

# 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.

**April 24, 2012**

**9:00 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.
4. **Bishop Rural Fire Protection District** – Request Board reappoint Mr. Ted Metz to the Bishop Rural Fire Protection District Board to complete an unexpired four year term ending July 1, 2015. (Notice of vacancy resulted in one request for appointment being received from Mr. Metz.)

### **HEALTH AND HUMAN SERVICES**

5. **EMS** – Request approval of the Contract with Southern Inyo Fire Protection District for the exclusive provision of emergency medical services in Operating Area 9 (OA9), from July 1, 2011 through June 30, 2019; and authorize the Chairperson to sign.

### **PUBLIC WORKS**

6. Request Board approve Amendment No. 1 to the Contract between the County of Inyo and McMurtrie-Tanksley, Inc., for fire hydrant replacement services, increasing the amount of the Contract by \$491.41 to a total not to exceed \$15,191.41, with funding for this amendment being contingent upon the Third Quarter Budget being adopted, and extending the term of the Contract to May 31, 2012; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
7. Request Board approve a resolution accepting the improvements for the Inyo County Electrical Upgrade Project and authorize the recording of the Notice of Completion for the Project.

## ROAD DEPARTMENT

8. Request approval to purchase 6 Electric Cable Tarp Systems from LaAlbo Enterprises, Inc., in the amount of \$10,962; approve payment of associated fees/taxes/delivery (estimated sales tax \$849.56) that may be required to comply with State and/or Federal Regulations; and authorize the Interim Public Works Director or his designee to execute any documents required to complete this equipment purchase.
9. Request approval to purchase 8 Guardrail Kits for Mumy Lane from C & W Construction Specialties, in the amount of \$11,502.60 including \$762.60 sales tax and \$900 shipping; approve payment of any associated fees/taxes that may be required to comply with Federal State or local regulations; and authorize the Interim Public Works Director or his designee to execute any documents required to complete this equipment purchase.

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

10. **HEALTH AND HUMAN SERVICES - Social Services - Senior Services** – Request Board A) change the authorized strength in Senior Services Division by deleting a B-PAR Program Services Assistant (PSA) III at Range 44PT (\$12.10 to \$14.74 per hour); and B) find that consistent with the adopted Authorized Position Review Policy: a) the availability of funding for the requested position exists, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; b) where internal candidates meet the qualifications for the position of Program Services Assistant, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply; and C) approve the hiring of one A-PAR Program Services Assistant I at Range 39PT (\$10.80 - \$13.12/hr.) or II at Range 42PT (\$11.55 to \$14.05/hr.) depending upon qualifications.
11. **COUNTY ADMINISTRATOR – Motor Pool** – Request Board A) authorize the purchase and installation of a remanufactured Ford motor for a 2004 Ford Escape Motor Pool vehicle from Eastern Sierra Motors in the amount of \$5,173.42; and B) amend the FY 2011-12 Motor Pool Budget Unit 200100 by increasing appropriations in Vehicles (*Object Code #5655*) by \$5,174, and decreasing appropriations in Maintenance of Equipment (*Object Code #5171*) by \$5,174. (*4/5's vote required.*)
12. **PLANNING** – Request Board authorize the Planning Department to investigate the development of a MOU with the Bureau of Land Management (BLM) to participate, as a cooperating agency, in the development of a Supplemental Environmental Impact Statement (SEIS) and associated Travel Management Plans within the West Mojave portion (WEMO) of the California Desert Conservation Area within Inyo County.
13. **PLANNING** – Request Board authorize the Planning Department to investigate the development of a Cooperating Agency Agreement with the National Park Services to participate in the development of a Saline Valley Warm Spring Management Plan and Environmental Impact Statement.
14. **WATER DEPARTMENT** – Request Board review LADWP's proposed Annual Operations Plan and provide direction as to the County's comments on the proposed Plan.

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

## WORKSHOPS AND PRESENTATIONS (To be considered at the Board's convenience)

## CORRESPONDENCE - ACTION

15. **INYO FISH AND WILDLIFE COMMISSION** – Request approval of expenditures from the Fine Fund as follows: A) \$3,000 to the Bishop Lions Club to build the next fishing dock at Buckley Ponds; and B) \$3,000 to Eastern Sierra Wildlife Care for the care of injured animals.

## **BOARD MEMBERS AND STAFF REPORTS**

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

### **16. PUBLIC COMMENT**

## **CLOSED SESSION**

17. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(b))** – Significant Exposure to Litigation (one case).
18. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(c))** – Decision Whether to Initiate Litigation (one case).
19. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion, Information Services Director Brandon Shults, and Planning Director Josh Hart.
20. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistants Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.
21. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.
22. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director of Child Support Services Susanne Rizo, Chief Probation Officer Jeff Thomson.
23. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** – Instructions to Negotiators re: wages, salaries and benefits – Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) – Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
24. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

## **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**

## **CORRESPONDENCE - INFORMATIONAL**

25. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of a creek diversion resulting in poor water conditions at 391 Mt. Tom Road in Bishop.



**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** April 24, 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

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ 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:  
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H

- 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:** April 24, 2012

**SUBJECT:** Bishop Rural Fire Protection District Appointment

**DEPARTMENTAL RECOMMENDATION:** - Request Board reappoint Mr. Ted Metz to the Bishop Rural Fire Protection District Board, to complete an unexpired four year term ending July 1, 2015. (Notice of Vacancy resulted in one request for appointment being received from Mr. Metz.)

**SUMMARY DISCUSSION:** Your Board is the appointing authority for the Bishop Rural Fire Protection District. The District notified this office of a scheduled vacancy. The appropriate notice of vacancy was published per your Board's policy. Request for appointment was received from Mr. Tom Metz, who is seeking reappointment. It is recommended that your Board reappoint Mr. Metz to the Bishop Rural Fire Protection District Board to complete an unexpired four-year term ending July 1, 2015.

**ALTERNATIVES:** - Your Board could choose to not make the appointment. This alternative is not recommended in that your Board has a qualified candidate to fill the position and further recruitment efforts are expensive and may not result in any additional qualified applicants seeking appointment.

**OTHER AGENCY INVOLVEMENT:** - N/A

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

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (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: \_\_\_\_\_

210 Mount Tom Road  
Bishop, CA 93514

April 4, 2012

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

Subject: Bishop Rural Fire Protection District

Gentlemen and Ladies:

I have served several years as a Fire Commissioner on the Bishop Rural Fire Protection District board. I would be pleased to continue on that board of Fire Commissioners. My service has been most enlightening and I believe I have contributed well to the District. Therefore, I request an appointment for this position for the balance of the term ending July 1, 2015, if that meets with your approval. If you have any questions of me, please feel free to contact me at the above address or my home phone noted below.

If approved, I would be pleased to further serve the Bishop area and Inyo County.

Sincerely,



Ted Metz  
(760) 872-6599

Cc: Chairman Robert Winzenread  
Chief Ray Seguire

RECEIVED  
2012 APR -6 PM 1:02  
INYO  
ADMS  
DIFRS

2695 Highland Drive  
Bishop, CA 93514

1 April 2012

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

RECEIVED  
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1170  
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MTR

**Reappointment of Commissioner Ted Metz**

Dear Supervisors:

I respectfully urge you to favorably consider the reappointment of Ted Metz to the Bishop Rural Fire Protection District Board of Commissioners.

Mr. Metz has been a valuable asset to our Board over these past few years having been an active part of important decisions made for the improvement of the fire services provided to the constituents of our greater Bishop area. His experience on the Board, coupled with his activism with the American Red Cross emergency services, makes him a noteworthy member of our Board.

Also for your information, the Board will soon offer for your consideration, an expression of our desire that our Board membership be comprised of no more than two members who have had previous fire services experience, and further that if such experience is based on the Bishop Fire Department, a break in that relationship of perhaps up to five years have taken place before consideration of that appointee. We have thus far found that such fire service experience is extremely valuable to us in sustaining focus on the important work which we are asked to accomplish. While Mr. Metz does not have such background, two of our other Board members do to which his involvement with emergency services is very complimentary.

These difficult financial times make decision making often extremely difficult, and previous experience such as that of Mr. Metz makes for continuity of programs focus.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Lloyd L. Anderson". The signature is fluid and cursive, with a long horizontal flourish at the end.

Lloyd L. Anderson

Commissioner



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

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

5

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

**FROM:** HEALTH & HUMAN SERVICES, Emergency Medical Services

**FOR THE BOARD MEETING OF:** April 24, 2012

**SUBJECT: Approval of Exclusive Operating Emergency Medical Service Contract with Southern Inyo Fire Protection District**

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve the contract with Southern Inyo Fire Protection District for the exclusive provision of emergency medical services in Operating Area 9 (OA9), from July 1, 2011 through June 30, 2019.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Southern Inyo Fire Protection District (SIFPD) is one of several local providers of Emergency Medical Services (EMS) who were "grandfathered in" during 1981 pursuant to Health and Safety Code Section 1797.224 as non-competitive exclusive providers of EMS. Historically those "grandfathered" EMS providers have operated without a contractual agreement documenting their exclusive operating rights and requirements.

Given recent administrative changes within SIFPD, along with proposed development in the southeastern corner of Inyo County, the SIFPD has requested that their exclusive operating rights and responsibilities be documented via a contract with the County of Inyo. This agenda request attempts to provide that documentation. The term of the contract was developed in consultation with County Counsel and mirrors the length of the term in the other existing EMS contracts for competitive providers.

**ALTERNATIVES:**

Your Board could deny this agreement, leaving SIFPD to continue operating as they have been, but without documentation should other entities challenge their exclusive operating rights.

**OTHER AGENCY INVOLVEMENT:**

The local Emergency Medical Care Committee (EMCC), the Inland Counties Emergency Management Authority (ICEMA)

**FINANCING:**

There is no financing involved with this agenda request.

**APPROVALS**

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

*[Handwritten signature]*

Approved: yes Date: 3/29/2012

*[Handwritten signature]*

Approved: yes Date: 4/3/12

*[Handwritten signature]*

Approved: ✓ Date: 4/4/12

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

*[Handwritten signature]*

Date: 4-5-12

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Southern Inyo Fire Protection District  
**FOR THE PROVISION** Emergency Ambulance **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Emergency Ambulance services of Southern Inyo Fire Protection District of Tecopa, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County emergency medical services as detailed in Attachment A, attached hereto and by reference incorporated herein.

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2011 to June 30, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

In consideration for the services provided herein, Contractor shall be designated the exclusive operator of the area described in Attachment B. 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.

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

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

**5. 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. Unless expressly provided for in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Unless expressly provided for in the Schedule of Fees (Attachment B), responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor. Any supplies, equipment, vehicles, materials, etc. paid for by County under this Agreement are the personal property of County.

**6. 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.

**7. 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.

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, employees, and volunteers, 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, employees, and volunteers 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.

#### **10. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or volunteers. 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, volunteers, 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.

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

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

B. Inspections and Audits. Any authorized representative of 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.

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

During the performance of this Agreement, Contractor, its agents, officers, employees and volunteers 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, employees, and volunteers 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.

**13. 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.

**14. 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.

**15. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph ~~twenty-three (23) (Amendment)~~ twenty-two (22) (Amendment).

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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-two (22) (Amendment).

**21. 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.

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo</b>	
Health & Human Services	Department
163 May Street	Address
Bishop, CA 93514	City and State

<b>Contractor:</b>	
Southern Inyo Fire Protection Dist.	Name
P.O. Box 51	Address
Tecopa, CA 92389	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Southern Inyo Fire Protection District  
**FOR THE PROVISION** Emergency Ambulance **SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By: 

Robin Hinchum SIFPD Board Chair  
Signature  
Print or Type Name

Dated: 3-22-12

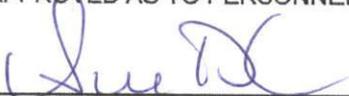
APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

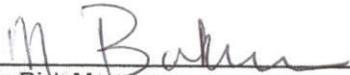
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Southern Inyo Fire Protection District  
FOR THE PROVISION Emergency Ambulance SERVICES**

**TERM:**

**FROM:** July 1, 2011 **TO:** June 30, 2019

**SCOPE OF WORK:**

Provide emergency medical transport services in the exclusive operating area, as set forth in Health and Safety Code section 1797.224.

When requested by the Inyo County designated medical dispatch center(s) for services in **OPERATIONAL AREA 9 (OA9)** defined as:

**TECOPA/SHOSHONE**

**North – Park Service Boundary**

**South – San Bernardino County Line**

**East – Nevada State Line**

**West – Park Service Boundary**

**CONTRACTOR'S** responsibilities under this procurement shall include ambulance response and transportation services for Code 2 and Code 3 ambulance response requests originating through the 9-1-1 or public safety dispatch system, interfacility transfers, as well as billing, collection, and accounts receivable management. All functions are to be carried out in accordance with clinical, response time, and other requirements specified in the Contract. Contractor will also furnish the support services associated with the delivery of primary emergency medical services such as equipment and vehicle maintenance; comprehensive quality improvement program; inventory control systems; in-service training; paramedic-assisted training for first responders; program auditing; data collection and processing; maintenance of medical records and statistical data; public information and community education; and all other support services necessary to the effective delivery of high quality emergency ambulance service.

**A. Procedure for Deployment**

**1. Deployment Standards**

Contractor shall maintain and implement current written procedures for deployment, which describes how emergency ambulance services meet response time and staffing standards, and are made available to patients in INYO COUNTY.

Deployment procedures shall:

- (a) specify locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- (b) describe 24 hour coverage strategies including coverage with minimal volunteers.
- (c) describe mechanisms to be implemented to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume within an OA.
- (d) include a map identifying proposed ambulance station or post locations and identifying those geographic areas within a 10-minute, 30-minute and 100-minute response time of an ambulance station. (Map shall be based on existing road system, under non-peak daytime traffic conditions.)
- (e) specify the anticipated average response times to each community including variations based upon variable deployment patterns.
- (f) describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
- (g) describe any notification procedures of on-call crews.
- (h) describe any mandatory overtime requirements.
- (i) describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
- (j) describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

**2. On-going Deployment Requirements**

The Contractor may be required to redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by the Contractor to redeploy or add ambulance units within two months of notice by County shall constitute a material breach of contract. The Contractor shall be required to submit proposed changes in the deployment strategies in writing to the Contract Administrator thirty (30) days in advance. The 30-day notice may be waived if an emergency adjustment to the deployment strategies is needed to correct an acute performance problem.

**3. Deployment Parameters**

All Contractor's ambulances for emergency medical response under the terms of its agreement with INYO COUNTY shall be dispatched only within assigned County emergency response area(s) (OAs), or as directed by a County Communications Center, or in compliance with policies or protocols established by ICEMA.

**B. Response Time Performance Standards**

Contractor's response times on requests for emergency medical service originating from within Contractor's OA(s) shall meet the following performance standards:

**1. Potentially Life Threatening Emergency Response (Code 3)**

The Contractor shall place an emergency ambulance on-scene for at least 90% of all potentially life threatening emergency ambulance

requests originating in the OA within the response time standard(s) for the area.

**2. Response Time Exceptions**

Exemptions to the response time standard may be considered by ICEMA and the Contract Administrator during a declared disaster or other extraordinary circumstances and circumstances beyond the control of the Contractor.

**3. Response Time Calculations**

Response times should be calculated from time call received at Contractor's dispatch center to time ambulance arrives on scene (wheels stop at scene or staging area) or is cancelled.

**4. Documentation of Response Times**

Contractor shall assure that all times necessary to determine total ambulance response time, total on-scene time and total time of transport to hospital are documented by ambulance personnel on the ICEMA 01A form, and Scantron or electronic submission. Critical times shall include time call received, time ambulance crew notified, time crew enroute to scene, arrival at scene time, time enroute to hospital, and arrival at hospital time.

**5. Failure to Provide Data to Determine Compliance**

When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. Contractor, in order to rectify the failure to report an on-scene time may demonstrate to the satisfaction of Contract Administrator an accurate on-scene time within ten (10) days of the date of the call.

**6. Disputes**

If Contractor disputes ICEMA's response time calculations, Contractor may appeal to ICEMA in writing within seven (7) calendar days of receipt describing the problem.

**C. Clinical & Staffing Standards**

INYO COUNTY expects that the performance of work and services related to the provision of emergency ambulance service will conform to high professional standards and will comply with all applicable State laws and regulations, and ICEMA policies, procedures and field treatment guidelines. All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate and currently valid certificates/licenses in their respective trade or profession. Contractor shall be held accountable for his employees' performance and actions. INYO COUNTY also expects professional and courteous conduct at all times from all members of Contractor's organization.

Contractor shall assure that all ambulance and field supervisory personnel meet or exceed clinical/operational standards established by ICEMA policies, procedures and field treatment guidelines.

**1. Ambulance Staffing**

Contractor shall respond, as available, an Advanced Life Support (ALS) ambulance staffed with one currently licensed/accredited paramedic and one currently certified EMT-I (Plan B) on all potentially life threatening emergency medical requests as determined by ICEMA dispatch protocols. However, BLS units staffed with two EMT-I's may be sent to requests for BLS interfacility transfers, and multi-unit response. In addition, BLS units may be sent to requests for emergency medical requests in areas where it has been determined that ALS cannot be provided 24-hour-day, 7 days/week or where ALS units are not available due to commitment to other 9-1-1 calls or interfacility transports.

Contractor shall agree to meet ambulance staffing standards set by ICEMA.

**2. Credentialing of Ambulance Personnel**

All ambulance personnel responding to emergency medical requests shall be appropriately credentialed. It is Contractor's responsibility to assure that Contractor's employees meet this standard.

**3. Required Advanced Cardiac Life Support (ACLS)**

All paramedics responding to emergency medical requests shall be currently certified in Advanced Cardiac Life Support (ACLS) by the American Heart Association. It is Contractor's responsibility to assure that this standard is met.

**4. Required Advanced Skills Training**

Paramedics accredited in ICEMA region shall complete training in advanced skills including adult oral intubation and all skills and medications listed in the County's defined scope of practice for paramedics, prior to performing these skills on patients in the field setting. It shall be Contractor's responsibility to assure that paramedics assigned to each ALS unit have completed this training.

**5. Orientation Of New Personnel**

Contractor shall assure that all field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, EMS system overview; EMS policies and procedures; radio communications with and between the Contractor, base hospital, receiving hospitals, and county communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities, emergency response areas within the county and in surrounding areas; and ambulance and equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall be responsible for assuring that this standard is met.

**6. In-Service Training and Continuing Education**

Contractor shall have a program for assuring field personnel are prepared to respond on emergency requests through orientation, in-service training

and continuing education (CE). This program shall be reliably linked with and responsive to Contractor's quality improvement program.

**7. Preparation for Multi-Casualty Response**

Contractor shall assure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities during a Multi-Casualty Incident as well as the County Disaster Plan. At a multi-casualty scene, Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with Standardized Emergency Management System (SEMS) legislation (California Government Code Section 8607).

**8. Continuous Quality Improvement Program**

Within one year of receiving ICEMA's Continuous Quality Improvement Plan (CQI) contractor shall have a comprehensive continuous quality improvement (CQI) program approved by ICEMA (California Code of Regulations, Section 100166), and designed to interface with ICEMA's evolving CQI Program, including participation in system related CQI activities.

**9. Dealing With Complex Field Situations**

Contractor shall maintain an on-going program designed to provide ambulance personnel with the knowledge, understanding, and skills to effectively manage complex situations related to patient/family management in the field setting. Emphasis shall be placed on preparing ambulance crews to manage grieving families, to assist patients with special needs, as well as patients with psychiatric, drug/alcohol or other behavioral or stress related problems. Emphasis shall be on techniques for establishing a climate conducive to effective field management.

**10. Infection Control**

It is Contractor's responsibility to develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure of patients, families, first responders and ambulance staff. Infection control policies shall meet the latest OSHA requirements and shall contain provisions for a system to assure compliance with ICEMA and INYO COUNTY policy for notification of exposure to all personnel and agencies involved, as well as for training of ambulance personnel in preventative practices, including training in universal precautions.

**D. Working Conditions for Ambulance Personnel**

**1. Critical Incident Stress Debriefing**

The Contractor shall maintain a critical incident stress-debriefing procedure for its employees.

**2. Chemical Dependency Program**

Contractor is required to have an organized procedure available to provide advice and assistance to employees with drug and/or alcohol related problems.

**3. Safety Equipment**

Contractor shall provide personnel with equipment necessary to assure protection from illness or injury when responding to an emergency medical request.

**E. Administration and Operations**

**1. Management**

Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. Contractor shall assure that an on-duty individual, authorized to act on behalf of Contractor in all operational matters, is available to respond within the OA at all times.

**2. Field Supervision**

Contractor shall provide supervisory personnel necessary to oversee and provide support to field personnel. At least one field supervisor with emergency medical experience shall be available at all times. Telephone availability is acceptable.

**3. Internal Communications and Reporting Policies**

Contractor shall have an internal communications system and reporting policies/procedures in place so that information flows smoothly among ambulance crews, field supervisors and management personnel.

**4. Affirmative Action**

Contractor shall have an active Affirmative Action Policy and Plan which provides a comprehensive approach to the maintenance of non-discriminatory employment policies, practices and procedures, as well as the promotion of a culturally diverse work environment. The Affirmative Action Plan shall comply with applicable Federal, State and County laws and regulations governing affirmative action.

**F. Equipment Requirements**

**1. Vehicles**

Ambulances used to provide emergency medical transportation shall be well maintained, and shall provide ill or injured patients a safe and comfortable ride. Ambulance vehicles shall meet standards of Title XIII, California Code of Regulations and California Vehicle Code.

**2. General Ambulance Equipment**

Each ambulance unit shall carry all emergency supplies and equipment required by ICEMA. Vehicles, equipment, and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

Throughout the term of the Contract, equipment and supply requirements may be changed only with the approval of ICEMA.

Contractor shall agree to carry all supplies and equipment required by ICEMA.

**3. Equipment and Supply Requirements**

Contractor shall implement and maintain inventory control and equipment maintenance systems which will allow the ambulance fleet to remain fully stocked with quality equipment in good working order at all times. Contractor's plan for replacement of expendable equipment and supplies shall be self-sufficient and shall not rely on receiving hospital stock or billing services unless expressly agreed to by receiving hospitals.

**4. Vehicle Maintenance**

Contractor shall be responsible for furnishing all maintenance of vehicles, on-board equipment, and facilities used by the Contractor in performance of this work. The Contractor shall install and demonstrate evidence of an automated or manual vehicle maintenance program record keeping system including problem-reporting, feedback loop, problem pattern analyses, vehicle and equipment maintenance histories, operating and repair cost analyses, and vehicle replacement plan.

**5. Medical Radio Communications**

Contractor shall equip in accordance with ICEMA specifications all emergency ambulances, specialty response vehicles and supervisor vehicles used in providing Contract service communications equipment as specified in protocol. Contractor shall have an internal radio communications system in place which includes a portable communications link between Contractor's ambulance crews and its dispatch center.

**G. Disaster, Multicasualty, Mutual Aid Response, Standby**

**1. Multicasualty/Disaster Response**

Contractor shall cooperate with INYO COUNTY and ICEMA in rendering emergency assistance during a declared or an undeclared disaster, or in multi-victim response as identified in ICEMA protocol or the INYO COUNTY Disaster Plan. During disaster or declared multicasualty situations, Contractor will be exempted from all responsibilities for response-time performance until notified by INYO COUNTY or ICEMA. When Contractor is notified that multicasualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

At a multi-victim scene, Contractor's personnel shall perform in accordance with appropriate ICEMA MCI protocol and within Incident Command System (ICS).

Contractor shall agree to cooperate with INYO COUNTY and ICEMA with regards to disaster medical response as well as other multi-victim response protocols.

**2. Internal Disaster Response Notification**

Contractor shall develop a plan for immediate recall of personnel during multicasualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

**3. Incident Notification**

Contractor shall telephone immediately to communicate current field information to appropriate INYO COUNTY Health and Human Services and ICEMA staff during multicasualties, disaster response, hazardous materials incidents and other unusual occurrences.

**4. Local Coverage**

Contractor shall use best efforts to provide local standard emergency coverage during the course of a multicasualty or disaster situation.

**5. Interagency Training for Exercises/Drills**

ICEMA and INYO COUNTY expects Contractor to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

**6. Mutual Aid Requirements**

Contractor shall respond in a mutual aid capacity to other service areas within and outside of INYO COUNTY if so requested and adequate service coverage is not depleted in the OA.

**7. Stand-By Service**

Contractor shall provide stand-by services at the scene of an emergency incident within its emergency response area (OA) when directed by a designated EMS communications center upon request of a public safety agency. A unit placed on stand-by may respond to a 9-1-1 call within their OA.

**8. Ambulance Service Assistance**

Contractor, to the best of its ability, shall assist in servicing any other emergency response areas where the INYO COUNTY contract for that response area has been suspended or terminated if requested to do so by INYO COUNTY or ICEMA.

**H. Reporting Requirements and access to Records**

Contractor shall agree to comply with the following reporting and record keeping requirements:

**1. Patient Care Report Form**

- (a) Contractor shall utilize ICEMA's O1A form, Scantron or ICEMA approved computerized equivalent, for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports.

- (b) Records shall contain all information documented on the O1A and Scantron for all EMS system responses including patient contacts, cancelled calls, non-transport. Contractor shall be required to provide other data points which may be reasonably requested, including any needed modifications to support EMS system data collection.

**2. Audits/Inspections**

Contractor shall maintain separate financial records for its INYO COUNTY operation in accordance with generally accepted accounting principles. INYO COUNTY may require financial statements for the INYO COUNTY operation audited by a Certified Public Accountant. All records shall be made available for onsite review and inspection upon request by INYO COUNTY. County retains the right to examine/audit said records at any reasonable time.

**3. Personnel Reports**

Contractor shall provide ICEMA with data to establish a list of paramedics and EMT-Is currently employed by the contractor. Data shall include at a minimum, name, address, telephone number, California paramedic license number, ICEMA Certification/Accreditation number, ACLS expiration date, and California driver's license number. Contractor shall ensure that data is submitted regularly to assure the list is current.

**4. Other Reports**

Contractor shall provide such other reports and records as may be reasonably required by INYO COUNTY and/or ICEMA.

**5. Business Records**

In special circumstances, INYO COUNTY may require audited financial statements by a certified public accountant for Contractor's ambulance operation and/or separate business records of financial accounting of any other businesses that share overhead with Contractor's ambulance service operation.

**6. Retention of Records**

Contractor shall retain all documents pertaining to Contract for four (4) years from the effective date of the Contract; and for any further period required by law. Upon request, Contractor shall make these records available to authorized representatives of ICEMA, INYO COUNTY, the State of California, and the United States Government.

Contractor shall agree to retain records according to ICEMA standards and shall agree to make these records available to authorized representatives of ICEMA, INYO COUNTY, State, and United States Government.

**7. Observation of Operations**

INYO COUNTY and ICEMA representatives may, at any time and without notification, directly observe Contractor's control center operations, maintenance facilities, and ambulance post locations, and may ride as "third person" to observe operation of any of Contractor's ambulances. INYO COUNTY and ICEMA staff shall conduct themselves in a professional and courteous manner and shall not interfere with Contractor's employees in performance of their duties or in employer/employee relationship.

**I. Compensation-related Provisions**

**1. Maximum Pricing Requirements**

Contractor shall receive income from patient charges. Contractor shall comply with fee schedules and rates negotiated with INYO COUNTY. A schedule of billable charges shall be submitted for approval by INYO COUNTY prior to implementation.

**2. Replacement and Charges for Billable Medical Supplies**

Contractor shall be responsible for restocking ambulances with consumable medical supplies. Any increases in patient charges shall be approved by INYO COUNTY. Patient charge increases shall be approved in writing by INYO COUNTY at least thirty (30) days before taking effect.

**J. Billing and Collections**

**1. Billing and Accounts Receivable Management**

Contractor shall operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

- (a) generate Medicare and Medicaid statements.
- (b) itemize on patient bills all procedures and supplies employed, whether billed separately or included in base rate
- (c) be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries

The itemized patient information can be documented in patient medical records.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Southern Inyo Fire Protection District  
FOR THE PROVISION Emergency Ambulance SERVICES**

**TERM:**

**FROM:** July 1, 2011 **TO:** June 30, 2019

**DESCRIPTION OF EXCLUSIVE OPERATING AREA :**

OPERATIONAL AREA 9 (OA9) defined as:

TECOPA/SHOSHONE  
North – Park Service Boundary  
South – San Bernardino County Line  
East – Nevada State Line  
West – Park Service Boundary

**SCHEDULE OF FEES:**

Pursuant to Paragraph 3. CONSIDERATION, 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.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Southern Inyo Fire Protection District  
**FOR THE PROVISION** Emergency Ambulance **SERVICES**

**FROM:** July 1, 2011 **TO:** June 30, 2019

**SEE ATTACHED INSURANCE PROVISIONS**

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

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

### **Primary Coverage**

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

### **Notice of Cancellation**

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

### **Waiver of Subrogation**

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

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

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

### **Acceptability of Insurers**

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

### **Claims Made Policies**

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

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

### **Verification of Coverage**

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

**Subcontractors**

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

***Special Risks or Circumstances***

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 6

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

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** April 24, 2012

**SUBJECT:** Amendment No. 1 to Contract for fire hydrant replacement services with McMurtrie-Tanksley, Inc.

**DEPARTMENTAL RECOMMENDATION:** - Request Board approve Amendment No. 1 to the Contract between the County of Inyo and McMurtrie-Tanksley, Inc., for fire hydrant replacement services, increasing the amount of the Contract by \$496.41 to a total not to exceed \$15,191.41, with funding for this amendment being contingent upon the Third Quarter Budget being adopted, and extending the term of the Contract to May 31, 2012; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

**COUNTY ADMINISTRATOR RECOMMENDATION:**

**SUMMARY DISCUSSION:** - the Public Works Department is currently administering a Contract with McMurtrie-Tanksley, Inc., to provide fire hydrant replacement services for two hydrants, one on Clay Street and one on Edwards Street in Independence. Public Works underestimated the expected depth of the *bury length* (depth of the vertical portion of the hydrants) as the actual depth could only be verified through excavation. The Excavating did not occur until the Contractor commenced work. The cost for the additional *bury length* will result in an increase in the Contract amount of \$491.41, thereby increasing the total amount of the Contract to and amount not to exceed \$15,191.41. This Amendment is necessary because the hydrants cannot be installed unless the proper *bury length* is used. This work was expected to be completed by April 30, 2012, but in the unlikely event that it is not completed, Public Works is also requesting the Contract be extended from ending date of April 30, 2012, to May 31, 2012.

**ALTERNATIVES:** - The Board could choose to not approve Amendment No. 1 to the Contract for fire hydrant replacement services. This alternative is not recommended because if the hydrants are not replaced properly there would be adverse impacts to public health and safety.

**OTHER AGENCY INVOLVEMENT:** - County Counsel and Auditor-Controller, review and approvals.

**FINANCING:** - This project was included the Board approved FY 2011-12 Independence Water System Budget Unit 152101, Infrastructure (Object Code #5620). Due to higher than estimated contract costs, the Budget was previously amended. Sufficient funding will be available if the Third Quarter Budget is adopted.

<b>APPROVALS</b>	
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.) Approved: <u>[Signature]</u> Date <u>4/19/12</u>
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.) Approved: <u>[Signature]</u> Date <u>4/19/12</u>
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.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** DOUG WILSON BY KP Date: 4/19/12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
McMurtrie-Tanksley, Inc.  
FOR THE PROVISION OF CONTRACTOR SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and McMurtrie-Tanksley, Inc of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of Fire Hydrant replacement services dated December 13, 2011, a standard County Contract #116, for the term from December 31, 2011 to April 30, 2012.

**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:

1. Increase the contract cost by \$491.41 from a total contract cost of \$14,700 to a total contract cost of \$15,191.41.
2. Amend the contract completion date from April 30, 2012 to May 31, 2012.

The effective date of this amendment to the Agreement is April 24, 2012.

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
McMurtrie-Tanksley, Inc.**

**FOR THE PROVISION OF Fire Hydrant Replacement 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



**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: April 24, 2012

SUBJECT: Resolution and Notice of Completion for the Inyo County Electrical Upgrade Project.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Recommend the Board approve the resolution accepting the improvements for the Inyo County Electrical Upgrade Project; and
2. Authorize the recording of a Notice of Completion for the Inyo County Electrical Upgrade Project.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Speiss Construction Company, Inc. of Santa Maria, California recently completed construction of the Inyo County Electrical Upgrade Project. The primary objective of the project was to upgrade the aging and substandard electrical infrastructure in the Bishop Library, the County Services building at South Street in Bishop and the Courthouse and Courthouse Annex in Independence. The project consisted of installing three new electrical service entrances, numerous breaker panels, transformers, and receptacles and many feet of conduit to either replace or supplement the original electrical system in these buildings. The project plans were prepared by a consulting engineering firm and there were many issues with the engineered plans.

The final contract amount for the Inyo County Electrical Upgrade Project is \$827,401 and the final construction contract costs were \$824,499. The total final cost of the project, including construction, construction engineering, oversight, accounting and managements is estimated at \$906,000. This number includes soft costs that were related to the project, but were not directly billed to the project by various departments such as the Auditor, County Counsel and portions of the accounting and management by the Public Works Department. This number also includes approximately \$137,000 provided by the AOC for reimbursement for extra work in the Court area and the AOC share of the overall Courthouse work. The project was funded through FY 2010/2011 Network Project Budget.

On April 3, 2012 a final inspection was performed by the Inyo County Building and Safety Inspector and Public Works staff, and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached resolution, which accepts the completed improvements and authorizes the Public Works Director to record a notice of completion for the project, which formally accepts the work.

The notice of completion limits the time periods for claims and establishes the date the contractor is paid the remaining funds due under the contract (the retention).

**ALTERNATIVES:**

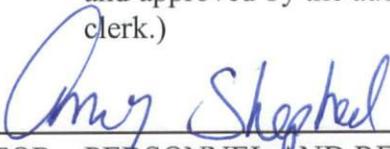
The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the notice of completion could not be filed. Choosing not to approve the resolution is not recommended because it will extend the time period during which stop notices can be submitted and will delay the release of retention to the Contractor.

**OTHER AGENCY INVOLVEMENT:**

State of California, Administrative Offices of the Courts for providing partial construction funding  
County Counsel has reviewed the resolution.  
The County Auditor's office will pay the retention currently being withheld.

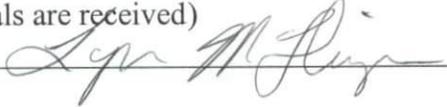
**FINANCING:**

The Inyo County Electrical Upgrade Project has been budgeted in the Board Approved FY 2010/2011 Network Project Budget, Budget Unit 011805, Object Code 5700, construction in progress.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/17/12</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>4/17/12</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: 4/19/2012

**RECORDING REQUESTED BY  
AND TO BE RETURNED TO:**

County of Inyo  
c/o Interim Director of Public Works  
Public Works Department  
168 No. Edwards Street  
PO Drawer Q  
Independence, CA 93526

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Inyo County Electrical Upgrade Project, on the property hereinafter described was completed on April 4, 2012 and was accepted by the Inyo County Board of Supervisors on April 24, 2012.
2. The property on which the Inyo County Electrical Upgrade Project has been completed and located is on the grounds of: the Bishop Library, 210 Academy Avenue Bishop, California; the Inyo County Services Building, 207 W. South Street, Bishop California and the Inyo County Courthouse Complex, 168 North Edwards Street, Independence, California.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the real property upon which the Bishop Library, the Inyo County Services Building and the Inyo County Courthouse Complex occupies, located at 210 Academy Avenue, Bishop California, 207 W. South Street, Bishop California and at 168 North Edwards Street, Independence, California.
4. The undersigned Doug Wilson is the Interim Director of Public Works of the County of Inyo and has been duly authorized pursuant to a Resolution adopted April, 24, 2012 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Inyo County Electrical Upgrade Project pursuant to contract with the owner is Speiss Construction Company, Inc.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

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

By: \_\_\_\_\_  
Doug Wilson, Interim Director of Public Works

**RESOLUTION # 2012 -**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE INYO COUNTY ELECTRICAL UPGRADE PROJECT**

**WHEREAS**, Doug Wilson, Interim Director of Public Works for the County of Inyo, has determined that the Inyo County Electrical Upgrade Project has been completed by Speiss Construction Company, Inc. in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Inyo County Electrical Upgrade Project.

Passed, approved and adopted this 24<sup>th</sup> day of April, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Marty Fortney,

Chairperson, Board of Supervisors

**ATTEST:**

Kevin Carunchio, Clerk

by \_\_\_\_\_  
Assistant Clerk to the Board

**RECORDING REQUESTED BY  
AND TO BE RETURNED TO:**

County of Inyo  
c/o Interim Director of Public Works  
Public Works Department  
168 No. Edwards Street  
PO Drawer Q  
Independence, CA 93526





**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**

8

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: April 24, 2012

SUBJECT: Purchase of 6 Electric Cable Tarp Systems with Electric Drive

**DEPARTMENTAL RECOMMENDATIONS:**

1. Approve the Purchase of 6 Electric Cable Tarp Systems in the amount of \$10,962.00 from LoAlbo Enterprises, Inc. Funds were identified and approved by your Board in the 2011/2012 Road Budget for this purchase.
2. Approve payment of any associated fees/taxes/delivery (estimated sales tax \$849.56) that may be required to comply with State and/or Federal Regulations.
3. Authorize the Interim Public Works Director or his designee to execute any documents required to complete this equipment purchase.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Road Department is requesting to purchase Six (6) Electric Cable Tarp System with Electric Drive. These tarp systems will allow the Road Department to haul chips, cinders and other aggregate necessary for Road Department projects and winter safety. LoAlbo Enterprises, Inc. submitted the only responsive bid.

The tarps are used to keep small aggregate from blowing out of the trailers while being hauled. They will be mounted on Asset # 3754, #3739, #7243, #7244, #8959 and #8960. Aggregate that blows out of trailers can be a safety hazard to other motorists and is also a code violation. These tarp systems allow Road Department operators to tarp their loads without climbing on top of the trailers. This is an important safety issue and will help insure that operators don't have to be walking on top of unstable loads. This can be especially dangerous in windy conditions.

The purchase of these items were budgeted for and approved by your Board in the current 2011/2012 Road Department Budget.

**ALTERNATIVES:**

1. The Board could decide not to approve this request. This is not recommended, as the law requires that all trailers be tarped and it allows for tarping to happen in a safe manner.

**OTHER AGENCY INVOLVEMENT:**

The Inyo County Auditors Office

**FINANCING:** The funding for this equipment is included in the FY 2011-2012 Road Budget 034600 and is specifically designated to be paid out of Road 034600, object code #5655

**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>4/6/12</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>4/11/12</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)

[Signature]

Date: 4-11-12

COUNTY OF INYO (760) 878-0293  
MATERIAL OR SERVICES

BILLING: INYO COUNTY ROAD DEPARTMENT  
P.O. DRAWER Q  
INDEPENDENCE, CA 93526

DELIVER TO: COUNTY ROAD YARD  
750 SO CLAY STREET  
INDEPENDENCE, CA 93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
COUNTY ADMINISTRATIVE CENTER  
224 N. EDWARDS ST.  
P.O. BOX N  
INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, March 19, 2012 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

IMPORTANT: Bid shall be sealed with bid number as indicated above on the outside of the envelope and date of bid opening. Read the Instructions and Conditions before making your Bid or Quotation.

#### INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE COMPLETED BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT VIRGINIA BEACH, VA (CITY & STATE)

MARCH 2, 2012

CASH DISCOUNT TERMS NA

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY LOALBO ENTERPRISES, INC.

NAME OF COMPANY REPRESENTATIVE (PRINTED) DAN LOALBO

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 1299 MURMUR CT.

CITY AND STATE VA BEACH, VA 23454

PHONE NUMBER 757-615-4379

FAX NUMBER 757-412-4552

Specifications for Bid/Quote for:

Electric Cable Tarp System to be used on Belly Dumps-

(4) Each Cable Driven Tarp System w/Electric Drive, White 18oz Vinyl Tarp

for truck # 3739	94" x 135"	<b>\$1814<sup>00</sup>/UNIT</b>
3745	95" x 136"	
7242	95" x 140"	
7243	95 1/4" x 140 1/4"	

(2) Each Cable Driven Tarp System w/Electric Drive, White 18oz Vinyl Tarp

for truck # 8959	95" x 192 1/4"	<b>\$1853<sup>00</sup>/UNIT</b>
8960	95" x 193"	

This Bid was received on 3/10 at 3:00 PM  
 ATTEST: Kevin D. Canuncho  
 County Administrative Officer and Clerk of the Board  
 Inyo County, California  
 By [Signature]  
 Assistant

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED**

**LOALBO ENTERPRISES, INC. IS OFFERING THE FOLLOW...**

Mountain Tarp, Tarp-N-Go, Cable Tarp System

- 12vdc Electric Tarp Motor with 3 year warranty
- Galvanized Support Bows with EZ Ends
- 1/4" Stainless Steel Cable
- 18oz White Vinyl, Semi-Waterproof
- Anti-Lift Mechanism
- K-Bar Full Front Shaft Support
- Front Shaft with 7" Pulleys
- Pillow Block Bearings with Lubricant Stem
- 4" Adjustable Rear Pulleys, Extended
- Aluminum Wind Deflector
- Electrical Wire
- Quick Disconnect
- Cab Switch
- Installation Manual

Subtotal

**\$10,962.<sup>00</sup>**

Sales Tax (7.75%)

**NA**

Shipping Charge

**\$ 0.<sup>00</sup>**

Total

**\$10,962.<sup>00</sup>**

Indicate any exception to the bid:

\_\_\_\_\_

Bid prices will remain valid and in effect through

~~MARCH 31, 2012~~ **7.V.V.**

Delivery will be made in 10-15 <sup>BUSINESS</sup> days after receipt of order.

**APRIL 19, 2012**



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

For Clerk's Use Only:
<b>AGENDA NUMBER</b> 9

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

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: April 24, 2012

SUBJECT: Purchase of 8 Guardrail kits for Mumy Lane.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Approve the Purchase of 8 Guardrail Kits for Mumy Lane from C & W Construction Specialties of Ventura, California in the amount of \$11,502.60, this includes \$762.60 sales tax and \$900 shipping. Funds were identified in the current 2011/2012 budget.
2. Approve payment of any associated fees/taxes (estimates: sales tax \$762.60) that may be required to comply with Federal, State or Local regulations.
3. Authorize the Public Works Director or his designee to execute any documents required to complete this equipment purchase.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

These guardrail kits will be used for the two bridges on Mumy Lane in Bishop. The old wooden guardrail for these bridges has been partially destroyed and is in dire need of replacement. The Road Department had previously installed similar guardrail protection at the canal crossing on Dixon Lane. These types of guardrail kits work very well and greatly improve the safety concerns that come with owning and maintaining bridges. Bids were received from:

C & W Construction	\$11,502.60
Apex Fence Company	\$11,996.00
Interstate Sales	\$12,981.80
Statewide Safety	\$13,566.20

**ALTERNATIVES:**

The Board could decide not to approve the purchase of the guardrail kits. This is not recommended as the replacement of these antiquated guardrails are a safety priority and need to be completed as soon as possible.

**OTHER AGENCY INVOLVEMENT:**

The Inyo County Auditors Office

**FINANCING:**

The funding for this purchase is included in the Road Department Budget, Budget Unit 034600, Object Code 5311.

**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>[Signature]</u>	Date <u>4/11/12</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>[Signature]</u>	Date <u>4/11/12</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)

[Signature]

Date: 4-11-12

COUNTY OF INYO (760) 878-0293  
 MATERIAL OR SERVICES

BILLING: INYO COUNTY ROAD DEPARTMENT  
 P.O. DRAWER Q  
 INDEPENDENCE, CA 93526

DELIVER TO: COUNTY ROAD YARD  
 750 SO CLAY STREET  
 INDEPENDENCE, CA 93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
 COUNTY ADMINISTRATIVE CENTER  
 224 N. EDWARDS ST.  
 P.O. BOX N  
 INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, March 19, 2012 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.  
 MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.  
 IMPORTANT: Bid shall be sealed with bid number as indicated above on the outside of the envelope and date of bid opening.  
 Read the Instructions and Conditions before making your Bid or Quotation.

**INSTRUCTIONS & CONDITIONS**

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §8.06.020 (b) with its bid.

THE FOLLOWING MUST BE COMPLETED BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Ventura, CA (CITY & STATE)

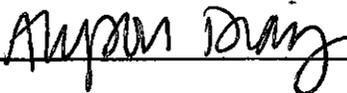
March 6, 2012

CASH DISCOUNT TERMS 1% net 10

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY C&W Construction Specialties, Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Alyson Diaz

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 2419 Palma Drive

CITY AND STATE Ventura, CA 93003

PHONE NUMBER 805 642-0204

FAX NUMBER 805 642-5141

Specifications for Bid/Quote for:

(8) Each Guardrail Kits- SRT 350, 8 POST Slotted Guardrail End Treatments \$1,230.00 each  
Each kit will be preassembled, certificates of compliance provided as well as installation guides.

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED**

Subtotal	<u>\$9,480.00</u>
Sales Tax (7.75%)	<u>\$762.60</u>
Shipping Charge	<u>\$900.00</u>
Total	<u>\$11,502.60</u>

Each kit will be pre-assembled, certificates of compliance provided as well as installation guides at time of delivery.

Indicate any exception to the bid:

None

Bid prices will remain valid and in effect through April 30, 2012

Delivery will be made in 5 days after receipt of order.

This Bid was received on 3/8, 2012 at 4:31 p.m.

ATTEST: Kevin D. Curranchio  
County Administrative Officer and Clerk of the Board  
Inyo County, California

By [Signature]  
Assistant

This Bid was received on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ p.m.

Attest: Kevin D. Curranchio  
County Administrative Officer and Clerk of the Board  
Inyo County, California

By \_\_\_\_\_  
Assistant



C&W Construction Specialties, Inc.  
 2419 Palma Drive  
 Ventura CA 93003-5731  
 805.642.0204  
 805.642.5141      www.highwayrail.com

License: 256795

# Material Quote

Order# : 102-12

Date: 03/06/2012

To: Emma Bills  
 Inyo County Road Department  
 Road Dept  
 750 South Clay  
 Independence CA 93526

Phone #: 760 878-0293

Fax #: 760 878-0456

Salesperson: Alyson Diaz

Payment Terms: NET 30

P.O. #:

This quote is valid until:04/30/2012

Quantity	Unit	Description	Unit Price	Ext Price
8	EA	SRT-350 8 Post Slotted Guardrail End Treatments	\$1,230.00	\$9,840.00
1	LS	Preassembled Kits Delivered	\$900.00	\$900.00

THANK YOU FOR YOUR BUSINESS!

Quotation Prepared by: Alyson Diaz

Non-Taxable Amount:	900.00
Taxable Amount:	9,840.00
Sales Tax:	762.60
<b>Quote Total</b>	<b>11,502.60</b>

To accept this quotation, sign here and return \_\_\_\_\_ Date: \_\_\_\_\_

ATT E M M A

BID NO. 2012-04

PAGE 1 OF 3 PAGES

# INTERSTATE SALES

COUNTY OF INYO (760) 878-0293  
MATERIAL OR SERVICES

## COPY.

RECEIVED  
2012 MAR 15 AM 9:47  
INYO COUNTY  
ADMINISTRATOR  
CLERK OF COUNTY BOARD

BILLING: INYO COUNTY ROAD DEPARTMENT  
P.O. DRAWER Q  
INDEPENDENCE, CA 93526

DELIVER TO: COUNTY ROAD YARD  
750 SO CLAY STREET  
INDEPENDENCE, CA 93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
COUNTY ADMINISTRATIVE CENTER  
224 N. EDWARDS ST.  
P.O. BOX N  
INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, March 19, 2012 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.  
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.  
IMPORTANT: Bid shall be sealed with bid number as indicated above on the outside of the envelope and date of bid opening.  
Read the Instructions and Conditions before making your Bid or Quotation.

### INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

BID NO. 2012-04

PAGE 2 OF 3 PAGES

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE COMPLETED BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT AUBURN, CALIFORNIA (CITY & STATE)

March 1, 2012

CASH DISCOUNT TERMS -0-

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY INTERSTATE SALES

NAME OF COMPANY REPRESENTATIVE (PRINTED) JOHN

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS John Sosbee, Sales  
12600 Locksley Lane Ste 200

CITY AND STATE Auburn, CA 95602

PHONE NUMBER 530-823-6070

FAX NUMBER 530-823-6214

BID NO. 2012-04

PAGE 3 OF 3 PAGES

Specifications for Bid/Quote for:

(8) Each Guardrail Kits- SRT 350, 8 POST Slotted Guardrail End Treatments \$1,390.00 Ea

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED**

Subtotal	<u>11,120.00</u>
Sales Tax (7.75%)	<u>861.80</u>
Shipping Charge	<u>1,000.00</u>
Total	<u>12,981.80</u>

Indicate any exception to the bid:

All or none @ vendor's option

Bid prices will remain valid and in effect through 30 days

Delivery will be made in 7-14 days after receipt of order.

This Bid was received on 3/15/12 at 9:47 a.m.

ATTEST: Kevin D. Coninchio  
County Administrative Officer and Clerk of the Board  
Inyo County, California

By [Signature]  
Assistant

COUNTY OF INYO (760) 878-0293  
 MATERIAL OR SERVICES

BILLING: INYO COUNTY ROAD DEPARTMENT  
 P.O. DRAWER Q  
 INDEPENDENCE, CA 93526

DELIVER TO: COUNTY ROAD YARD  
 750 SO CLAY STREET  
 INDEPENDENCE, CA 93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
 COUNTY ADMINISTRATIVE CENTER  
 224 N. EDWARDS ST.  
 P.O. BOX N  
 INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, March 19, 2012 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.  
 MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.  
 IMPORTANT: Bid shall be sealed with bid number as indicated above on the outside of the envelope and date of bid opening.  
 Read the Instructions and Conditions before making your Bid or Quotation.

**INSTRUCTIONS & CONDITIONS**

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
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- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE COMPLETED BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Anderson, CA (CITY & STATE)

March 16, 20 12

CASH DISCOUNT TERMS N/A

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Apex Fence Company Inc

NAME OF COMPANY REPRESENTATIVE (PRINTED) David Farmer

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 19896 Alexander Ave

CITY AND STATE Anderson, CA

PHONE NUMBER 530) 365-3316

FAX NUMBER 530) 365-5478

Specifications for Bid/Quote for:

(8) Each Guardrail Kits- SRT 350, 8 POST Slotted Guardrail End Treatments

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED**

Subtotal	<u>9,600<sup>00</sup></u>
Sales Tax (7.75%)	<u>696<sup>00</sup></u>
Shipping Charge	<u>1,700<sup>00</sup></u>
Total	<u>11,996<sup>00</sup></u>

Indicate any exception to the bid:

\_\_\_\_\_

Bid prices will remain valid and in effect through 4-19-12

Delivery will be made in 15 days after receipt of order.

This Bid was received on 3/19, 2012 at 1:59 P.m.  
 ATTEST: Kevin D. Ceruncho  
 County Administrative Officer and Clerk of the Board  
 Inyo County, California  
 By [Signature]  
 Assistant

BID NO. 2012-04

COUNTY OF INYO (760) 878-0293  
MATERIAL OR SERVICES

BILLING: INYO COUNTY ROAD DEPARTMENT  
P.O. DRAWER Q  
INDEPENDENCE, CA 93526

DELIVER TO: COUNTY ROAD YARD  
750 SO CLAY STREET  
INDEPENDENCE, CA 93526

RETURN BIDS TO: INYO COUNTY BOARD CLERK  
COUNTY ADMINISTRATIVE CENTER  
224 N. EDWARDS ST.  
P.O. BOX N  
INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, March 19, 2012 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.  
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.  
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#### INSTRUCTIONS & CONDITIONS

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5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
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9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopied, or secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
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17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo; as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

**THE FOLLOWING MUST BE COMPLETED BY THE BIDDER IN SUBMITTING HIS BID:**

DATED AT Fresno, CA (CITY & STATE)

March 9, 20 12

CASH DISCOUNT TERMS N/A

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Statewide Traffic Safety & Signs

NAME OF COMPANY REPRESENTATIVE (PRINTED) Vance Ezell

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 3049 S. Golden State Frontage Rd

CITY AND STATE Fresno, CA

PHONE NUMBER 559-291-8500

FAX NUMBER 559-291-8503

Specifications for Bid/Quote for:

(8) Each Guardrail Kits- SRT 350, 8 POST Slotted Guardrail End Treatments

**NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED**

This Bid was received on 3/16/12 at 3:00 PM  
 ATTEST: Karin S. Caruso  
 County Administrative Officer and Clerk of the Board  
 Inyo County, California  
 BY [Signature]  
 Assistant

Subtotal	\$ <u>12,080.00</u>
Sales Tax (7.75%)	\$ <u>936.20</u>
Shipping Charge	\$ <u>550.00</u>
Total	\$ <u>13,566.20</u>

Indicate any exception to the bid:  
None.

Bid prices will remain valid and in effect through September 19, 2012.

Delivery will be made in 20 days after receipt of order.



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

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

10

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services/IMAAA

**FOR THE BOARD MEETING OF:** April 24, 2012

**SUBJECT:** Request to change the HHS departmental authorized strength and hire one A-PAR Program Services Assistant (PSA) I or II in IMAAA.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

1. Change the Authorized Strength in the Health and Human Services IMAAA Division by deleting the B-PAR Program Services Assistant (PSA) III, Range 44PT (\$12.10 to \$14.74).
2. Find that, consistent with the adopted Authorized Position Review Policy:
  - a. the availability of funding for this requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
  - b. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply; and
  - c. approve the hiring of one A-PAR PSA I at Range 39PT (\$10.80 to \$13.12/hr.), or A-PAR PSA II at Range 42PT (\$11.55 to \$14.05/hr.), depending upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

On or about February 27, 2012, the agency was notified of a resignation of a Program Services Assistant (PSA) III in our Bishop Senior Program effective April 29, 2012. This is a part-time, up to 29 hours per week, position that performs support services including, but not limited to: meal delivery to home bound seniors, assisted transportation to medical appointments, and homemaking services. In addition, the PSA III position requires training in home health care or related training, as the position also provides personal care services. The Bishop site currently has two B-PAR PSA III's assigned that provide primarily personal care and homemaking services. The PSA III scheduled to retire, provides an average of 1-2 hours of personal care services per week, which are scheduled to be transferred to the remaining PSA III, who would still have open slots available for these services. In addition, seniors who are MediCal eligible and are in need of personal care services have access to the In Home Support Services (IHSS) program through Inyo County Health and Human Services. In assessing the staffing need for the site, consideration was given to these factors, as well as the types of job duties needed and actual amount of hours needed to perform these duties. Based upon this updated staffing needs assessment, it appears that reducing the authorized strength by deleting the B-PAR PSA III position, and hiring an A-PAR PSA I/II, would better serve the needs of the Bishop Senior Center.

We are respectfully asking permission to delete the B-PAR PSA III from the authorized strength in order to ensure the provision of services and to maintain scheduling flexibility at the Bishop Senior Center. We are also asking permission to fill the pending vacancy with an A-PAR PSA I/II following the departure of the current PSA III at the end of April 2012.

**ALTERNATIVES:**

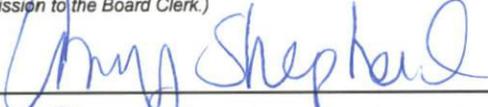
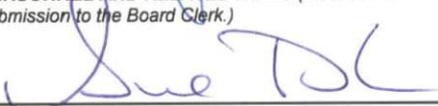
The Board could choose not to allow IMAAA to hire a PSA I or II at the Bishop Senior Center, which would decrease the center's ability to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the IMAAA program if absences are covered by higher paid staff.

**OTHER AGENCY INVOLVEMENT:**

None

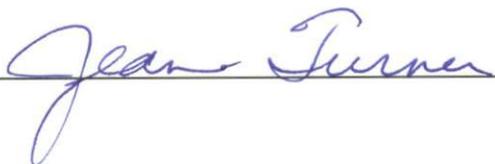
**FINANCING:**

State and Federal funding, and County General Fund. There are sufficient funds in the IMAAA budget (612500) in the salaries and benefits object codes.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> <p style="text-align: right;">Approved: _____ Date: _____</p>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  <p style="text-align: right;">Approved: <u>Yes</u> 4/3/12 Date: _____</p>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  <p style="text-align: right;">Approved: <u>✓</u> 4/2/12 Date: _____</p>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 Date: 4-9-12



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

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

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

**FROM:** Motor Pool  
**FOR THE BOARD MEETING OF:** April 24, 2012  
**SUBJECT:** Repair of Motor Pool Vehicle

**DEPARTMENTAL RECOMMENDATION:** A) Request your Board authorize a purchase order in the amount of \$5,173.42 payable to Eastern Sierra Motors for the installation of a remanufactured Ford motor for a 2004 Ford Escape Motor Pool vehicle. B) Request Board amend the FY 2011-12 Motor Pool Budget (200100) as follows: Increase Vehicles (object code 5655) by \$5,174 and decrease Maintenance of Equipment (object code 5171) by \$5,174 (4/5's vote required).

**CAO RECOMMENDATION:**

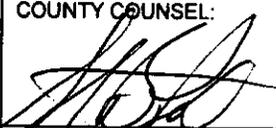
**SUMMARY DISCUSSION:** A 2004 Ford Escape recently experienced mechanical problems and was diagnosed as needing a new engine. Inyo County Motor Pool received quotes for the repair of this vehicle. The submitted quotes are as follows:

Eastern Sierra Motors	\$5,173.42
Mr K Automotive	no response
Perry Motors	no response

**ALTERNATIVES:** Your Board could choose not to approve the repair of the vehicle at this time; however, it is not Staff's recommendation due to the fact that with this vehicle out of operation, the Motor Pool fleet will be short on vehicles. Informational Services is currently utilizing a Motor Pool fleet Focus, due to the fact that their Ford Taurus Wagon is being surplusd due to mechanical problems.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** With the approval of the appropriation change above the Motor Pool Budget 200100 Object Code 5655 will have sufficient funding to make the repair.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/18/2012</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>✓</u> Date <u>4/19/12</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: \_\_\_\_\_  
 (The Original plus 20 copies of this document are required)

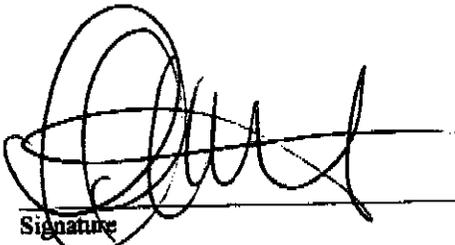
**Eastern Sierra Motors Inc.**  
**1440 N. Hwy 6**  
**Bishop Ca. 93514**  
**Phone # 760-873-4291**  
**Fax # 760-873-7196**  
**Federal tax ID# 95-2583421**

8318

**Customer:** Inyo County Motor Pool  
**Address:**  
**City, State:**  
**Day Phone:**  
**Night Phone:**  
**Fax:**  
**Estimate Ref:** 1310  
**Date:** April 16, 2012  
**Time:** 11:16 AM

**Service Writer:**  
**Service Tech:**  
  
**VID:**  
**Mileage:**

Description	Part #	Qty	Price	Extended
Ford Reman Engine Assy		1	3400.00	3400.00
Thermostat and Gasket		1	27.95	27.95
Serpentine Belt		1	34.97	34.97
Water Pump Belt		1	23.01	23.01
Coolant		2	15.04	30.08
Mercon V		2	5.81	11.62
Labor to Remove and Replace Engine Assy and transfer all necessary parts			75.00	1200.00
Water Pump		1	160.00	160.00
			<b>Labor Total</b>	1200.00
			<b>Parts Total</b>	3687.63
			<b>Sub-Total</b>	4887.63
			<b>Parts Tax 7.75%</b>	285.79
			<b>Total</b>	\$ 5173.42

  
 Signature

4-16-12  
 Date



**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     Closed Session     Informational

**FROM:** Planning Department

**FOR THE BOARD MEETING OF:** April 24, 2012

**SUBJECT:** Participation, as a cooperating agency, in the development of a Supplemental Environmental Impact Statement (SEIS) and associated Travel Management Plans within the West Mojave portion of the California Desert Conservation Area (Western Mojave Route Network Project).

**DEPARTMENTAL RECOMMENDATION:** Authorize the Planning Department to investigate the development of a MOU with the BLM to participate, as a cooperating agency, in the development of a Supplemental Environmental Impact Statement (SEIS) and associated Travel Management Plans within the West Mojave portion (WEMO) of the California Desert Conservation Area within Inyo County.

**SUMMARY DISCUSSION:** The network of motorized vehicle routes on public lands in the WEMO planning area was originally identified in the Western Mojave Desert Off-Road Vehicle Designation Project (2003), and was adopted as modified in the WEMO Plan (2006). In a September 2009 ruling and a subsequent January 2011 remedy order, the U.S. District Court in Northern California remanded portions of the 2006 WEMO plan, including the motorized vehicle route network to BLM to reconsider, provides additional documentation, and adopt a revised motorized vehicle route network based on the review. Portions of the WEMO Plan related to travel management and access are currently under review by the BLM through this SEIS, and a new decision on travel management access on public lands for WEMO must be rendered by March 31, 2014.

The County did participate in an October 2011 WEMO public scoping meeting in Ridgecrest, CA and provided comment on the scoping document, which is attached for reference. Your Board provided comment on several areas including coordination, recreation, socioeconomics, resources, enforcement, and land use planning in a letter dated October 11, 2011.

BLM has invited Inyo County to participate, as a cooperating agency, in the development of a Supplemental Environmental Impact Statement and associated Travel Management Plans to analyze a proposed plan amendment and alternative covering the designation of routes and management of motorized vehicles on public lands in the West Mojave portion of the California Desert Conservation Area (CDCA). Inyo Counties' participation would be limited to Inyo County jurisdiction, which has been identified as a portion of WEMO Travel Management Planning Area No. 2.

BLM has produced a guide to facilitate coordination with intergovernmental partners titled *A Desk Guide to Cooperating Agency Relationships and Coordination with Intergovernmental Partners (2012)*, which was recently distributed to your Board. The BLM guide suggests that establishing participation as a cooperating agency should be accomplished via a MOU, to clarify the agency relationship, roles, and responsibilities of each agency. Development of a MOU would be the first step in participation as a cooperating agency in the development of the WEMO travel management plan.

Roles as a cooperating agency include:

- Participation in the scoping process and identification of issues
- Inventory data and information collection, including development or sharing information and preparing aspects of environmental analysis and travel management plans for which your agency has special expertise
- Make staff support available at the BLM's request to enhance the review of plans, normally using your own funds
- Provide resources including staff participation to identify alternatives and resolve issues that may affect your jurisdiction
- Estimate effects of alternatives to or from lands under your jurisdiction, and
- Expedite of alternative plans, consistent with State requirements, other applicable environmental laws and regulations and the County General Plan and Development Code

Staff resources in the Planning Department are limited, and it may be challenging to participate. However, the level of participation is expected to be minimal because the planning area within Inyo County is a relatively small portion of the County. Also, it is anticipated that Mr. Stewart, Planning Coordinator, will participate in the roles stated above during the WEMO travel management planning process to maximize the likelihood that staff will be able to fully participate.

**ALTERNATIVES:**

The Board could not authorize the Planning Department to investigate the development of a MOU with the BLM to participate, as a cooperating agency, in the WEMO travel management planning process and; 1) Request the BLM contact the County to set up a meeting where the BLM and the County can consult on issues of concern; 2) Request a final copy of the draft and final draft environmental documents and/or associated reports when published; or 3) Not comment and have no further interest in the BLM's proposed action at this time. This is not recommended as the County's participation as a cooperating agency in the WEMO travel management planning process would foster coordination with the BLM in the planning process.

**OTHER AGENCY INVOLVEMENT:** Bureau of Land Management (BLM)

**FINANCING:** Resources from the Planning Department's general budget are utilized to monitor federal activities, such as the WEMO travel management planning process.

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

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (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: \_\_\_\_\_

- Attachment 1 – BLM’s invitation to participate as a cooperating agency in the West Mojave Route Network Project
- Attachment 2 – West Mojave Route Network Project comment letter dated October 11, 2011



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

California Desert District  
22835 Calle San Juan de Lagos  
Moreno Valley, CA 92553  
www.ca.blm.gov



In Reply Refer To:  
1619/1792(P)  
CAD080

MAR 28 2012

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Inyo County Planning Department  
Joshua Hart, Planning Director  
P. O. Drawer L  
168 N. Edwards Street  
Independence, California 93526



Dear Mr. Hart:

The Bureau of Land Management (BLM), California Desert District, has initiated development of a Supplemental Environmental Impact Statement (SEIS) and associated Travel Management Plans to analyze a proposed plan amendment and alternatives covering the designation of routes and management of motorized vehicles on public lands in the West Mojave (WEMO) portion of the California Desert Conservation Area (CDCA). Portions of the WEMO Plan related to travel management and access are currently under review by the BLM through this SEIS, and a new decision on travel management access on public lands for WEMO must be rendered by March 31, 2014. The BLM would like to invite the County of Inyo to participate with the BLM on this project as a cooperating agency.

You may request to be a cooperator on the SEIS, or limit your participation to specific travel management plans within the West Mojave that cover geographic areas of interest to your agency. Your role as a cooperating agency may include:

- Participation in the scoping process and identification of issues
- Inventory data and information collection, including development or sharing information and preparing aspects of environmental analyses and travel management plans for which your agency has special expertise
- Make staff support available at the BLM's request to enhance the review of plans, normally using your own funds
- Provide resources including staff for participation to identify alternatives and resolve issues that may affect your jurisdiction
- Estimate effects of alternatives to or from lands under your jurisdiction, and
- Expedite review of alternative plans, consistent with State requirements, other applicable environmental laws and regulations and the County General Plan and Development Code.

The Record of Decision for the West Mojave Plan was signed in March 2006. The WEMO Plan was prepared by the BLM in collaboration with the region's cities, counties, state and federal agencies to consult on threatened and endangered species and habitat in the West Mojave portion of the CDCA. The planning area covers 9.3 million acres in the western portion of the Mojave Desert in southern California covering parts of San Bernardino, Los Angeles, Kern, and Inyo Counties: 3.3 million acres of public

lands administered by the BLM, 3.0 million acres of private lands, 102,000 acres administered by the State of California, and the balance of military lands administered by the Department of Defense. The Plan presents a comprehensive strategy on public lands to conserve and protect the desert tortoise, the Mohave ground squirrel, and over 100 other sensitive plants and animals and the natural communities of which they are a part.

The network of motorized vehicle routes on public lands in the WEMO planning area was originally identified in the Western Mojave Desert Off-Road Vehicle Designation Project (2003), and was adopted as modified in the WEMO Plan (2006). In a September, 2009 ruling and a subsequent January, 2011 remedy order, the U.S. District Court in Northern California remanded portions of the 2006 WEMO plan, including the motorized vehicle route network to BLM to reconsider, provide additional documentation, and adopt a revised motorized vehicle route network based on the review.

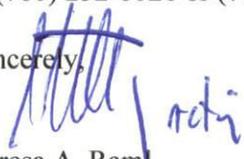
Current BLM guidance calls for travel management planning to include the identification of Travel Management Areas (TMA). The BLM has identified eight preliminary TMAs within the WEMO Plan boundaries. Each of these eight TMAs, cover a different geographic portion of the WEMO area in which access routes for public and other uses will be proposed. Associated implementation strategies will also be identified.

This SEIS and associated travel management planning requires coordination with designations for adjacent areas and jurisdictions. The BLM is currently reviewing the route network within the eight geographic areas of the West Mojave to identify scoping issues, develop preliminary travel management objectives, refine its tool for the designation of specific routes, and identify additional regional (WEMO-wide) amendment issues. Travel management plans cover public lands administered by four BLM field offices within the BLM's California Desert District. The BLM will use information from agencies with special knowledge or expertise and we encourage your agency to provide information and participate in the planning process.

A map of the West Mojave area covered by these plans in relation to major landmarks and a map showing the various travel management planning areas are attached.

The BLM wishes to seize every opportunity to work together in a relationship where a Tribal, State or local agency has decision-making authority or special expertise that can enhance the BLM's planning efforts. Please fill out the enclosed return form indicating your interest for the West Mojave Route Network Project. If you would like to set up a briefing or request additional information, please contact Edythe Seehafer, West Mojave Project Manager at (760) 252-6021 or (760) 275-4612.

Sincerely,

  
Teresa A. Ramo  
District Manager – California Desert

Enclosure  
Maps, as stated

CC:  
Roxie Trost, Barstow Field Manager  
Michael Reiland, Ridgecrest Field Manager, acting

In re: West Mojave Route Network Project

This form is provided for your convenience to assist the BLM in ensuring that the County of Inyo has received our correspondence, and that we can continue to communicate with you in the most effective way possible. This form will allow you to identify the appropriate individuals or departments to receive and respond to information concerning this project.

Please fill out this form and return it in the supplied return envelope. Be assured that we will follow up with you and/or other County representatives or offices in accordance with your responses.

- The information that you have provided in your correspondence is sufficient and we would like to participate as a Cooperating Agency. We would further like you to contact us to set up a meeting to discuss opportunities to participate in the West Mojave Route Network Project Supplemental EIS and Travel Management Plans.
- Our County/agency has information or concerns that we would like to discuss with the BLM about its proposed action (s). Therefore, we would like you to contact us to set up a meeting where we can consult on the issues.
- The information that you have provided in your correspondence is sufficient and we do not require consultation with you at this time. We do, however, request a final copy of the draft and final environmental documents and/or associated reports when published.
- Thank you for your correspondence. Our County/agency has no comment and no further interest in the BLM's proposed action at this time.

Name of individual responding to this form:

\_\_\_\_\_  
(Please Print)

Title:

\_\_\_\_\_  
(Please Print)

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

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

List other individuals or departments we should contact regarding this project, please indicate their name, title, address, and telephone number below:

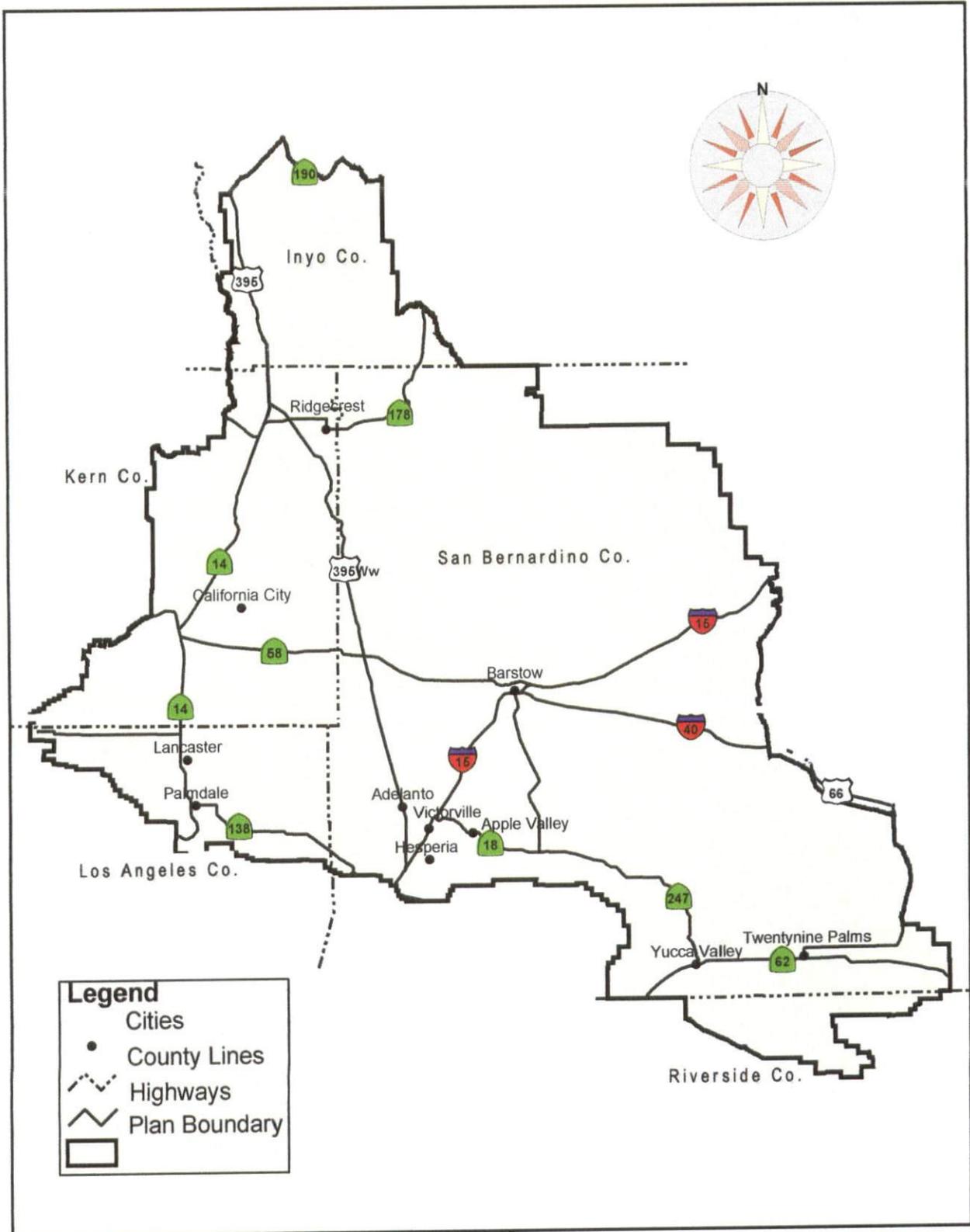
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_



# West Mojave Route Network Project



**West Mojave Area  
Overview**

Scale: 1 : 1,750,000  
 0 10 20 30  
 Km  
 0 10 20 30  
 Miles



## BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD  
LINDA ARCULARIUS  
SUSAN CASH  
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MARTY FORTNEY  
RICHARD CERVANTES

KEVIN D. CARUNCHIO  
*Clerk of the Board*

PATRICIA GUNSOLLEY  
*Assistant Clerk of the Board*

October 11, 2011

Alan Stein  
BLM California Desert District Office  
22835 Calle San Juan de Los Lagos  
Moreno Valley, CA 92553-9046

**Re: Notice of Intent and Notice Prepare an Environmental Document and Proposed Plan Amendment for the West Mojave (WEMO) Plan, Motorized Vehicle Access Element, within Inyo, Kern, Los Angeles, and San Bernardino Counties California Published in the Federal Register on September 13, 2011 (Federal Register Vol. 76., No. 177, pages 56466-56468)**

To Whom It May Concern,

On behalf of the Inyo County Board of Supervisors, thank you for the opportunity to participate in the development of the Plan Amendment for the West Mojave (WEMO) Plan, Motorized Vehicle Access Element.

Inyo County has a continued interest in striking a balance between public access and environmental protection on public lands. The Inyo County Board of Supervisors has consistently expressed its support of appropriate route designation, and we hope that Inyo County will be able to positively contribute to the Plan Amendment for the West Mojave (WEMO) Plan, Motorized Vehicle Access Element.

### Coordination

Based on our preliminary review of the WEMO planning documents, it appears as if the Plan is inconsistent with the Inyo County General Plan. Ideally the Bureau of Land Management (BLM) would have reviewed our Plans and initiated coordination, but has not contacted us. We therefore request coordination with the BLM to address and resolve the inconsistencies between the WEMO plan and the Inyo County General Plan and approved policies. In accordance with 43 C.F.R. 1610.3-1(f), Inyo County hereby informs the BLM of the inconsistencies between Inyo County plans and policies and the WEMO plan. The County requests staff-to-staff meetings to address these inconsistencies and, ideally, to resolve them.

### Scope of the Environmental Document and Proposed Plan Amendment

We are encouraged that the Bureau of Land Management (BLM) is engaging in a habitat conservation plan and a federal land use plan amendment that presents comprehensive strategies to conserve and protect sensitive plants and animals. While we support conservation efforts, we are concerned that opportunities for public access to publically owned lands are steadily diminishing in Inyo County. We encourage the BLM to be mindful of the fact that more than 98 percent of the County is in public ownership. With this land ownership pattern, the County is significantly impacted by public lands management decisions. With this in mind, we offer the following comments on the scope of the Environmental Document and Proposed Plan Amendment.

**Recreation** – the potential impacts to recreation should be evaluated. Motorized access is essential to most recreational activities within the proposed area. In our County, these impacts should be considered in light of past and continuing efforts to reduce motorized access and the associated recreational opportunities available to recreationalists.

Recreationalists derive social value from recreational uses on public lands. Generations of people have enjoyed the recreation activities within the proposed area, any further limiting of those opportunities should be deeply considered. Recreational access is fundamentally important to the interaction of people with their environment. Consideration should be given to the social value impact the proposed plan will have on the recreational users.

**Socioeconomics** – the potential economic impacts in Inyo County should be considered. Economic development is limited in Inyo County due to the public land ownership pattern. While the County is continuously striving to widen the economic base and decrease our dependence on tourism, we are still dependent on the tourism industry for economic success. Recreational tourism brings non-local spending to our community, in the form of recreational spending at our local firms that cater to the recreationalists. Recreational spending induces additional economic activity in our area. Recreational visitor spending and the additional economic activity should be considered, especially in our economy that is so dependent on the tourism industry.

**Resources** – the potential impacts to resource access should be considered. Protection of both current and future of mineral resources extraction is important to the County's economy. Further limiting access to mineral resources should be avoided.

Maintenance of wildlife enhancement features, such as guzzlers, is vital to the survival of several species in the arid climate. Access to such wildlife enhancements should remain open to motorized travel for future maintenance. Consideration should be given to accessing wildlife enhancement features for maintenance.

**Enforcement** – the crux of the problem lies in enforcement. Unlawful motorized travel created many of the roads that are excessive today, and are the reason the BLM is attempting to create an appropriate route designation plan. Consideration should be given to enforcement in the plan.

An educated public may reduce the need for future enforcement. Education of local sensitive plants and animals may help reduce the impact to those species. Information on road status should be available in several technology appropriate formats. Consideration should be given to an education program in the plan.

**Land Use and Planning** – the Environmental Document and Proposed Plan Amendment should address land use and planning issues between the BLM and the County's planning policies and land use procedures.<sup>1</sup> Significant consideration should be given to the County's planning policies and land use procedures.

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

Sincerely,



Susan Cash

Chairperson, Inyo County Board of Supervisors

cc: Kevin Carunchio, CAO  
Randy Keller, County Counsel  
Joshua Hart, Planning Director  
Secretary Salazar, DOI  
Jim Kenna, BLM  
Gerald Hillier, Quadstate  
Regional Council of Rural Counties  
California State Association of Counties  
National Association of Counties

<sup>1</sup> Refer to [http://inyoplanning.org/general\\_plan/index.htm](http://inyoplanning.org/general_plan/index.htm) regarding the County's General Plan.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
13

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** April 24, 2012

**SUBJECT:** Participation as a Cooperating Agency in the Saline Valley Warm Springs Management Plan and Environmental Impact Statement

**RECOMMENDATION:** Authorize the Planning Department to investigate the development of a Cooperating Agency Agreement for the Saline Valley Warm Spring Management Plan and Environmental Impact Statement.

**SUMMARY DISCUSSION:** The National Park Service (NPS) is beginning preparation of a Management Plan and Environmental Impact Statement (EIS) pursuant to the National Environmental Policy Act (NEPA) for the Saline Valley Warm Springs area of Death Valley National Park. NPS has invited the County to be a cooperating agency for the EIS (see attached). Staff believes that there is a high level of local interest in the Plan due to the recreational opportunities afforded in Saline Valley, and therefore recommends that the County investigate participating as a cooperating agency. If an agreement can be reached, staff believes that the County's input will be considered in the planning process to a greater degree than without an agreement.

Due to the number of other high priority planning projects currently in process, staff resources are limited. However, due to the focused nature of the Plan, staff believes that the effort to participate can be minimized while still achieving the County's goal to provide input and influence Plan development, and can be accommodated by existing staff resources.

**ALTERNATIVES:**

The Board could not authorize the Planning Department to investigate the development of a cooperating agency agreement for the Saline Valley Warm Springs Management Plan, and instead direct staff to monitor plan development and provide input into the NEPA public comment process. This is not recommended as there is a high level of local interest in the Plan and cooperating agency status provides greater opportunities to influence Plan development than through the NEPA public comment process.

**OTHER AGENCY INVOLVEMENT:**

U.S. Department of Interior, NPS

**FINANCING:**

Resources from the general fund are utilized to monitor federal activities.

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

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 4-18-12

Attachment: Invitation from Death Valley National Park to Participate as a Cooperating Agency in the Saline Valley Warm Springs Management Plan/EIS



# United States Department of the Interior

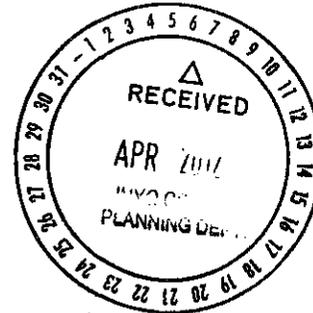
NATIONAL PARK SERVICE  
Death Valley National Park  
P.O. Box 579  
Death Valley, California 92328



IN REPLY REFER TO:  
RM A.2.

April 3, 2012

Josh Hart, Planning Director  
Inyo County Planning Dept.  
PO Box L  
Independence, CA 93526



**Re: Saline Valley Warm Springs Management Plan/EIS**

Dear Josh:

The National Park Service (NPS) is beginning preparation of a Management Plan and Environmental Impact Statement (EIS) for the Saline Valley Warm Springs area of Death Valley National Park. Currently, the Warm Springs area is not included in the park's General Management Plan published in 2002. This effort will result in a comprehensive management plan for resources in and visitor use of Saline Valley Warm Springs. Public scoping for the plan and EIS will likely begin in June 2012 and the plan will be completed no earlier than 2015.

The NPS is inviting Inyo County to be a cooperating agency on the EIS process to provide information in your areas of technical expertise, which will assist the NPS in making a more informed decision. We have also sent a copy of this letter to the Inyo County Board of Supervisors. The NPS will be inviting several other government agencies to participate in the development of the EIS as cooperating agencies, including BLM, the Inyo National Forest; and the Timbisha Shoshone Tribe.

Please let us know if you would like to participate as a cooperating agency in the development of the Saline Valley Warm Springs Management Plan and EIS by filling out and returning the enclosed form.

Public scoping meetings for this new management plan and EIS will likely begin in Bishop on the evening of Tuesday, June 12. The NPS also intends to convene a meeting for Cooperating Agencies in Bishop, California during working hours on June 12. On the evening of Wednesday, June 13, the NPS will likely host a public scoping meeting in Ridgecrest, California. The NPS intends to convene a meeting for Cooperating Agencies in Ridgecrest, California during working hours on June 13 as well. Another public scoping meeting will likely occur in Victorville, California on the evening of Thursday, June 14.

If you have questions, please contact Kelly Fuhrmann, Chief of Resources Management at (760)786-3253 or Mike Cipra, Environmental Protection Specialist at (760)786-3227. Thank you in advance for completing and returning the enclosed form by no later than April 30th, 2012.

We appreciate your continued interest and participation in Death Valley National Park's planning processes.

Sincerely,



Sarah Craighead  
Superintendent

Enclosure: Cooperating Agency Interest Form

cc: Mike Cipra, Environmental Protection Specialist  
Kelly Fuhrmann, Resources Division Chief

**Saline Valley Warm Springs Management Plan/Environmental Impact Statement  
Death Valley National Park, National Park Service  
Cooperating Agency Interest Form**

Please return this form by April 30, 2012, to indicate your interest in participating as a cooperating agency in the development of a management plan and environmental impact statement for the Saline Valley Warm Springs area of Death Valley National Park.

A cooperating agency agreement will be developed to spell out the specific roles and responsibilities of each agency. In general, cooperating agencies provide information in their areas of special expertise, which will assist the National Park Service in making a more informed decision.

\_\_\_\_\_ Yes, we are interested in participating as a cooperating agency.

\_\_\_\_\_ No, we are not interested in participating as a cooperating agency.

Agency: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Office: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Direct Phone: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please return the form by April 30, 2012 to:  
Sarah Craighead, Superintendent  
Death Valley National Park  
P.O. Box 579  
Death Valley, CA 92328



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

For Clerk's Use Only:  
AGENDA NUMBER

14

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

**FROM: Water Department**

**FOR THE BOARD MEETING OF: April 24, 2012**

**SUBJECT: Response to LADWP proposed Annual Operations Plan**

**DEPARTMENTAL RECOMMENDATION:**

Water Department requests that your Board review LADWP's proposed Annual Operations Plan and provide direction as to the County's comments on the proposed plan.

**SUMMARY DISCUSSION:**

Regarding LADWP's Annual Operations Plan, the Inyo/Los Angeles Long-Term Water Agreement (LTWA) provides that:

By April 20<sup>th</sup> of each year, the Department shall prepare and submit to the Inyo County Technical Group a proposed operations plan and pumping program for the twelve (12) month period beginning on April 1<sup>st</sup>. ... The County through its Technical Group representatives shall review the Department's proposed plan of operations and provide comments to the Department within ten (10) days of receipt of the plan.

As of the time of the preparation of this agenda request (Wednesday, April 18), we have not received the proposed Annual Operations Plan from LADWP. The Water Department will distribute the proposed Annual Operations Plan to the Board and Water Commission when we receive it. The Water Commission will discuss the Plan at their Monday, April 23 meeting at the Water Department Conference Room in Independence at 6PM, and possibly provide a recommendation to the Board regarding the Plan.

Each year at the beginning of April, in preparation for evaluating the Plan, Water Department staff measures water levels in a number of shallow monitoring wells that we use as indicator wells to assess how water table levels have changed in each wellfield over the past year and where the water table is with respect to 1985-1987 baseline levels. These data, shown in Table 1, give an overall view of how the water table has changed throughout the valley. Summarizing Table 1, most indicator wells are a few to several feet below baseline, Bairs-Georges wellfield is an exception, being the exception, with water levels slightly above baseline. The water table generally declined in all wellfields except Taboose-Aberdeen and Thibaut-Sawmill. Note that we do not track indicator wells in Bishop, because pumping in Bishop is constrained by the Hillside Decree, nor in Lone Pine, because of the absence of discretionary pumping in that wellfield.

The runoff forecast for 2012-2013 for the Owens Valley is 65% of normal.

LADWP's pumping for the 2011-2012 runoff year was planned to be 91,000 acre-feet. Actual pumping was 91,728 acre-feet. Preliminary figures for the amounts planned and actually pumped in each wellfield are given below in Table 2. Note that a few hundred acre-feet of actual pumping of the

pumping done in Lone Pine was for Diaz Lake to offset an obligation the County incurred under the terms of the lease for that facility.

Table 1. Depth to water (DTW) from well reference point (RP) at indicator wells, March 29- April 2, 2012, all data in feet. Baseline is the average of 1985, 1986, and 1987 April DTW. Negative change from April 2011 to April 2012 indicates a declining water table; negative deviation from baseline indicates the water table is below baseline.

Wellfield and well identifier	DTW, April 2011	DTW, April 2012	Change from April 2011 to April 2012	Baseline DTW from RP	Deviation from Baseline, April 2012
Laws					
T107	32.48	32.70	-0.22	24.0	-8.7
T436	10.79	11.25	-0.46	8.1	-3.2
T438	11.87	12.64	-0.77	9.6	-3.0
T490	14.85	12.49	2.36	13.1	0.6
T492	33.37	34.17	-0.80	32.8	-1.4
Big Pine					
T425	17.58	18.61	-1.03	14.9	-3.7
T426	13.33	13.70	-0.37	11.6	-2.1
T469	22.94	23.28	-0.34	21.7	-1.6
T572	13.82	13.60	0.22	12.1	-1.5
Taboose-Aberdeen					
T417	31.62	31.12	0.50	27.0	-4.1
T418	9.72	8.93	0.79	8.2	-0.7
T419	7.88	7.47	0.41	6.6	-0.9
T421	35.53	36.28	-0.75	34.0	-2.3
T502	9.23	10.48	-1.25	7.5	-3.0
T504	11.39	11.15	0.24	10.8	-0.4
T505	23.29	22.82	0.47	18.6	-4.2
Thibaut-Sawmill					
T413	14.32	11.41	2.91	9.3	-2.1
T414	12.55	9.01	3.54	7.1	-1.9
T415	21.79	20.95	0.84	18.5	-2.5
T507	4.62	4.63	-0.01	4.7	0.1
Independence-Oak					
T406	3.36	2.03	1.33	1.6	-0.4
T407	9.81	11.93	-2.12	7.3	-4.6
T408	2.73	5.10	-2.37	3.1	-2.0
T409	4.27	8.78	-4.51	1.6	-7.2
T412	4.63	4.88	-0.25	3.6	-1.3
T453	7.75	4.65	3.10	5.5	0.9
T546	5.69	5.48	0.21	3.4	-2.1
Symmies-Shepherd					
T402	9.97	10.36	-0.39	8.0	-2.4
T403	7.23	7.32	-0.09	5.3	-2.0
T404	4.85	5.75	-0.90	3.6	-2.2
T447	35.75	38.72	-2.97	21.9	-16.8
T510	6.28	7.06	-0.78	5.0	-2.1
T511	6.35	7.40	-1.05	4.6	-2.8
Bairs-Georges					
T398	4.11	5.02	-0.91	6.4	1.4
T400	5.59	5.89	-0.30	6.3	0.4

Table 2. Planned and actual pumping for the recently ended 2011-2012 runoff year, by wellfield, in acre-feet. Planned pumping is as given in LADWP's revisions to the Annual Operations Plan, October 24, 2012.

Wellfield	2011-2012 pumping (AF)		Wellfield	2011-2012 pumping (AF)	
	Planned	Actual		Planned	Actual
Bishop	8400	10475	Independence-Oak	10990	9175
Laws	9950	10158	Symmes-Shepherd	6900	6935
Big Pine	28850	28654	Bairs-George	950	929
Taboose-Aberdeen	10000	10027	Lone Pine	960	1311
Thibaut-Sawmill	14000	14064	<b>TOTAL</b>	<b>91000</b>	<b>91728</b>

**ALTERNATIVES:**

**OTHER AGENCY INVOLVEMENT:** LADWP

**FINANCING:**

**APPROVALS**

COUNTY COUNSEL:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	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: 4/18/2012



15

COMMISSION MEMBERS  
DOUGLAS BROWN  
GARY GUNSOLLEY  
BRUCE IVY  
GARRETT MCMURTRIE  
JOE PECSI

INYO COUNTY  
FISH AND WILDLIFE COMMISSION  
407 WEST LINE STREET • BISHOP, CA 93514

REPLY TO:

Ychelle Tillemans  
2273 Brigadoon Ave.  
Bishop, CA 93514

April 9, 2012

Inyo County Board of Supervisors  
P. O. Drawer N  
Independence, CA 93514

Dear Board of Supervisors:

The Fish & Wildlife Commission had a meeting on February 16, 2012.

Dick Noles of the Bishop Lions Club asked for \$3,000 donation to build the next dock at Buckley Ponds. Joe Pecsí made a motion to give a \$3,000 donation to the Lions Club for the Buckley Ponds Project. Larry McIntosh 2<sup>nd</sup> the motion. Motion passed unanimously.

Cindy Kamler of the Eastern Sierra Wildlife Care asked for a \$3,000 donation to continue to care for injured animals. Joe Pecsí made a motion to give a \$3,000 donation to the ESWC. Gary Gunsolley 2<sup>nd</sup> the motion. Motion passed unanimously.

The approved minutes of February 16<sup>th</sup> are attached.

If you should have any questions, please feel free to contact me.

Thank you,

Ychelle Tillemans  
Secretary of the Fish & Wildlife Commission



**Eastern Sierra Wildlife Care**  
Post Office Box 368, Bishop, CA 93515-0368  
760-872-1487

January 21, 2011

To the Members of the Inyo Fish and Game Advisory Commission and the Inyo County Board of Supervisors,

Dear Friends:

Once again, we come to you requesting funds from the Fish and Wildlife Propagation Fund in support of the work of Eastern Sierra Wildlife Care.

In the past year, 469 animals came to us for help, including a 10-week-old badger, a juvenile aplodontia, 2 fawns, and 5 Golden Eagles. We were here for these animals—and many more—and for our community, for residents, visitors and public agencies that turn to us for help when they find an animal who needs help or with questions about living with wildlife.

We are asking you to approve the allocation of funds from the Fish and Wildlife Propagation Fund to help with the costs of animal care: food, care supplies, medicine and medical supplies, supplies for the maintenance of our facilities.

***FOR FISCAL YEAR 2011-2012:***

**EASTERN SIERRA WILDLIFE CARE REQUESTS FUNDING IN THE AMOUNT OF \$3,000  
from the Fish and Wildlife Propagation Fund, Inyo County.**

Your continued support means that Eastern Sierra Wildlife Care—in the face of constantly rising costs—*will* continue to be here for the animals and the people of our community who want to help them.

With gratitude and appreciation,

Cindy Kamler, Director

Attachments

# *Eastern Sierra Wildlife Care*

## ANNUAL UPDATE YEAR 2011

**REHABILITATION:** The number of wild birds and mammals brought to Eastern Sierra Wildlife Care has risen steadily to a total of nearly 5,000. Hands-on animal care is very labor-intensive requiring 24 work-hours/day at the center (over 3,000 hours) during the baby season alone. Administrative duties, raising money to pay for food, medicine and housing, and our education programs require many more work-hours each year.

The Board and staff continue to work toward the development of a sustainable organization—one that can survive well into the future. We have sought and found new funding sources that help us keep part-time administrative and animal care staff year-round. In turn, this accomplishes several goals: 1) reduces the work-load on Cindy Kamler, founder/director. (Her work week now averages about 50 hours per week and, most of the time, she has two days off a week!); 2) we have trained and experienced staff who, we hope, will stay with the organization as we move forward.

**Admissions:** In 2011, 469 patients were admitted; 80 bird species (several were seen for the first time), 13 mammal species and 5 reptile species. Reasons for admission include: struck by vehicle, flying into window, caught in barbed wire or fishing line, caught by cat or dog, fallen from nest, emaciation, poison (including 2 Golden Eagles suffering from lead poisoning), hit by rocks or shot illegally, and electrocution. Patients come from as far north as Walker, Bridgeport and Topaz, east to Fish Lake Valley and Deep Springs, and south to Death Valley and Olancho.

**Volunteers:** Our trained and committed volunteers rescue, pickup and transport our animal patients, provide direct animal care and help with education programs and fund-raising. They build new cages and repair and maintain the facilities. (Several volunteers have been with ESWC 13 years!) Forty volunteers made our Sixth Annual "Wild Spirits" a tremendous success, netting nearly \$14,000.

**Facility:** Last year we built a special cage for our young badger. We excavated an area 8x8 feet to a depth of 4 feet, lined the hole with hardware cloth, then replaced the dirt. A sturdy cage was then built around the area and lined partly with coroplast. This allowed the badger to practice her burrowing and tunneling skills and to practice hunting live prey. This cage can also house a wide variety of other mammals in the future. Funding is in place for 2012 to build new quarters for our Wildlife Ambassadors Razzle the Raven and Spirit the Red-tailed Hawk, animal-proof storage for seeds, grains, lay mash, etc., and a multi-purpose transition cage for both birds and mammals.

**EDUCATION:** Our educational outreach includes presentations, classes, mailings to community businesses, organizations and agencies, counseling people with wildlife problems, and much more.

**Presentations:** In 2011, our education presentations were up and we added some new places to our list. Wildlife Ambassador Razzle the Raven (often accompanied by snakes and desert tortoises) appeared at the Bernasconi Outdoor Education program, Wild Spirits, The Country Schoolhouse, Mammoth Elementary, the Bishop Paiute Reservation Head Start, Seventh Day Adventist School, Bishop Noon Rotary, Big Pine Reservation after-school program (over 40 kids and parents came), and more. Spirit the Red-tailed Hawk is still a beginner, but she did make an appearance (in conjunction with Eastern

Sierra Audubon) at Sierra Discovery Day. She was also at Wild Spirits and at the Big Pine reservation after school. She is currently booked for the Rotary in late February.

**Training Classes:** Our volunteer orientation and hands-on training for new animal care volunteers was well-attended and we give advanced training classes for active animal care volunteers (as required by CDFG).

**Wildlife Counseling:** About 220 “living with wildlife” calls were handled, involving such matters as a hummingbird nest in an inappropriate spot, bats roosting in an attic, re-locating a screech owl nest, an out-of-place young raccoon, and exclusion of rabbits from vegetable gardens.

**Community Service:** ESWC handles direct calls or referrals from Fish and Game, Inyo and Mono county sheriffs, Bishop and Mammoth police, CHP, Inyo and Mono animal services, USFS visitor centers, Mammoth Mountain, as well as veterinarians, feed and pet stores, resorts and pack stations, schools, businesses and organizations. An annual mailing provides them with information on rescue and rehabilitation and Federal and State law regarding wildlife.

**Outreach:** We are expanding our education efforts through a variety of outreach programs and activities. In partnership with Eastern Sierra Audubon and the City of Bishop, we are working to design and produce signage for the City Park that will inform visitors about wildlife that can be seen there, and to encourage the elimination of hazards to wildlife that may happen at the park. These include entanglement in fishing line and hooks, trash in the water, feeding of inappropriate/unhealthy food, rock throwing, and dogs off leash. In addition, along with ESAS, we are studying the problem of lead in the environment and its effect on wildlife and domestic animals, with the goal of reducing animal poisoning. We provided assistance last year in installation of a screech owl nest box, and hope to promote installation of nest boxes for barn owls as a highly effective and non-toxic means of rodent control. (Zack Ranch installed 21 nest boxes some years ago, with our help.)

**Internship Program:** During our busy baby season (12 hours a day, seven days a week, from May to September), we need to increase our help at the Center. We seek to provide high school graduates and college students the opportunity to work in a field related to their interests, obtain community service hours or, in some cases, scholarships. Some of our interns are seeking to change to an animal-related career. About 40% of our past interns are now working in animal-related fields or pursuing higher education in such fields. Most recently, salaries for this were funded by the Berger Foundation and we are currently seeking funding for this year's intern costs.

**Public Relations:** Through newspapers, radio and television, and our website, we spread the word about the work of ESWC, educate the public about the problems faced by wildlife, and promote appreciation of and respect for native wildlife and the environment.

**FUNDING:** Costs of rehabilitation and education efforts are met by donations from hundreds of individuals—locals, visitors and others—businesses, organizations and foundations. Grants from The H.N. and Frances C. Berger Foundation, The Branson Foundation, The Wendy P. McCaw Foundation, LADWP, The Rose Foundation and Thelma Doelger Foundation (as well as the Fish and Wildlife Propagation Fund) help us meet our budget needs.

Other monies are generated by ESWC fundraising activities such as our annual Wild Spirits celebration at Mountain Light Gallery, our Fly-Away cans, direct mail campaign, and other activities.

**ESTIMATED BUDGET  
2012**

**BALANCE ON HAND January 2012** \_\_\_\_\_ **\$59,000**

**INCOME**

Direct Fund-Raising (Events, Direct Mailing)	\$24,000
General Donations	13,000
Grants (incl. Mono Co. "Fine Fund")	50,000
Other, misc.	<u>1,000</u>
	<b>\$88,000</b>

**REIMBURSEMENT (for expenses)**

Fish and Wildlife Propagation Fund (Inyo County)	\$3,000
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**Total**

**\$91,000 Income**

*In-Kind Donations (estimated value) [\$3,000]*

**EXPENSES**

*Basic Animal Care*

• Food, Supplements, Medicine, Medical Supplies and equipment	\$10,500
• Care and maintenance supplies	3,000
• Rescue and Transport (materials and fuel)	1,000
• Other, misc.	<u>800</u>
	<b>\$15,300</b>

*Other Animal Care*

• Facilities Maintenance and Supplies	3,000
Facility Improvements (e.g., security fencing, front porch, new caging)	4,000
• Animal Care Staffing (part-time)	<u>38,600</u>
	<b>\$45,600</b>

*Other Expenses*

• Education Programs (handouts, gas)	\$ 2,800
• Volunteer Program (training, recognition)	500
• Grant & Fundraising Development	4,100
• Overhead (phone, utilities, taxes)	10,000
• Administrative salaries (part-time)	<u>10,700</u>
	<b>\$29,100</b>

**Total**

**\$89,000 Expenses**

## EXPLANATION OF ANIMAL CARE EXPENDITURE ITEMS

**Foods & Supplements:** Seeds (variety), mash, gravel, fruit, vegetables, eggs, meat, rodents, fish, mealworms, waxworms, crickets, earthworms; formulas: Exact, Nektar Plus and Nekton I, dry cat and dog food, eggs, canned baby meat; supplements: vitamins, yeast, calcium, spirulina.

**Medicine, Medical Supplies:** Antibiotic, anti-fungal and anti-parasitic, pain relief, topical and ophthalmic; bandaging materials, disinfectant, suture materials, syringes, needles, catheters for tubing, splinting material, Lactated Ringer's, Pedialyte, injectable vitamins

**Other Supplies:** Paper towels, tissue, bleach, detergents, sponges, scrub brushes, hoses and nozzles, rakes, storage containers, food and water dishes

**Rescue and Return (and Transfers):** Equipment for Rescue and Return Team. With the rising cost of gasoline, we reimburse volunteers for some of the costs of transfer and pickup of patients (round-trip mileage for some transfers can range from 400 to 900 miles).



*Golden Eagle diagnosed with lead poisoning, November 2011*

This eagle was rescued from an area between Warm Springs and Collins roads, not far from Highway 395. His mate was nearby, having recently brought the sick bird a rabbit. Despite initial care from ESWC and extensive efforts by Ojai Raptor Center veterinarians and staff, this beautiful bird died one week after admission.

## MISSION STATEMENT

*Eastern Sierra Wildlife Care (ESWC) is dedicated to helping native wildlife through rehabilitation of injured, ill and orphaned birds, mammals, and reptiles and through education programs that further public knowledge and appreciation of native wildlife.*

Injured, ill and orphaned wildlife are provided with appropriate care, food and housing with the goal of returning them to their natural, wild existence. Patients are admitted from as far north as Yosemite and Walker and from Death Valley and Olancho to the south. ESWC operates under permits from California Department of Fish and Game and the United States Fish and Wildlife Service. We are the only permitted wildlife rehabilitation facility for over 200 miles in any direction. Eastern Sierra Wildlife Care is a federal and state tax-exempt, charitable 501(c)3 organization.



*Release of Red-tailed Hawk, November 2011*

This juvenile hawk was rescued by ESWC from the side of Highway 395. It had been hit by a vehicle and suffered severe concussion. After nearly six weeks of care and treatment, the young bird was released back into its home territory, well away from the highway.

## **FISH AND WILDLIFE COMMISSION MINUTES**

The Fish and Wildlife Commission met on Thursday, February 16, 2012, in the Fish and Game conference room.

### **Pledge of Allegiance**

### **Call to Order:**

Bruce Ivey called the meeting to order at 3:01 pm

### **Roll Call**

### **Members Present:**

Bruce Ivey	Joe Peci	Gary Gunsolley
Larry McIntosh	Doug Brown	Marty Fortney

### **Members Absent:**

Garrett McMurtrie	Rick Pucci
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### **Others Present:**

Ychelle Tillemans

### **Financial Report**

**\$9,934.00**

### **Approval of Minutes**

Minutes not approved.

### **Public Comment**

Gaye Mueller provided information along with charts regarding Mono/Inyo County stalking, IAG, along with Conway Ranch Annual Report. Conway ranch in in need of a new pipeline to bring water year round. Last bid came in at 89,000, at present they have \$60,000.

Significant about of friction between Mono Board and John Fredrickson regarding the Cal Trans Grant of \$200,000.

Possibility of installing "tomato bins" at Conway Ranch to raise eggs.

Gaye will update at next meeting.

**New Business:**

Joe Pecsí attended the Upland Game bird advisory

1<sup>st</sup>: There are too many goals for 2012/13 all relating to habit and species; with no way to follow up.

2<sup>nd</sup>: Stamp monies there is no accountability of the types of game or the numbers

Conclusion: Develop a process either through the automated license system or online to purchase an upland stamp which will prompt you to do a survey prior to purchasing a stamp.

It would give us an idea of how many of each species of bird is taken.

Al Taucher preservation objective is prompt hunting and fishing through out the state. Youth and family in the outdoors to have "master calendar" with all other agencies online.

Rush Creek changes for opening up for fishing opportunities, Sunken; Richards; & Stafford said they were not familiar on any proposals. Joe has the letter that was sent and Joe will follow up.

Senate bill 505 has been withdrawn. It will be reintroduced June 20, 2012.

Al Taucher committee fully supported the language to remove F&G wardens out of unit 7 and start their own bargaining unit.

Big Game Advisory Committee was the third day.

Deer	Multiple Data Source Approach to Monitoring and Management of Mule Deer: application in Deer Zones X9a and X9b - review of current and evaluation of emerging methodologies for estimating deer populations	update proposal if needed, will be considered in 12/13 pot
Bear	Estimating population size and density of urban black bears using noninvasive genetic sampling in Mono County	update proposal, will be considered for 12/13 - need to see if our lab can do work internally [he is currently planning on using PR this year]
Deer	Pilot investigation of deer herd boundaries in southern Sierra Nevada Mountains (D8)	
Deer	San Joaquin Deer Herd/Upper San Joaquin Telemetry study	develop full proposal
Deer	Pilot investigation of deer herd boundaries in southern Sierra Nevada Mountains (D8)	
Elk	Owens Valley Elk movement, Bishop - Lone Pine	
Bighorn	White Mountains Bighorn Sheep Disease Monitoring and Population Status	update proposal, will be considered for 12/13

No air surveys this year.

A lot of money is being collected for Pig Hunting, where is the pig money going? General fund?

Next Al Taucher March is 6<sup>th</sup>. Bruce Ivey will attend.

## **Funding for Buckley Ponds**

Dick Noles organized the Buckley Ponds clean-up project and provided photos from start to finish. LADWP committed themselves to make this happen. They made arrangements, drained 1 & 3, removed fish, burned pond. Doug Brown along with others removed over 1/3 of debris. About 1/2 way through the project, Dick Noles saw the need for a dock. Dick started asking originations for donations, Lions donated \$500, \$1000 SCE CWA \$500  
Asked for \$3,000 donation to build the next dock.

Joe Peci made a motion to give a \$3,000 donation to the Lions Club for the Buckley Ponds Project. Larry McIntosh 2<sup>nd</sup> the motion. Motion passed unanimously.

HSUS involvement isn't going to affect the Fish and Game Commission promoting hunting and fishing in the State of California.

Cindy Kamler representing the Eastern Sierra Wildlife Care asks for a donation of \$3,000, for food, medicines and care supplies to continue to treat and care for injured wildlife and return to the wild. Last year the intake of injured wildlife was up by 100 animals, including Raptors.

Joe Peci made a motion to give a \$3,000 donation to the ESWC.

Gary Gunsolley 2<sup>nd</sup> the motion. Motion passed unanimously.

Joe Peci addressed Cindy regarding the articles in the Register stating that there was misinformation, i.e.; eagle died from lead poisoning from eating rabbits that had been shot, which was a negative impact on hunters. Cindy explained that the articles were just to report on the eagle dying and did not mean to imply that hunters were responsible, but that it did die from the symptoms of lead poisoning. She apologized if it offended the commission and will do more research for future articles.

It was said that ESWC provides a great service to the community and it is appreciated.

Discussion took place and throughout California studies have been done and most lead that is ingested are tire weights, sinkers, bottle caps, anything that is shiny and the bird thinks it is bone, eating it for calcium.

Fish and Game Wardens report:

Wild Justice Shows filmed in Inyo & Mono counties: Crowley lakes last fishing opener. This show will view on March 11, 2012. Should have some good publicity for the County.

Case load increased almost 100 cases from last year.

Courts in Inyo County fully support F&G.

New warden, William Witzel in Bridgeport area.

September 13-16 the SW Chapter will have a Fly Fishing Fair in Mammoth.

## **Next Meeting:**

Thursday, March 15, 2012 at 3:00 p.m.

**Meeting Adjourned: 5:00 p.m.**



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 17-18-19  
 20-21-22  
 23-24

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

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: April 24, 2012**

**SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION**

**DEPARTMENTAL RECOMMENDATION:**

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(b)]. – Significant Exposure to Litigation (one case).**

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(c)]. - Decision Whether to Initiate Litigation (one case)**

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.**

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion**

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.**

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.**

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.**

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits Title: IHSS - Negotiators: Health and Human Services Director Jean Turner, Labor Relations Administrator Sue Dishion, Employer of Record Anne Parkinson Noda and Bill May**

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.**

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>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.)</b>   Approved: _____ Date <u>4.18.12</u>
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**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

 Date: 4.18.12