that will be implemented if significant impacts to such habitats and resources should occur. The preferred form of mitigation is avoidance of adverse effects on habitat and resources by modifying, reducing, or ceasing groundwater pumping by the Project if adverse impacts are projected as a result of prior evaluations and monitoring results.

C. Prior to the commencement of construction, Hidden Hills Solar shall develop and provide to the County and the CEC and other interested agencies a model for predicting changes in the groundwater flow system resulting from the Project which has the capability to assess changes in hydraulic head, flow rate, flow direction, and water budget. Hidden Hills Solar shall also provide to the County, the CEC and other interested agencies model runs which predict effects of the planned groundwater pumping by the Project on the habitats and resources described above and predictions of the level of groundwater pumping that will cause significant impacts on such habitats and resources. Hidden Hills Solar shall also use the model to provide an evaluation of the sustainability of the water supply for the life of the project, including the cumulative sustainability when considered with other pumping occurring or projected to occur in the groundwater basin (including the California and Nevada portions of the basin).

D. Prior to the commencement of construction, Hidden Hills Solar shall develop and provide to the County, the CEC and other interested agencies the following:

- a plan for a network of monitoring wells (either existing or to be constructed) to be regularly monitored together with a schedule for reporting water levels in the wells to the County and other interested entities by Hidden Hills Solar Construction of production and monitoring wells (water level monitoring should be initiated as soon as wells are available and results will be publicly available);
- a plan for logging and aquifer testing of all new production wells;
- a plan for monitoring and reporting on the impacts of the Project on private wells and on habitats and resources described above.
- a plan for verifying the predictive tools described above and for revising or recalibrating the tools as necessary.
- a plan for revising thresholds as dictated by new data concerning system response to Project operation.
- a commitment, based on monitoring data and significance thresholds, to implement mitigation measures as necessary.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: County Administrator
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: March 13, 2012

SUBJECT: BrightSource Presentation

DEPARTMENTAL RECOMMENDATION: - Representatives of BrightSource Energy will make a presentation to the Board of Supervisors regarding its proposed Hidden Hills Solar Energy Generating System (HHSEGS) project in the Charleston View area.

SUMMARY DISCUSSION: - BrightSource Energy asked to make a presentation to your Board regarding their proposed Hidden Hills Solar Energy Generating System in the Charleston View area in southeastern Inyo County.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS (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.)
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.) <p style="text-align: right;">Approved: _____ Date _____</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.) <p style="text-align: right;">Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.) <p style="text-align: right;">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____