

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.

May 1, 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)
3. **INTRODUCTION** - Ms. Jodi Benson, a new Social Worker in the Health and Human Services Department will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

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

HEALTH AND HUMAN SERVICES

5. **Social Services** – Request Board approve Amendment No. 1 to the Contract between the County of Inyo and Life Remedies and Celebrations of In-Home Supportive Services (IHSS) Employer of Record Services, extending the term of the Contract from an ending date of June 30, 2012 to June 30, 2014 at a reduced annual amount of \$80,000, and increasing the Contract by \$180,000 for a total amount not to exceed \$443,941, contingent upon the Board's adoption of future budgets and the possibility of early termination contingent upon the State's implementation of the re-structuring of the IHSS Program; and authorize the Chairperson to sign.

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

6. **ROAD DEPARTMENT** – Request authorization to purchase 2 CARB Compliant Diesel Dump Trucks, a 2002 Volvo and a 2007 Sterling, and approve the purchase orders to Big Truck & Equipment Sales in an amount not to exceed \$71,325.11, including sales tax, delivery and document fees, and LKO-Acme Truck Parts and Equipment in an amount not to exceed \$64,676.89 including sales, tax, delivery and document fees.

7. **PLANNING** – Request Board receive an update regarding the Desert Renewable Energy Conservation Plan and authorize the Chairperson to sign correspondence in regards thereto.
8. **WATER** – Request Board consider the attached Draft Agenda for the upcoming Standing Committee meeting to be held in Los Angeles on May 4, 2012, and provide direction to the County's Standing Committee representatives.
9. **COUNTY ADMINISTRATOR – Personnel** – Request Board A) approve the revised job description for the position of Deputy Director of Public Works and set the new salary as Range 88 (\$6,370 – \$7,740) and B) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the position comes from the General Fund and, possibly, certain Non-General Fund departments depending on job responsibilities and associated budget allocations as certified by the County Administrator and concurred with by the Auditor-Controller; (b) the position could possibly be filled by internal candidates meeting the qualifications for the position, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and C) approve the hiring of one Deputy Director of Public Works at Range 88 (\$6,370 - \$7,740).
10. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board amend the FY 2011-12 County Budget as follows: A) increase estimated revenue in Solid Waste Budget Unit 045700, Operating Transfers In (*Revenue Code #4998*) by \$200,000; B) increase appropriations in General Revenues & Expenditures Budget Unit 011900, Operating Transfers Out (*Object Code #5801*) by \$200,000; and C) decrease appropriations in Contingencies – General Budget Unit 087100 by \$200,000. (*4/5's vote required.*)
11. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of A) April 10, 2012; and B) April 17, 2012.

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

- 11:00 a.m. 12. **COUNTY COUNSEL** – County Counsel will conduct a workshop with the Board on the Ralph M. Brown Act regarding local agency decisions, conducting open and closed meetings, etc.

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

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

13. **PUBLIC COMMENT**

CLOSED SESSION

14. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(a) – B3 Partners, LLC, an Oregon limited liability company v. the County of Inyo, the Inyo County Board of Supervisors, et al., Inyo County Superior Court Case No. SICV CV 1253471.**
15. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(c) – Decision whether to initiate litigation (one case).**
16. **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.**
17. **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.**

18. **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.
19. **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.
20. **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.
21. **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

22. **PUBLIC WORKS** – Agenda for the May 7, 2012, Northern Inyo Airport Advisory Committee Meeting.

DRAFT AGENDA

INYO COUNTY/LOS ANGELES STANDING COMMITTEE

1:00 p.m.
May 4, 2012

Board Room 1555-H, John Ferraro Building
111 North Hope Street
Los Angeles, California

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

1. **Action Item:** Approval of documentation of actions from February 24, 2012 meeting.
2. Lower Owens River Project
 - a. Consultation with California Department of Fish and Game regarding agenda item 2b
 - b. **Action Item:** Setting Seasonal Habitat Flow - Consideration of Technical Group recommendation regarding setting the seasonal habitat flow.
 - c. Consultation with California Department of Fish and Game regarding agenda item 2d
 - d. **Action Item:** Establishment of Dry Year Blackrock Management Plan - Consideration of Technical Group recommendation regarding the Blackrock Waterfowl Management Area flooded acreage
3. Report on status of evaluation of vegetation parcel Blackrock 94.
4. Report on status of Green Book revisions.
 - a. Facilitator Status
 - b. Ecological Society of America participation
 - c. Vegetation monitoring task
 - d. New well installation task
 - e. New or improved operational triggers for pumping wells task
 - f. Schedule
5. Runoff and operations update.
6. Report on Owens Lake Groundwater Evaluation Project.
7. Report on status on Water Agreement land releases
8. Report on status of Technical Group evaluation of E/M project water use and water supply.
9. Public Comment.
10. Confirm schedule for future Standing Committee meetings.
11. Adjourn.

Standing Committee meeting protocols (Adopted May 11, 2011)

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.

The LTWA further provides that:

Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
7

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 1, 2012

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 5

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: May 1, 2012

SUBJECT: Contract Amendment Number One (1) for Life Remedies and Celebrations

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment One (1) to the contract with Life Remedies and Celebrations for an extension of In-Home Supportive Services (IHSS) Employer of Record services, for a reduced annual amount of \$80,000 totaling a maximum of \$160,000 for two years, for a total contract amount not to exceed \$443,941, and extend the term up to two years from June 30, 2012 to June 30, 2014 contingent upon the adoption of future budgets, with the possible termination during that time contingent upon the State's implementation of the re-structuring of the IHSS program, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The IHSS program is required by California law to have an "Employer of Record" for bargaining purposes for IHSS providers of in-home services to clients. These providers are hired by the clients; County Social Workers authorize the number of hours a provider may work based on an individual client's need. A registry of potential providers and the management of training and bargaining issues are managed by our contractor, Life Remedies and Celebrations (LRC). Originally, LRC was chosen as the successful respondent to a Request for Proposals to provide IHSS Employer of Record services for three years, ending June 30, 2012. This contractor has demonstrated the type of experience needed to provide excellent service on behalf of Inyo County. Given the State's plan to bring the entire IHSS program into managed care and eliminate the need for local Employers of Record (after the State takes over that function) within the next 12-24 months, HHS is requesting to simply extend the existing contract for no more than two years, reducing the annual contract amount from \$94,000 to \$80,000 to reflect reductions in the program's allocation. This would acknowledge the State's plan to re-structure IHSS in the next two years within a managed care context and avoids the staff work of possibly having to develop a new experienced contractor with whom services may be needed for only 12-24 months. This proposed contract extension also would allow the existing, knowledgeable contractor to work with County staff to ensure a smooth transition of the program to the State, and would eliminate possible additional transitions (to a potential new Employer of Record) for clients and providers.

ALTERNATIVES:

Your Board could require staff to produce a new Request for Proposals select an Employer of Record contractor for a period of 12-24 months before those services are terminated.

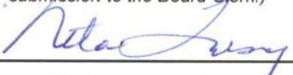
OTHER AGENCY INVOLVEMENT:

State of California, United Domestic Workers

FINANCING:

Federal, State funds and County Social Services Realignment in an amount of \$18,841.00 annually. This contract would be budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>3/29/2012</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>Yes</u> Date: <u>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: <u>✓</u> Date: <u>4/5/12</u>
BUDGET OFFICER: N/A	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4-20-12

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Life Remedies & Celebrations, of Corning, CA
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated April 14, 2009, on County of Inyo Standard
Contract No. 116, for the term from July 1, 2009 to June 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:

Section 2 (Term) of the contract is replaced with the following:

The term of this Agreement shall be from July 1, 2009 to June 30, 2014 unless sooner terminated as provided below.

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

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$443,941 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

Attachment A (Scope of Work) shall be amended to include Cooperation

Contractor will coordinate with the County staff to develop and implement a smooth transition for clients and providers around any changes to the program resulting from the State's re-structuring of the IHSS program.

Attachment B (Schedule of Fees) shall be amended to read as follows:

The total cost of services stated in Attachment A for the contract period of July 1, 2009 to June 30, 2014 shall be \$443,941. The annual amounts are as follows: FY 2009/2010 = \$94,647; FY 2010/2011 = \$94,647; FY 2011/2012 = \$94,647; FY 2012/2013 = \$80,000; FY 2013/2014 = \$80,000

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Life Remedies and Celebrations
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Rochelle Anne Parkinson
Signature

Rochelle Anne Parkinson
Type or Print

Dated: 3-13-2012

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14th day of APRIL, 2009 an order was duly made and entered as follows:

HHS-Soc. Serv./ In-Home Support Services Employer of Record Contract Moved by Supervisor Fortney and seconded by Supervisor Cash to approve the Contract between the County of Inyo and Life Remedies and Celebrations, a nonprofit entity, to provide mandated Employer of Record services to In-Home Supportive Services providers, for the period of July 1, 2009 through June 30, 2012, in an amount not to exceed \$283,941, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign. Motion carried unanimously.

LRC
Marilyn
Fiscal
File

WITNESS my hand and the seal of said Board this 14th

Day of APRIL 2009



Patricia Gunsolley
Patricia Gunsolley, Assistant

By:

Routing
CC _____
Purchasing _____
Personnel _____
Auditor _____
CAO _____
Other HHS _____
DATE: April 20, 2009



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
5

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

FROM: HEALTH & HUMAN SERVICES, Social Services

FOR THE BOARD MEETING OF: April 14, 2009

SUBJECT: Approval of Contract to Provider Employer of Record Services in the IHSS Program

DEPARTMENTAL RECOMMENDATION:

Request your Board approve a contract with Life Remedies and Celebrations, a nonprofit entity, in an amount not to exceed \$283,941 to provide mandated Employer of Record services to providers of In-Home Supportive Services for the period July 1, 2009-June 30, 2012, contingent upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Per the California Welfare and Institutions Code (WIC) Sections 12300 *et seq.*, a non-profit consortium may provide the Employer of Record services for providers of services to recipients of In-Home Supportive Services (IHSS). The non-profit consortium model for this service has been used in Inyo County since the onset of the legislative requirement for Employer of Record services. The WIC Sections allow for counties to provide multi-year contracts of up to three years for the service. Since our current contract period expires June 30, 2009, a recent Request for Proposals (RFP) was distributed both locally and statewide. Of the two respondents to the RFP, Life Remedies and Celebrations (LRC) received the highest score from the panel of readers/scorers of the proposals. LRC has been the locally-based provider of IHSS Employer of Record services most recently and has provided excellent Employer of Record services to Inyo County.

ALTERNATIVES:

Failure to approve this contract could result in a delay in securing services beyond June 30, resulting in delayed labor negotiations with the IHSS providers union and a lack of support for IHSS providers of services.

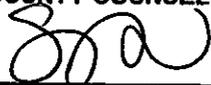
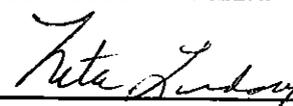
OTHER AGENCY INVOLVEMENT:

California Department of Social Services

FINANCING:

The County's share of cost is approximately 20%, paid out of Social Services realignment, to draw down the State funds for Employer of Record services. There are no County General Funds in this program.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>3/23/09</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>3/26/09</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>See PL</u> Date: <u>3/30/09</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3-31-09

**AGREEMENT BETWEEN COUNTY OF INYO
AND Life Remedies and Celebrations FOR THE PROVISION OF
IHSS Employer of Record SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the IHSS Employer of Record services of Life Remedies and Celebrations of Corning, CA 96021 (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jean Turner Dickinson, whose title is: Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2009 to June 30, 2012 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

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

thousand nine hundred forty one Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

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

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

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

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

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

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

1. General Liability (including operations, products and completed operations as applicable): \$ 1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$ 300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$ 500,000.00 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$ N/A per occurrence.

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

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these

records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during

the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

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

Contractor:

Life Remedies and Celebrations Name

P.O. Box 125 Street

Corning, CA 96021 City and State

26. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Life Remedies and Celebrations FOR THE PROVISION OF
IHSS Employer of Records SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 14th DAY OF April, 2009.

COUNTY OF INYO

By: Beverly A. Brown

Dated: 4-14-09

CONTRACTOR

By: Rochelle A. Parkinson
Signature

Rochelle A. Parkinson
Print or Type Name

Dated: March 14, 2009

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Life Remedies and Celebrations FOR THE PROVISION OF
IHSS Employer of Records SERVICES**

TERM:

FROM: 7/1/2009

TO: 6/30/2012

SCOPE OF WORK:

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home Supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigation of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS shall be referred to recipients.
- Training for providers and recipients.
- Ensure that the requirements of all relevant laws and regulations are met.

More specifically, the Contractor will provide the following:

Labor Negotiations

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.

5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

Administrative Rate

Contractor shall develop an administrative rate for approval by the Inyo County Board of Supervisors, and shall facilitate State approval of any rate changes by attending and negotiating at administrative rate meetings in Sacramento, California.

Registry

Contractor shall receive and maintain the existing registry in collaboration with the HHS Department. Contractor may contract with a local nonprofit corporation or other entity to provide the registry service. Contractor shall:

1. Maintain an automated registry.
2. Prepare any agreements with partners.
3. Prepare a cost analysis and budget for any subcontractor maintaining the registry.

Training

Contractor will provide both consumer and provider training. Contractor will work collaboratively with the HHS Department in developing curriculum that will address quality of services to consumer and assistance to the consumer in supervising the provider.

Coordination with the County of Inyo

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS managers, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits or policy will be authorized by the CAO before being presented by the Contractor.
3. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits, or policy strategy negotiations, and any proposed policy changes.

Reports

Contractor will provide and maintain a continuing database of the IHSS services provided pursuant to law and regulation. Contractor will submit quarterly and/or annual reports, which will include, but not be limited to:

1. Total clients serviced
2. Number of providers per client
3. Provider hours
4. Number of providers on registry
5. Cost of services per client
6. Wages and benefits paid to providers
7. Total cost to the County for services
8. Number of providers trained
9. Complaint log, and problem resolution actions
10. Annual nonprofit itemized budget
11. A list of quarterly expenditures itemized to budget line item (with year to date column)
12. An annual certificate of insurance naming the County of Inyo as an additional insured, and proof of IRS nonprofit status.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Life Remedies and Celebrations FOR THE PROVISION OF
IHSS Employer of Records SERVICES**

TERM:

FROM: 7/1/2009 TO: 6/30/2012

SCHEDULE OF FEES:

The total cost of services stated in Attachment A for the contract period of July 1, 2009 to June 30, 2012 shall be \$283,941.00. The annual amounts are as follows:

FY 2009/2010 = \$94,647.00

FY 2010/2011 = \$94,647.00

FY 2011/2012 = \$94,647.00



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

6

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: May 1, 2012

SUBJECT: Purchase of 2 CARB Compliant Diesel Dump Trucks

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the Purchase of 2 CARB Compliant Diesel Dump Trucks, a 2002 Volvo and a 2007 Sterling
2. Approve 1 Purchase Order to Big Truck & Equipment Sales, in the amount of \$71,325.11, which includes sales tax, delivery and document fees.
3. Approve 1 Purchase Order to LKQ-Acme Truck Parts & Equipment, in the amount of \$64,676.89, which includes sales tax, delivery, document fees. This vendor has also included a \$15 dollar license plate fee in their quote.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting to purchase one (1) 2002 Volvo Diesel Dump Truck and one (1) 2007 Sterling Diesel Dump Truck to be used for hauling asphalt and aggregate materials. These trucks would be used in the hauling of material for Prop 1B projects as well as routine maintenance projects as needed. Dump trucks were not initially identified as equipment to be purchased during this fiscal year, but have subsequently been added to the budget. When budgeted, these trucks were not funded with of Prop 1B funds, however, other equipment was. We prefer to utilize Prop 1B funds for the purchase of these trucks. Purchasing trucks has become a higher priority as older, low-mileage trucks are over the low hour threshold established by CARB regulations for on road diesel trucks and cannot be used until next year. These trucks will be used to complete planned Prop 1B projects, as well as normal maintenance projects. In order to utilize Prop 1B Funding for equipment purchases, the equipment must be used on the Prop 1B projects.

Neither of these trucks is CARB compliant, but both vendors have agreed to install diesel particulate filters, DPF units, on the trucks before we take delivery. Both vendors have included the cost of the retrofit in the purchase price of the vehicles. The attached documents show the breakdown in price. Because both trucks are used, the bid process for new equipment was not used. Given the economic climate and current CARB regulations, it is very difficult to find used, CARB compliant dump trucks for sale. The Road Department is fortunate to find two vendors that were willing and able to retrofit the trucks as part of the sale.

ALTERNATIVES:

1. The Board could decide not to approve this request. This is not recommended, as the Road Department still has a number of Prop 1B projects to complete, as well as routine maintenance to do.
2. The Board could decide not to purchase any trucks at this time. This is not recommended, as the Road Department needs trucks to haul material. Funding for this purchase is allocated from the 2009/2010 Prop 1B. These funds need to be expended by June, 2013. There are no other Prop 1B monies on the horizon after this date. The Road Department would like to take advantage of this opportunity while it exists.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are sufficient funds available in the 2011/2012 Road Equipment budget (034600-5650) and Prop. 1B funds will be transferred in from State Funded Roads as originally budgeted.

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><i>Riddle</i></u>	Date <u>4-25-12</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><i>Nata Rusey</i></u>	Date <u>4/26/12</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)

Lyn M. Hancock Date: 4-26-2012

Quote



Big Truck & Equipment Sales, LLC
 13804 Shoemaker Ave, Norwalk, Ca 90650
 Phone 562-926-5015 Fax 562-926-5049
 www.bigtruckequipment.com

INVOICE # 12324
 DATE: APRIL 23, 2012

TO Inyo County

SHIP Inyo County
 TO

SALESPERSON	PO NUMBER	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Case Bor	TBD				Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		2002 Volvo VHD64B 16' Dump Truck Vin #4V5KC9UH02N315309 Retrofit includes Diesel Particulate Filter *See attached specs	\$49,500.00 \$18,140.00		\$67,640.00
1		Document Fee	\$55.00		\$55.00
1		Delivery To Inyo County	\$500.00		\$500.00
1		Discount	-\$2000.00		-\$2,000.00
		UNIT IS SOLD AS-IS			
			TOTAL DISCOUNT		
				SUBTOTAL	\$66,195.00
				SALES TAX	\$5,130.11
				TOTAL	\$71,325.11

Make all checks payable to Big Truck & Equipment Sales. Thank you for your business!

2002 Volvo VHD64B 16' Dump Truck



Big Truck & Equipment Sales

13804 Shoemaker Avenue

Norwalk, CA 90650

(562)-926-5015

www.bigtruckequipment.com

Cummins 425HP, 13 Speed, 16' Dump Truck, Full Lockers

2002 Volvo VHD64B, Cummins ISM 425HP, Eaton Fuller 13 Speed, Engine Brake, A/C, Air Brakes, Trailer Air Brakes, 16' Dump Bed, Air Tailgate, Ditch Gate, Smooth Dump Floor, Dual Fuel Tanks, Full Lockers, Air Ride Seat, 40K Rears, 20K Fronts, 60,000 GVW, 170500 Miles.

OK To Register In California, Subject To CARB Regulations.

GENERAL INFORMATION

Price \$49,500.00*
 Color White
 Stock Number 2824
 Miles/Hours 170500
 Duty Heavy
 Class Class 8 (GVW 33,001 lbs or more)
 Cab Style Standard Cab
 CDL Required YES
 GVWR 60000
 Air Conditioning YES

ENGINE & DRIVETRAIN

Engine Make CUMMINS
 Engine Model ISM
 Engine Brake YES
 Horsepower 425
 Displacement 0 cc
 Fuel Type DIESEL
 Transmission EATON 13 SPEED

OPERATIONAL

Brakes AIR
 Front Axle 20,000LBS
 Rear Axle 40,000LBS
 Number of Rear Axles 2

Customer Date Price \$

Salesperson Signature 

Comments

Legal Notice: Manufacturer Name, Logo and Model Information are Registered Trademarks of the Manufacturer. Specifications and other information are subject to change without notice. No representation of accuracy is made. Image is believed to be in the public domain or used with permission.

Bob Brown

From: Robert Brown <bobandsusie_1@msn.com>
Sent: Tuesday, April 24, 2012 6:52 AM
To: Bob Brown
Subject: FW: 2007 Sterling Dump truck-Stock #A12C0214
Attachments: 49999 009.jpg; 49999 001.jpg; 49999 002.jpg; 49999 003.jpg; 49999 004.jpg; 49999 005.jpg; 49999 006.jpg; 49999 007.jpg; 49999 008.jpg

From: mjgrutman@LKQCORP.com
To: bobandsusie_1@msn.com
Date: Mon, 23 Apr 2012 16:53:16 -0600
Subject: 2007 Sterling Dump truck-Stock #A12C0214

Bob, hopefully this truck will still be available when you get the OK.
Sterling 3 axle Dump truck-

Stock #A12C0214-	\$49,750.00		
Doc Fee	- \$	55.00	
Sub Total	- \$	49,805.00	
7.75% Sales tax	- \$	3,859.89	
DMV-E Plate	- \$	15.00	
		TOTAL	-\$53,679.89

Additional for DPF Retrofit installation - \$10,997.00

TOTAL W/RETROFIT -\$64,676.89

Bob-Please call me when they OK the truck, and I will put it on hold a day or 2 until you get me a PO.
Thanks Again,
Mike



Michael J. Grutman | Marketing Manager
Toll Free 800.545.2263 Main 209.466.7021
Email: MJGrutman@lkqcorp.com Fax:209.946.4617
www.AcmeEquip.com * www.LKQheavydutytruck.com
2546 French Camp/Turnpike Road
Stockton, CA 95206

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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 1, 2012

SUBJECT: Desert Renewable Energy Conservation Plan

DEPARTMENTAL RECOMMENDATION: Receive an update regarding the Desert Renewable Energy Conservation Plan and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: The Desert Renewable Energy Conservation Plan (DRECP) is being developed for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. A Renewable Energy Action Team (REAT) was formed consisting of the California Natural Resources Agency, California Energy Commission (CEC), California Department of Fish and Game (CDFG), Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service (USFWS) in part to coordinate the DRECP. Other involved State and federal agencies include the California Public Utilities Commission, California Independent System Operator, National Parks Service, and the Department of Defense.

Local governments, including the County of Inyo, were invited to participate on the DRECP Stakeholder Committee with the REAT agencies. In addition to the REAT and other agencies discussed previously, those participating on the Committee include the counties of Kern, San Bernardino, Los Angeles, Imperial, and Riverside, a variety of non-governmental organizations, utilities, renewable energy developers, Native American organizations, and off-highway vehicle associations.

The DRECP is to be a Habitat Conservation Plan under the Federal Endangered Species Act and a Natural Communities Conservation Plan (NCCP) under the California Natural Community Conservation Planning Act. The BLM, in compliance with the Federal Land Policy and Management Act, will consider the DRECP for possible amendments to the California Desert Conservation Area Plan. If the County chooses to participate in the DRECP, it may issue permits under the NCCP.

Staff has briefed the Board previously on several occasions regarding the DRECP, last in December.¹ Since that briefing, staff has participated in numerous discussions with DRECP staff and the stakeholders. Of particular note, public lands are being considered for mitigation, including Wilderness. A baseline biology report was also completed in March, biological goals and objectives are being developed, transmission planning has proceeded, and most recently, a preliminary set of development scenarios (Attached) was released.

¹ Refer to <http://www.drecp.org/> for more information regarding the Plan and <http://inyoplanning.org/RenewableNewPage.htm> for previous correspondence and other materials published by the County regarding the DRECP.

Preliminary Development Scenarios

The preliminary development scenarios identify "development focus areas" and are intended to provide a broad range of options for discussion to guide alternatives development. Staff provided input into scenario development, including information from the rescinded Renewable Energy General Plan Amendment (REGPA). Although the focus areas ultimately identified appear to be driven more by outside input than the County's, staff believes that they provide a relatively balanced approach, and they do cover many of the areas identified in the REGPA. Accordingly, staff has prepared draft correspondence to the DRECP with input into the development focus areas for the Board's consideration.

Next Steps

A draft Plan and joint Environmental Impact Report/Environmental Impact Statement are planned for later this year, with final adoption scheduled in 2013. DRECP representatives have expressed intentions of briefing the Board and conducting community outreach in Inyo County in the near future.

OTHER AGENCY INVOLVEMENT: Governor Brown, CEC, USFWS, CDFG, BLM, counties of Kern, Los Angeles, Imperial, Riverside, and San Bernardino, and other affected agencies and stakeholders.

ALTERNATIVES: The Board may consider (1) not providing input into the preliminary development scenarios or (2) direct changes to the correspondence.

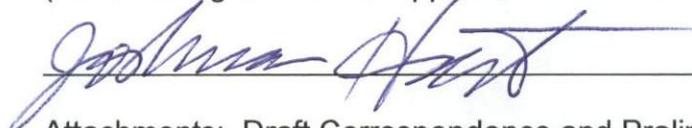
FINANCING: General funds are utilized to monitor State and federal planning efforts.

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: 4/24/12

Attachments: Draft Correspondence and Preliminary DRECP Development Scenarios

May 1, 2012

California Energy Commission
Dockets Office, MS-4
Docket No. 09-RENEW EO-01
1516 Ninth Street
Sacramento, CA 95814-5512

**Re: Preliminary Development Scenarios for the Desert Renewable Energy Conservation Plan
Docket No. 09-RENEW EO-01**

To Whom It May Concern:

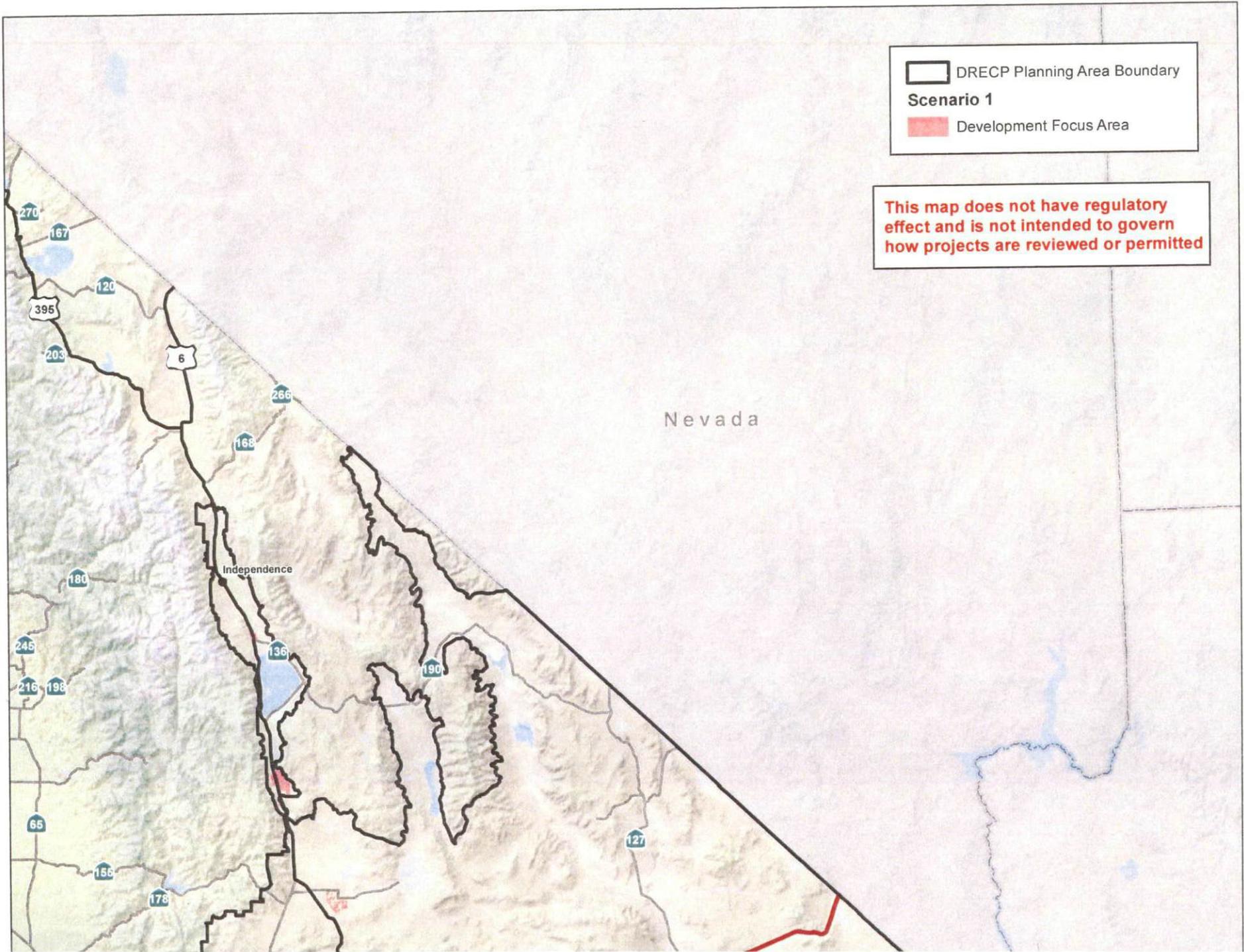
On behalf of the Inyo County Board of Supervisors, thank you for the continued opportunity to participate in development of the Desert Renewable Energy Conservation Plan (DRECP). Inyo County has a long history of providing renewable energy generation for California and the nation, and we are proud that our County possesses the resources necessary for future renewable energy production. The Inyo County Board of Supervisors has consistently expressed its support of appropriate renewable energy development, and we hope that Inyo County will be able to participate in DRECP implementation.

We have reviewed the preliminary development scenarios prepared by the DRECP for Inyo County, and are pleased that consideration is being given to a range of potential development here. As you may be aware, the County undertook and comprehensive planning effort to identify areas where renewable wind and solar energy development might be appropriate, based on site-specific studies, and the preliminary development scenarios identify areas similar to many of those that we considered. Noteworthy from our planning effort, we encourage the DRECP to consider potential aesthetic impacts east of Highway 395 north of Owens Lake. Also, although hydrological issues are present County-wide, we believe that they are especially acute in the vicinity of Death Valley junction.

As previously indicated, we have concerns about the DRECP's inconsistencies with the County General Plan and other County policies, including the potential loss of lands for biology-related mitigation; impacts to public services, utilities, and infrastructure; demand for housing; impeded recreational access; and, socioeconomics. We are reassured that the DRECP is considering providing mitigation for renewable energy development on public lands, since less than two percent of our County remains in private ownership, and we look forward to this evolving discussion, including approaches to restore degraded public lands classified as Wilderness. However, we remain deeply concerned about the potential direct economic impacts from renewable energy development on County services, programs, and infrastructure. We hope that these issues can be resolved through our ongoing coordination, and encourage DRECP staff to maintain contact with County staff to work on addressing our concerns.

Thank you again for the continuing opportunity to participate in development of the DRECP. If you have any questions, please contact County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or by email at kcarunchio@inyocounty.us.

cc: Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Governor Brown
Secretary Salazar, DOI
Bob Abbey, BLM
Dan Ashe, USFWS
Ren Lohefener, USFWS
Gerald Hillier, Quadstate
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties

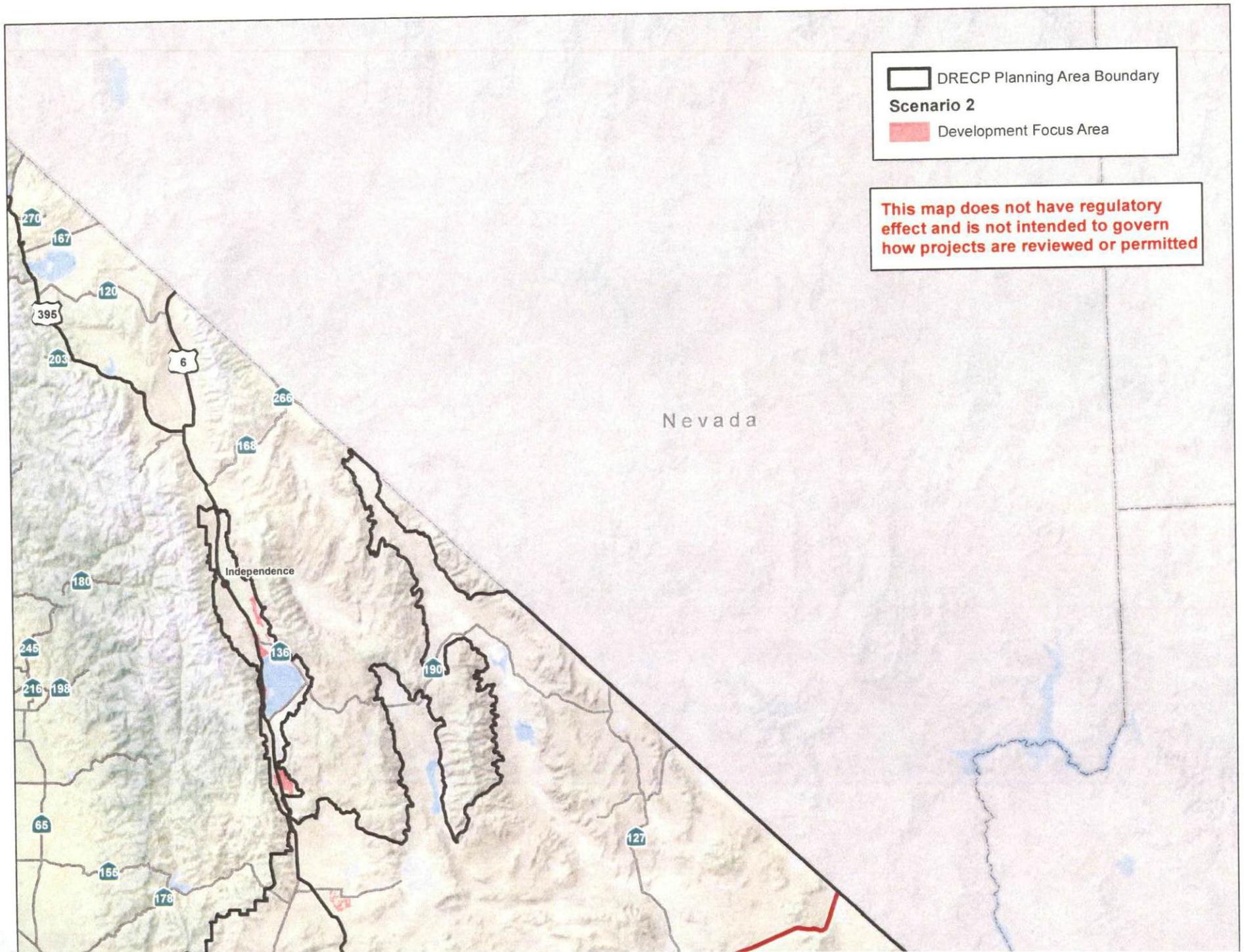


 DRECP Planning Area Boundary

Scenario 1

 Development Focus Area

This map does not have regulatory effect and is not intended to govern how projects are reviewed or permitted



 DRECP Planning Area Boundary

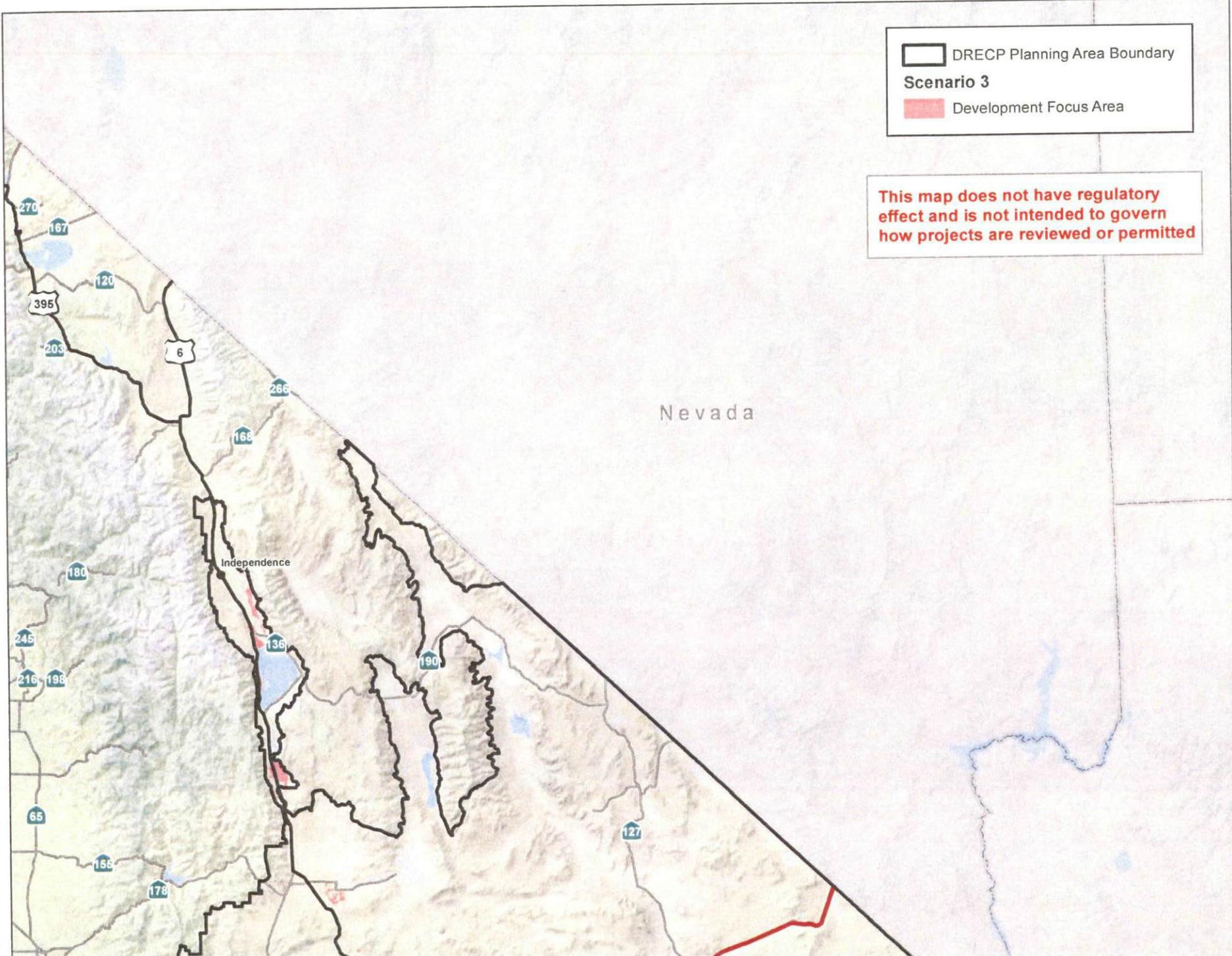
Scenario 2

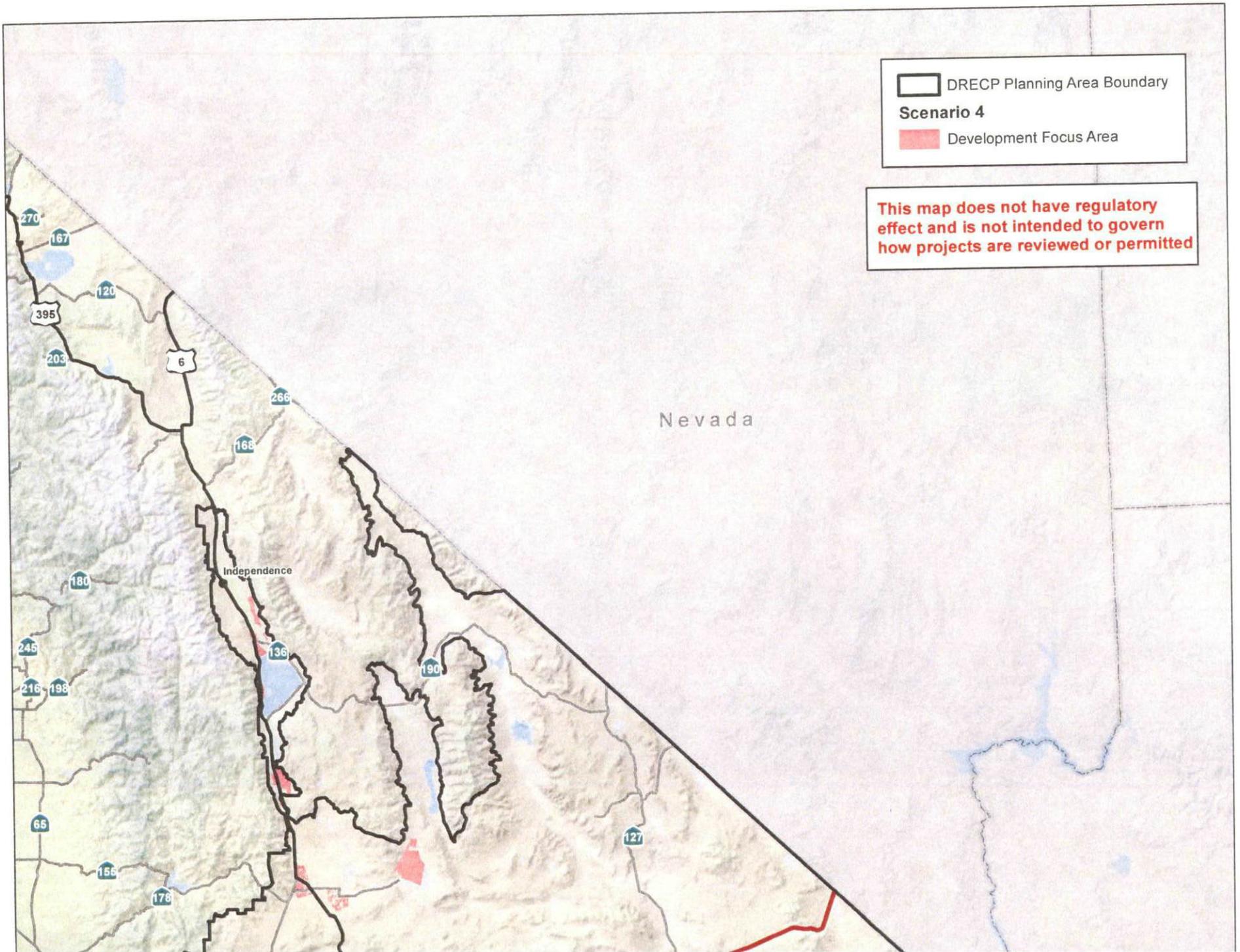
 Development Focus Area

This map does not have regulatory effect and is not intended to govern how projects are reviewed or permitted

□ DRECP Planning Area Boundary
Scenario 3
■ Development Focus Area

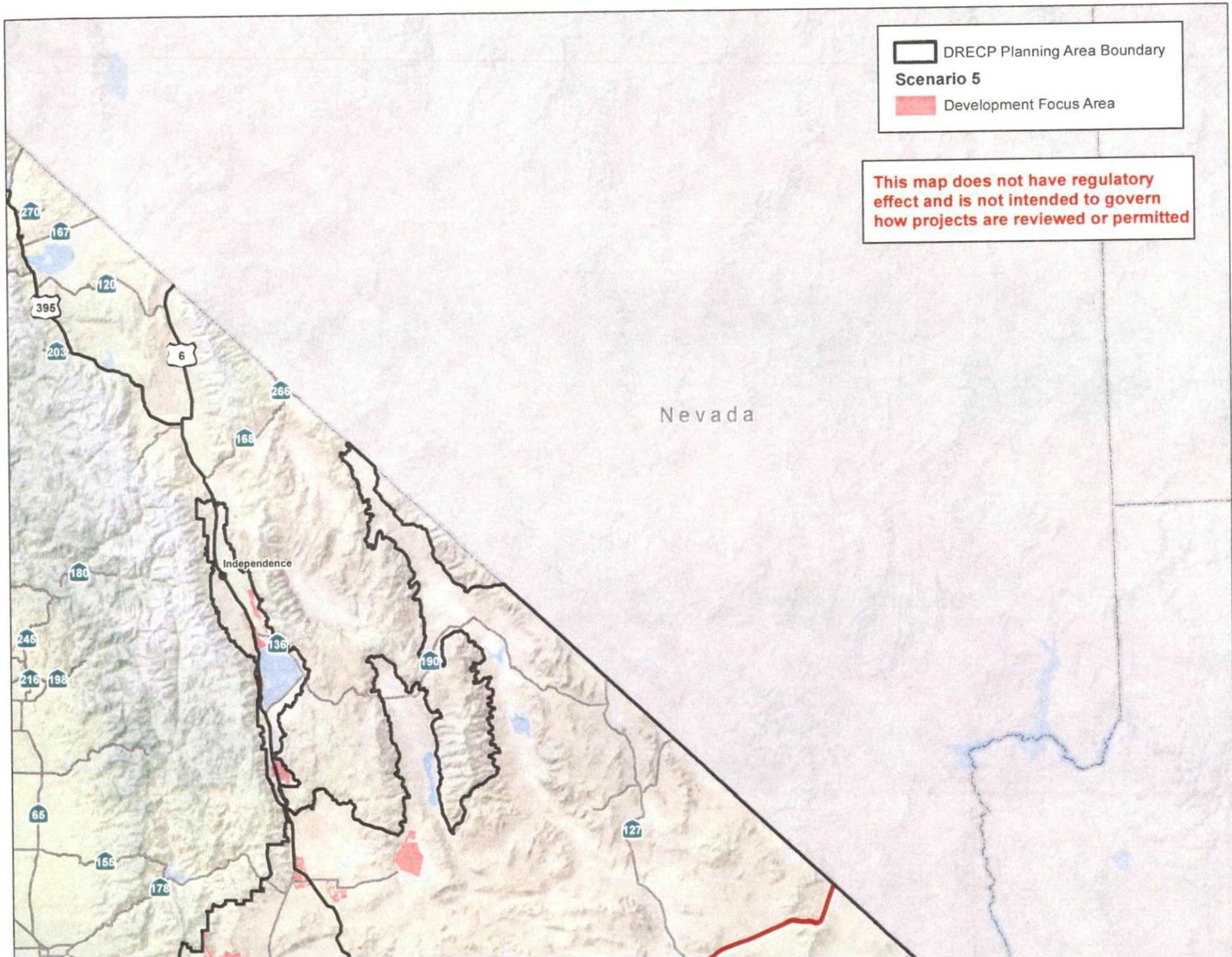
This map does not have regulatory effect and is not intended to govern how projects are reviewed or permitted





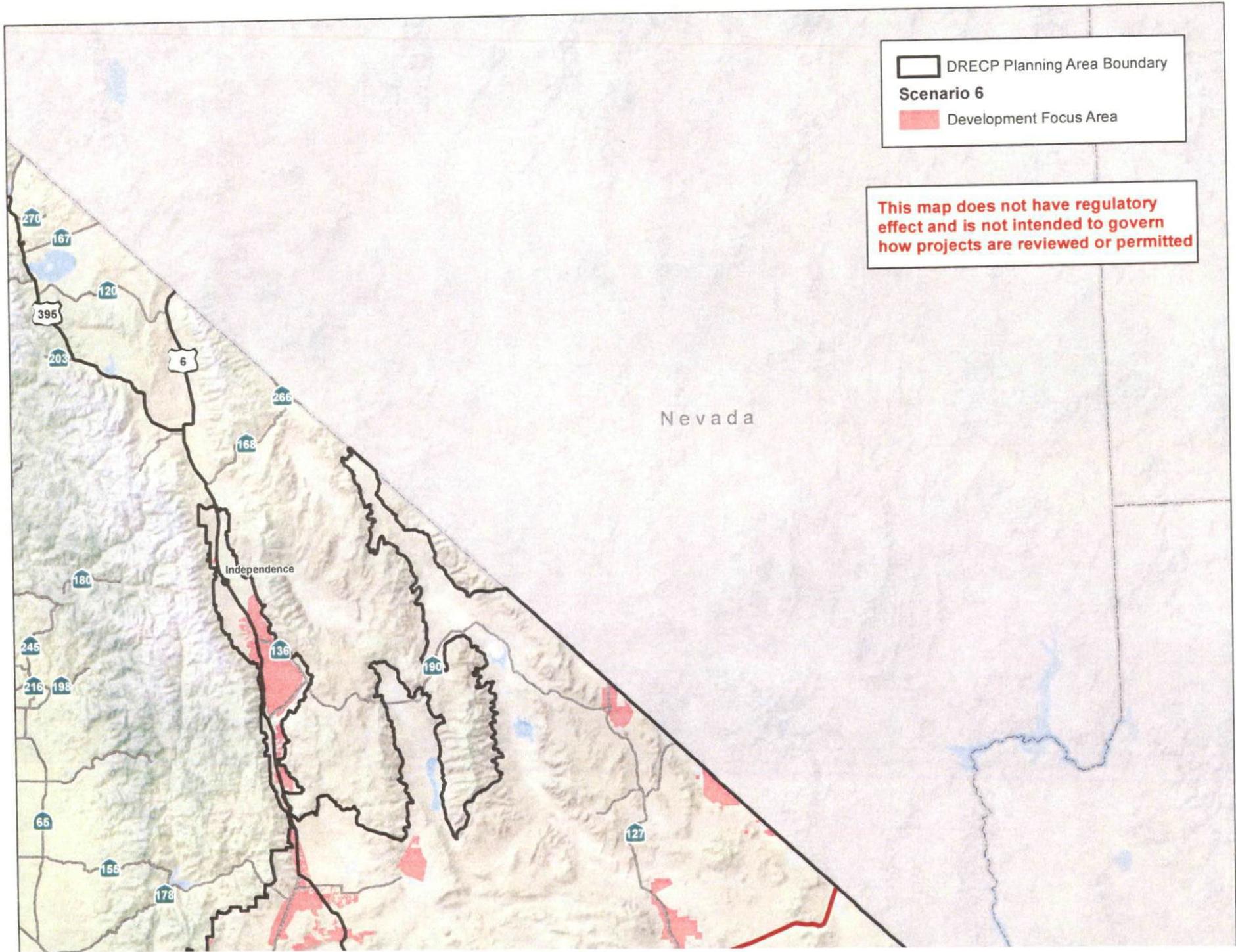
□ DRECP Planning Area Boundary
Scenario 4
■ Development Focus Area

This map does not have regulatory effect and is not intended to govern how projects are reviewed or permitted



 DRECP Planning Area Boundary
Scenario 5
 Development Focus Area

This map does not have regulatory effect and is not intended to govern how projects are reviewed or permitted



□ DRECP Planning Area Boundary
Scenario 6
■ Development Focus Area

This map does not have regulatory effect and is not intended to govern how projects are reviewed or permitted



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 8

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

FROM: Water Department

FOR THE BOARD MEETING OF: May 1, 2012

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – May 4, 2012

DEPARTMENTAL RECOMMENDATION:

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for May 4, 2012 in Los Angeles, California. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board consider the attached draft agenda and provide direction to the County's Standing Committee representatives.

SUMMARY DISCUSSION:

Item #1 (Action) concerns approval of documentation of action items from the February 24, 2011 meeting. A draft memo is included.

Item #2a provides the California Department of Fish and Game an opportunity to consult with the Standing Committee concerning the LORP seasonal habitat flow.

Item #2b (Action) requests that the Standing Committee set the amount of the LORP seasonal habitat flow in consultation with the Department of Fish and Game. The LORP Post-Implementation Agreement provides that the Standing Committee will meet before the release of each seasonal habitat flow to consider setting the amount, duration, timing, and ramping of the seasonal habitat flow. An action item entitled "Setting the Seasonal Habitat Flow" will be placed on the agenda of the Standing Committee meeting during which the LORP seasonal habitat flow will be considered. The Standing Committee will provide an opportunity for DFG to make a presentation at the meeting concerning its recommendations. Following the presentation, the Standing Committee will act on setting the seasonal habitat flow. Attached is a letter soliciting consultation with DFG on the seasonal habitat flow.

Item #2c provides the California Department of Fish and Game an opportunity to consult with the Standing Committee concerning the flooded acreage for the LORP Blackrock Waterfowl Management Area (BWMA).

Item #2d (Action) requests that the Standing Committee set the flooded acreage in the BWMA in consultation with the Department of Fish and Game. The LORP Post-Implementation Agreement provides that, in a less than normal runoff year, the Standing Committee will set the flooded acreage in the Blackrock Waterfowl Management Area through an action item entitled "Establishment of Dry Year Blackrock Management Plan." The LORP Post-Implementation Agreement provides that the Standing Committee will provide an opportunity for DFG to make a presentation at the meeting concerning its recommendations. Following any such presentation, the Standing Committee will act on setting flooded

acreage for the BWMA. Attached is a letter soliciting consultation with DFG on the flooded acreage for the BWMA.

Item #3 concerns the Technical Group's work evaluating conditions in vegetation parcel Blackrock 94.

Item #4 concerns work done by staff to meet the Standing Committee's request to make progress on Green Book revisions. Inyo and LADWP staff have identified a suitable facilitator and are working on the administrative actions necessary to bring her on board. Inyo and LADWP staff are developing a scope of work for the Ecological Society of America to assist the Technical Group with vegetation monitoring. Note that vegetation monitoring has been included under this agenda item. Vegetation monitoring had arose as a separate item at the last two Standing Committee meetings, but staff agrees that it should properly be included with the Green Book work.

Item #5 is an update from LADWP on runoff conditions.

Item #6 is an update from LADWP on the Owens Lake groundwater study.

Item #7 is an update on Water Agreement Land Releases.

Item #8 relates to an issue brought to the Technical Group by LADWP concerning water supply to enhancement/mitigation projects.

Attachments:

Draft May 4, 2012 Standing Committee agenda
Memo documenting actions from February 24, 2012 meeting
Letter to DFG soliciting consultation

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

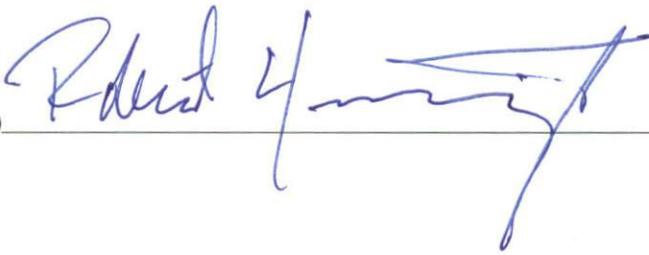
LADWP and CDFG.

FINANCING:

APPROVALS

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

PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____
---------------------------------------	--

DEPARTMENT HEAD SIGNATURE:  Date: 4/25/12
(Not to be signed until all approvals are received)

DRAFT AGENDA

INYO COUNTY/LOS ANGELES STANDING COMMITTEE

1:00 p.m.
May 4, 2012

Board Room 1555-H, John Ferraro Building
111 North Hope Street
Los Angeles, California

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

1. **Action Item:** Approval of documentation of actions from February 24, 2012 meeting.
2. Lower Owens River Project
 - a. Consultation with California Department of Fish and Game regarding agenda item 2b
 - b. **Action Item:** Setting Seasonal Habitat Flow - Consideration of Technical Group recommendation regarding setting the seasonal habitat flow.
 - c. Consultation with California Department of Fish and Game regarding agenda item 2d
 - d. **Action Item:** Establishment of Dry Year Blackrock Management Plan - Consideration of Technical Group recommendation regarding the Blackrock Waterfowl Management Area flooded acreage
3. Report on status of evaluation of vegetation parcel Blackrock 94.
4. Report on status of Green Book revisions.
 - a. Facilitator Status
 - b. Ecological Society of America participation
 - c. Vegetation monitoring task
 - d. New well installation task
 - e. New or improved operational triggers for pumping wells task
 - f. Schedule
5. Runoff and operations update.
6. Report on Owens Lake Groundwater Evaluation Project.
7. Report on status on Water Agreement land releases
8. Report on status of Technical Group evaluation of E/M project water use and water supply.
9. Public Comment.
10. Confirm schedule for future Standing Committee meetings.
11. Adjourn.

Standing Committee meeting protocols (Adopted May 11, 2011)

The Inyo/Los Angeles Long-Term Water Agreement (LTWA) define the Standing Committee in Section II:

As agreed by the parties, the Department representatives on the Standing Committee shall include at least one (1) member of the Los Angeles City Council, the Administrative Officer of the City of Los Angeles, two (2) members of the Board of Water and Power Commissioners, and three (3) staff members. The County representatives on the Standing Committee shall be at least one (1) member of the Inyo County Board of Supervisors, two (2) Inyo County Water Commissioners, and three (3) staff members.

The LTWA further provides that:

Regardless of the number of representatives from either party in attendance at a Standing Committee or Technical Group meeting, Inyo County shall have only one (1) vote, and Los Angeles shall have only one (1) vote.

The Standing Committee adopts the following protocol for future Standing Committee meetings.

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.
2. A Chairperson from the hosting entity will be designated for each meeting.
3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.
4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.
5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.
6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.
7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.
8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.
9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.
10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

INYO/LOS ANGELES STANDING COMMITTEE

Dedicated to the advancement of mutual cooperation



MEMORANDUM

Date May 4, 2012

Subject: Agenda Item #1: Documentation of Actions Taken by Standing Committee at the February 24, 2012 Meeting

The Standing Committee's policy is to document any actions taken by the Committee in a memorandum at the subsequent meeting. Standing Committee members present at the February 24, 2012 meeting in Independence were, for Inyo County, Supervisor Susan Cash, Supervisor Linda Arcularius, Water Commissioner Mike Prather, Water Commissioner Teri Red Owl, County Administrative Officer Kevin Carunchio, County Counsel Randy Keller, and Water Director Bob Harrington; and for Los Angeles, Councilmember Tom LaBonge, Commissioner Jonathan Parfrey, Commissioner Christina Noonan, Water Quality and Operations Director Martin Adams, Assistant City Attorney Julie Riley, and Aqueduct Business Manager Gene Coufal.

Actions Taken at the February 24, 2012 Standing Committee meeting:

Agenda Item #1, Approval of documentation of actions from December 9, 2011 meeting – The Standing Committee approved the documentation of actions taken at the prior meeting.

Agenda Item #2, Consideration of Standing Committee policy for addressing questions from the public – The Standing Committee approved the Standing Committee Policy for Addressing Comments/Questions from the Public Memorandum dated 2-24-12



ANTONIO R. VILLARAIGOSA
Mayor

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

RONALD O. NICHOLS
General Manager

April 20, 2012

Mr. Bruce Kinney
State of California
Department of Fish and Game
407 West Line Street
Bishop, CA 93514

Dear Mr. Kinney:

Subject: 2012 Lower Owens River Project Seasonal Habitat Flow
and Blackrock Waterfowl Area Flooded Acreage

Lower Owens River Project Seasonal Habitat Flow

Lower Owens River Project (LORP) annual seasonal habitat flows are intended to create a natural disturbance to establish and maintain native riparian vegetation and channel morphology in the *2004 Lower Owens River Project Environmental Impact Report (2004 LORP EIR)*. A major LORP goal is the establishment of a healthy, functioning Lower Owens riverine-riparian ecosystem. Other goals call for the establishment of a healthy functioning ecosystem in other physical features of the LORP, for the benefit of biodiversity and threatened and endangered species, while providing for the continuation of sustainable uses including recreation, livestock grazing, agriculture and other activities. The goal for the riverine-riparian system is to create and sustain healthy and diverse riparian and aquatic habitats and a healthy warm water recreational fishery with healthy habitat for native fish (1997 Memorandum of Understanding).

The *2009 Lower Owens River Project Post Implementation Agreement between the Los Angeles Department of Water and Power and the County of Inyo Concerning Operation and Funding of the Lower Owens River Project*, (Post Implementation Agreement) describes the process for establishing the seasonal habitat flow and consultation with California Department of Fish and Game (CDFG). Section II.O.5.a requires that:

"Soon after the first of April each year, LADWP will develop its annual runoff year forecast for the Owens River Basin. The runoff year forecast will be developed as described in Section 2.3.5.3 of the LORP EIR. By approximately the second or third week in April, LADWP and the County will transmit the recommendation concerning the amount, duration, timing, and ramping of the seasonal habitat flow, along with LADWP's annual runoff year forecast for the Owens River Basin, to DFG. DFG will be requested to, within ten business days from the receipt of the recommendation, provide their concurrence with the recommendations or provide their own recommendation as to the amount, duration, timing, and ramping of the seasonal habitat flow along with the scientific basis for its differing recommendation."

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



The 2004 LORP EIR, Section 2.3.5.3, describes the means for determining the LORP Seasonal Habitat Flow velocity and ramping schedule. The Owens River Basin Runoff Forecast has been determined to be 65% for runoff year 2012-13, which results in a 9-day seasonal habitat flow with the peak release of 88 cfs on the fifth day. Based on Section 2.3.5.3, the table below provides the schedule for ramping, magnitudes, and duration that is proposing for the 2012 Seasonal Habitat Flow.

2012 Seasonal Habitat Flow Schedule

DAY	FLOW
1	40 cfs
2	50 cfs
3	63 cfs
4	79 cfs
5	88 cfs
6	70 cfs
7	56 cfs
8	45 cfs
9	40 cfs

The release of the Seasonal Habitat Flow will be timed to coincide with the first indication of willow seed fly, if possible, but will occur no later than June 15. The timing is intended to maintain dissolved oxygen levels to avoid negative affects on the fishery; yet still coincide with early willow and cottonwood seed dispersal.

Blackrock Waterfowl Management Area

The Post Implementation Agreement describes the process for establishing the amount of acreage flooded in the Blackrock Waterfowl Management Area and describes consultation with CDFG regarding the amount of flooded area. Section II.P.1 states that:

Section II. C.4 of the *1997 Memorandum of Understanding between the City of Los Angeles Department of Water and Power, County of Inyo, California Department of Fish and Game, California State Lands Commission, Sierra Club, and the Owens Valley Committee, addresses the "1500 Acre Blackrock Waterfowl Habitat Area."* and states:

"Approximately 500 acres of the habitat area will be flooded at any given time in a year when the runoff to the Owens River Watershed is forecasted to be average or above. In years when the runoff is forecasted to be less than average, the water supply to the area will be reduced in general proportion to the forecasted runoff in the watershed. (The runoff forecast for each year will be DWP's runoff year forecast for the Owens River Basin, which is based upon the results of its annual April 1 snow survey of the watershed). Even in the driest years, available water will be used in the most efficient manner to maintain the habitat. The Wildlife and Wetlands Management Plan element

of the LORP Plan will recommend the water supply to be made available under various runoff conditions and will recommend how to best use the available water in dry years. The amount of acreage to be flooded in years when the runoff is forecasted to be less than average will be set by the Standing Committee based upon the recommendations of the Wildlife and Wetland Management Plan and in consultation with DFG. "

Section II.P.2 of the Post Implementation Agreement states that:

"In order to address the requirement that when runoff is forecasted to be less than average, the amount of acreage to be flooded will be set by the Standing Committee in consultation with DFG the following process will be followed.

a. Soon after the first of April each year, LADWP will develop its annual runoff year forecast for the Owens River Basin. The runoff year forecast will be developed as described in Section 2.3.5.3 of the LORP EIR. In the event the runoff forecast equals or exceeds "normal runoff" as defined in Section 2.3.5.3 of the 2004 Final LORP EIR, no further action is required.

b. If the runoff forecast is for less than the normal runoff, the year will be considered a Dry Year, and consultation with the Department of Fish and Game ("DFG") will occur on the development of a Dry Year Blackrock Management Plan. In a Dry Year, by approximately the second or third week in April, LADWP and the County will transmit the recommendation concerning the amount of acreage to be flooded, along with LADWP's annual runoff year forecast for the Owens River Basin to DFG. DFG will be requested to, within ten business days from receipt of the recommendation, provide their concurrence with the recommendation or provide their own recommendation as to the amount of acreage to be flooded, along with the scientific basis for its differing recommendation.

c. In dry years when DFG has a differing recommendation, a report on the difference will be provided to the Standing Committee and a Standing Committee meeting will be scheduled. An action item entitled "Establishment of Dry Year Blackrock Management Plan" will be placed on the Standing Committee agenda. The Standing Committee will provide an opportunity for DFG to make a presentation at the meeting concerning its recommendations. Following any such presentation by DFG, the Standing Committee will consider adoption of a Dry Year Blackrock Management Plan".

Based on the above references and based on a 65% of average water year for 2012, the acreage to be flooded in the Blackrock Waterfowl Management Area is approximately 325 acres. The 325 acres flooded acres will be in the Drew Unit.

Both, the 2012 Lower Owens River Project Seasonal Habitat Flow and Blackrock Waterfowl Area Flooded Acreage, will be placed on the Standing Committee meeting agenda scheduled for May 4, 2012. In order to prepare for the Standing Committee meeting we request that California

Mr. Bruce Kinney
Page 4
April 20, 2012

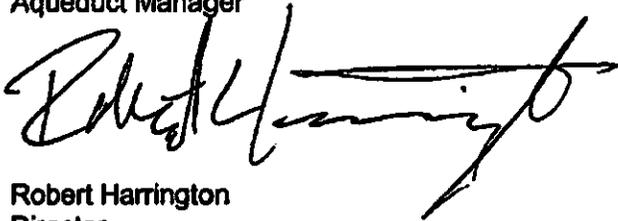
Department of Fish and Game (CDFG) provide its concurrence with the recommendations presented, or CDFG's recommendations along with the scientific basis for the differing recommendation, within 10 business days of this letter. At the Standing Committee meeting, CDFG will be provided an opportunity to make a presentation regarding its recommendations.

If you have any questions regarding this submission, please contact Mr. Brian Tillemans at (760) 873-0214 of my staff, or Dr. Robert Harrington, Director of Inyo County Water Department at (760) 878-0001.

Sincerely,



Gene L. Coufal
Aqueduct Manager



Robert Harrington
Director
Inyo County Water Department

c: Mr. Brad Henderson
Ms. Lacey Greene
Mr. Mark Hill
Dr. William Platts



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

4

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

FROM: County Administrator – Personnel

FOR THE BOARD MEETING OF: May 1, 2012

SUBJECT: Approval of job description for the position of Deputy Director of Public Works and request to fill vacant position

DEPARTMENTAL RECOMMENDATION:

Request your Board:

(A) Approve the revised job description for the position of Deputy Director of Public Works and set the new salary as Range 88 (\$6,370-\$7,740); and,

(B) Find, consistent with the adopted Authorized Position Review Policy,

- a. The funding for the position comes from the General Fund and, possibly, certain Non-General Fund departments depending on job responsibilities and associated budget allocations, as certified by the County Administrator and concurred with by the Auditor-Controller;
- b. The vacancies could possibly be filled by internal candidates meeting the qualifications for the position, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and,
- c. Approve the hiring of a Deputy Director of Public Works position, Range 88 (\$6,370-\$7,740).

SUMMARY DISCUSSION:

The Deputy Director of Public Works position has been vacant over a year and recruitment to fill the position was postponed pending recruitment of a Public Works Director. Since recruitment of the ideal Public Works Director has been delayed, it is recommended that recruitment for the Deputy Director position proceed in order to begin to identify and place strong, permanent leadership in the department. The attached job description has been modified to describe and combine all job duties, functions, and responsibilities the Deputy Director of Public Works is likely to encounter, and to invite application from as wide a variety of proven leaders as possible.

ALTERNATIVES:

Your Board could choose to modify the job description, or not approve it. However, the latter option is not recommended because the job description that currently exists for the Deputy Director of Public Works is unduly limiting in scope and expectation, and may serve to unduly limit the pool of qualified applicants who could help lead the department.

Similarly, your Board could decide not to approve filling the vacancy. However, this is not recommended since delays in identifying the right individual for the Public Works Director job make filling other vacancies in other leadership positions within the department all the more imperative.

OTHER AGENCY INVOLVEMENT:

The Public Works department, and Deputy Director of Public Works, supports the mission of every other County department.

FINANCING:

Funding for these positions is included in the Fiscal Year 2011-2012 County Budget.

APPROVALS

COUNTY COUNSEL: <i>N/A</i>	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.) <i>Leslie L. Chapman</i> Approved: <input checked="" type="checkbox"/> Date <i>4/25/12</i>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <input checked="" type="checkbox"/> Date <i>04-26-2012</i>

DEPARTMENT HEAD SIGNATURE:

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



Date: *04-26-2012*

DEPUTY DIRECTOR of PUBLIC WORKS

DEFINITION

To plan, organize, manage, and direct the administrative and operational activities of assigned division(s) within the Public Works Department; to direct, manage, and review the work of assigned staff; to establish and implement assigned divisions' objectives and performance standards; to serve as a member of the department management team which is responsible for fulfilling the mission and carrying out the policies of the department; to promote and participate in collaborative activities, programs, and projects that cross functional areas; and to function as a positive and cooperative team member and a proactive team leader.

DISTINGUISHING CHARACTERISTICS

The Deputy Director of Public Works classification recognizes positions that provide full second-line, direct supervision to employees within assigned and major division(s) within the Public Works Department and assumes substantive and significant administrative and operational responsibility for both assigned division(s) and over-all departmental strategic planning and implementation. The Deputy Director positions also performs general administrative tasks for the Public Works Director and acts as a representative of the department to the County, its departments and outside agencies/organizations as assigned.

LEVEL OF RESPONSIBILITY AND SCOPE

Receives general direction from the Public Works Director.

Exercises direct supervision over supervisory, professional, technical, and clerical personnel.

EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to, the following:

Plans, organizes directs, and manages all administrative and operational activities within designated areas of responsibility and assigned division(s); monitors and evaluates work in progress on an on-going basis to ensure compliance with departmental mission, goals, and policies.

Identifies, develops, and implements goals, objectives, and activities to be accomplished within assigned division(s); directs, coordinates, and evaluates the implementation of operational strategies and plans.

COUNTY of INYO
Deputy Director of Public Works

Serves as a departmental management team member participating in the strategic planning, development and implementation of departmental policies, procedures, and operations.

Participates in the identification and allocation of resources (fiscal, staffing, and materials); and contributes to the problem-solving, decision making, and planning activities of the Department.

Provides professional and managerial resources to the Public Works Director, departmental management team, other County departments, outside agencies, and the general public in a responsible, positive, and supportive manner.

Represents the Public Works Department within the County organization as well as to outside agencies, local communities, special interest groups, businesses, and the general public utilizing principles of effective customer service.

Establishes and maintains open communications with other County departments, collaborative teams, and other governmental organizations; coordinates data, resources, and work products in support of a productive and positive working relationship.

Directs, supervises, and participates in the development and on-going administration of assigned division(s)' and projects' budgets; coordinates and directs the forecasting of funds and resources needed; researches and analyzes funding resources and availability; provides justifications for requested resources.

Acts as a professional and technical resource related to assigned division(s) to assigned staff, the Public Works Department, the County organization, outside agencies, and the general public; provides advice, expertise, and resources in designated areas of responsibilities to multi-disciplinary projects and collaborative efforts.

Participates in the development and administration of the departmental budgets as assigned; provides advice and support in the on-going monitoring and adherence to departmental budget administration; may participate in County-wide taskforces, committees, and project teams to ensure responsible administration of resources, budgets in accordance with County's needs and priorities.

Participates in the selection of staff; reviews and approves/disapproves staff training; conducts performance evaluations; recommends disciplinary procedures as necessary; implements discipline procedures as directed.

Researches, negotiates, prepares and administers contracts, including leases, with consultants, contractors, property owners, leases, service providers, and/or vendors of various services; researches potential funding sources, develops grant applications/proposals, negotiates agreements, and administers grant programs and budgets.

Acts as primary resource regarding assigned division(s)' and related programs/projects' activities, operations, and processes; answers questions and provide information in response to requests and inquiries; investigates complaints and recommends/implements corrective action as necessary to resolve complaints.

In the absence of the Public Works Director, to assume the responsibility of the Public Works Director as necessary and as assigned.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS

A combination of experience, education, and/or training which substantially demonstrates the following knowledge, skills and abilities.

Knowledge of:

- Advanced principles and practices of assigned division(s) with specific knowledge and experience in the same area.
- Advanced principles and practices of management, leadership, motivation, team building and conflict resolution.
- Standard and accepted organizational and management practices as applied to development, analysis, and evaluation of programs, policies and operational needs.
- Standard and accepted principles and practices of budget preparation and administration.
- Pertinent local, state and federal rules, regulations and laws.
- Standard and accepted office procedures, methods and computer equipment.
- Standard and accepted principles and practices of research, analysis and management.
- Advanced principles of supervision, training and performance evaluations.
- Standard and accepted principles and practices of work safety.

Skill to:

- Provide positive and effective administrative and policy guidance to County department heads and departmental staff.
- Recognize issues of a sensitive or political nature; exercise independent judgment and initiative in facilitating discussions to resolve disputes, negotiate mutually satisfactory resolutions.
- On a continuous basis, analyze fiscal, operational and technical reports; develop, interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve issues of County-wide application; remember various personnel rules; and explain and interpret policy.
- Organize, implement and direct activities of professional, technical, field, office and clerical staff involved in assigned division(s) operations/activities.
- Prepare, interpret and evaluate, RFP's/RFQ's, contracts and leases
- Administer contracts, including preparation, and evaluation of contract change orders, and preparing or approving progress pay estimates.
- On a continuous basis, know and understand all aspects of assigned job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

COUNTY of INYO
Deputy Director of Public Works

- Analyze budgets, working papers and technical reports; prepare and deliver staff reports; know laws, regulations and codes; problem solve department related issues; and interpret County-wide and Departmental policies and procedures. and procedures.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals and objectives.
- Interpret and apply County and departmental policies, procedures, rules and regulations in an effective and timely manner.
- Successfully develop, manage and monitor multiple budgets, programs and expenditures.
- Negotiate with and persuade individuals and groups with diverse needs and priorities in an effective and positive manner.
- Develop and recommend policies and procedures related to assigned operations and for multi-disciplinary assignments.
- Make presentations to governing boards and community groups. Gain cooperation through discussion and persuasion.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Communicate clearly and concisely, both orally and in writing.
- Manage, supervise, train and evaluate assigned staff.
- Plan, organize and schedule priorities for self and others in an effective and timely manner.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.
- Establish and maintain effective working relationships with those contacted in the performance of assigned duties.

License or Certificate:

- Must possess a valid drivers license. Proof of adequate vehicle insurance may also be required. The successful candidate must complete a pre-employment background investigation and physical examination.
- While desirable, registration as a Civil Engineer is not required.

Experience and Training

- Any combination of experience and training that would provide the required knowledge and skills is qualifying. A typical way to obtain the required knowledge and skills would be:

Experience:

At least five (5) years of progressively responsible professional administrative experience in major public works projects, building services, engineering, commercial construction, or

COUNTY of INYO
Deputy Director of Public Works

road construction, preferably with a governmental entity, and including at least three (3) years of progressively responsible management responsibility.

Training:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in business, public administration, engineering, construction management, or a closely related field.

Typical Physical Requirements

On a continuous basis, sit at desk or in meetings for long periods of time; intermittently, walk, stand and bend while going to/from other offices and taking files to/from meetings; twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; hear sufficiently to communicate with staff and to understand actions in public meetings, hearings, or administrative proceedings; and lift light weight. Stand to conduct field visits; hearing and speech to communicate in person and by telephone; minor climbing/hiking.

Typical Working Conditions

Most assigned work is normally performed in an office/public meeting environment. Incumbents will be, at times, exposed to a wide variety of climate and weather conditions while conducting field work and driving. Continuous contact with County staff, management, local, state and federal agency representatives, general public, and outside organizations/agencies.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Inyo County Integrated Waste Management

FOR THE BOARD MEETING OF: May 1, 2012

SUBJECT: Amending Integrated Waste Management Budget To Increase General Fund Operating Transfer In

DEPARTMENTAL RECOMMENDATION:

Request your Board:

Amend the Fiscal Year 2011-2012 County Budget as follows:

1. Increase estimated revenue in Solid Waste (045700), Operating Transfers In (4998) by \$200,000;
2. Increase appropriation in General Revenues & Expenditures (011900), Operating Transfers Out (5801) by \$200,000; and,
3. Decrease appropriation in Contingencies - General (087100) by \$200,000 (4/5 vote required).

SUMMARY DISCUSSION:

Ordinance 1163 increased County landfill gate and disposal fees, effective July 1, 2011. Based on associated projections, Integrated Waste Management (IWM) identified \$955,000 in solid waste gate and disposal fee revenue in the Fiscal year 2011-2012 Solid Waste budget. This amount was based on the total of: (a) the previous fiscal year's (2010-2011) gate and disposal fee revenue (\$365,000); and, (b) estimated additional gate and disposal fee revenue in the amount of \$590,000 that was anticipated to be generated from the increased fees imposed by Ordinance 1163.

An analysis by IWM of Fiscal Year 2009-2010 and Fiscal Year 2010-2011 total waste tonnages received for the July through March period at county landfills indicates that this year's tonnages for the same July through March period are down approximately 9%. This decrease has resulted in lower than anticipated gate and disposal fee revenue. However, traditionally, the final quarter (April through June) of prior fiscal years has typically seen a spike in tonnage and corresponding increases in gate and disposal fee revenue. For this reason, the department remains optimistic that such a trend will continue for the current fiscal year. A month-by-month revenue comparison between the current fiscal year and Fiscal Year 2010-2011 indicates revenue has at least doubled in each month compared to the prior fiscal year (please see "Revenue/Tonnage Comparison - Exhibit A"). Based on this trend, projected revenues for the final Quarter of Fiscal Year 2011-2012 are estimated to be at least \$210,000, resulting in annual projected revenue of \$713,000 (actuals as of March 31, 2012 of \$503,000 plus the conservative projection of \$210,000 through June 30).

Although this Fiscal Year's totals are projected to require a County General Fund contribution of approximately \$200,000, this is a significant improvement over past fiscal years (in Fiscal Year 2010-2011, the General Fund contributed \$479,672 to the Solid Waste budget). The General Fund contribution being requested today (\$200,000) is also predicated on the belief that franchise fee revenues will exceed projections by more than \$42,000, and make up the difference between the currently noted Solid Waste Fees revenue and the projected Solid Waste Fees revenue (i.e. \$955,000 - \$713,000 = \$242,000).

IWM has reviewed this year's solid waste budget expenditures for any available funds to offset the need for the requested General Fund Operating Transfer but there are no significant funds available to make meaningful reductions in cost. However, as noted in its Third Quarter Financial Review submittals that will be presented to your Board later this month, IWM will be taking corrective actions consisting of the following:

1. No non-essential departmental expenditures will be allowed;
2. The current year's consultant contract task items will be reviewed for possible deferment to next Fiscal Year's contract; and,
3. Staff will continue to closely monitor gate and disposal revenues for the remainder of the fiscal year.

In addition, IWM will continue to review current landfill operations in an effort to identify long term ways to reduce operating costs that could further reduce or eliminate any budget deficit. As previously shared with your Board, possible options could include: a.) reducing landfills/transfer stations from being open seven (7) days/week to six (6) days/week; b.) seeking further reductions in the annual consultant contract amount; and, c.) aggressively pursuing grant funding for landfill equipment and programs.

ALTERNATIVES:

Your Board could elect not to approve the budget amendment, however, this is not recommended since the Operating Transfer is necessary to allow the Auditor-Controller to continue to pay department bills.

FINANCING:

If approved, the Operating Transfer In will be funded from County General Fund Contingencies.

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: <input checked="" type="checkbox"/> Date <u>04-26-2012</u>

DEPARTMENT HEAD SIGNATURE:  Date: 04-26-2012
(Not to be signed until all approvals are received)

Revenue/Tonnage Comparison - Exhibit A																	Monthly	Year Total
	July	August	Sept.	1st Qtr Sub-Total:	October	Nov.	Dec.	2nd Qtr Sub-Total:	January	February	March	3rd Qtr Sub-Total:	April	May	June	4th Qtr Sub-Total:	Average	Year Total
2011/2012																		
Waste Hauler Tonnage:	1,160	1,201	1,026	3,387	1,096	1,111	1,025	3,232	1,160	1,053	1,084	3,297				0	1,102	9,916
Self Hauler Tonnage:	772	984	842	2,598	1073	960	971	3,004	632	549	809	1,990				0	844	7,592
Total Tonnage:	1932	2185	1868	5,985	2169	2071	1996	6,236	1792	1602	1893	5,287				0	1,945	17,508
Waste Hauler Revenue:	\$9,718	\$20,386	\$37,652	\$67,756	\$37,005	\$23,635	\$40,870	\$101,510	\$46,609	\$37,544	\$21,190	\$105,343				\$0	\$30,512	\$274,609
Self Hauler Revenue:	\$53,775	\$56,984	\$31,268	\$142,027	\$50,124	\$46,875	\$23,295	\$120,294	\$17,725	\$13,589	\$38,626	\$69,940				\$0	\$36,918	\$332,261
Total Revenue:	\$63,493	\$77,370	\$68,920	\$209,783	\$87,129	\$70,510	\$64,165	\$221,804	\$64,334	\$51,133	\$59,816	\$175,283				\$0	\$67,430	\$606,870
2010/2011																		
Waste Hauler Tonnage:	1262	1239	1288	3,789	1256	1160	1279	3,695	1253	1148	1238	3,639	1215	1343	1351	3,909	1,253	15,032
Self Hauler Tonnage:	936	841	874	2,651	1184	787	763	2,734	778	642	1410	2,830	1058	1265	1049	3,372	966	11,587
Total Tonnage:	2198	2080	2162	6,440	2440	1947	2042	6,429	2031	1790	2648	6,469	2273	2608	2400	7,281	2,218	26,619
Waste Hauler Revenue:	\$6,942	\$18,946	\$16,171	\$42,059	\$11,755	\$0	\$15,521	\$27,276	\$10,738	\$4,698	\$15,583	\$31,019	\$13,177	\$10,033	\$14,362	\$37,572	\$11,494	\$137,926
Self Hauler Revenue:	\$29,281	\$11,131	\$15,464	\$55,876	\$23,974	\$31,624	\$14,159	\$69,757	\$12,907	\$20,149	\$14,983	\$48,039	\$16,492	\$35,275	\$27,905	\$78,672	\$21,112	\$253,344
Total Revenue:	\$36,223	\$30,077	\$31,635	\$97,935	\$35,729	\$31,624	\$29,680	\$97,033	\$23,645	\$24,847	\$30,566	\$79,058	\$29,669	\$45,308	\$42,267	\$117,244	\$32,606	\$391,270
2009/2010																		
Waste Hauler Tonnage:	1250	1216	1212	3,678	1233	1129	1201	3,563	1100	1038	1282	3,420	1250	1233	1259	3,742	1,200	14,403
Self Hauler Tonnage:	1045	572	806	2,423	1507	1251	755	3,513	765	709	920	2,394	959	1143	871	2,973	942	11,303
Total Tonnage:	2295	1788	2018	6,101	2740	2380	1956	7,076	1865	1747	2202	5,814	2209	2376	2130	6,715	2,142	25,706
Waste Hauler Revenue:	\$0	\$0	\$12,964	\$12,964	\$29,539	\$13,687	\$4,297	\$47,523	\$14,654	\$10,044	\$3,358	\$28,056	\$11,827	\$17,479	\$10,420	\$39,726	\$10,689	\$128,269
Self Hauler Revenue:	\$9,644	\$10,929	\$16,185	\$36,758	\$24,195	\$20,132	\$17,599	\$61,926	\$14,474	\$10,671	\$37,951	\$63,096	\$13,295	\$18,455	\$59,711	\$91,461	\$21,103	\$253,241
Total Revenue:	\$9,644	\$10,929	\$29,149	\$49,722	\$53,734	\$33,819	\$21,896	\$109,449	\$29,128	\$20,715	\$41,309	\$91,152	\$25,122	\$35,934	\$70,131	\$131,187	\$31,793	\$381,510

NOTE: New Gate and Disposal Fees became effective 7-1-2011



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

FOR THE BOARD MEETING OF: May 1, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request Board approve the minutes of the Board of Supervisors Meetings of A) April 10, 2012; and B) April 17, 2012.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for 11 a.m.
 Closed Session
 Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: MAY 1, 2012

SUBJECT: BROWN ACT WORKSHOP

DEPARTMENTAL RECOMMENDATION:

The Office of County Counsel is providing a workshop on the Ralph M. Brown Act regarding local agency decisions, conducting open and closed session meetings, etc.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

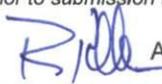
Provide a workshop on the Brown Act and applying legislative rules of conducting meetings for all local and governmental entities.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

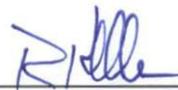
FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>4.16.12</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: _____ 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: 4.16.12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14-15-16
 17-18-19
 20-21

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: May 1, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] - B3
PARTNERS, LLC, an Oregon limited liability company v. The County of Inyo; the Inyo County Board of Supervisors et al., Inyo County Superior Court Case No. SICV CV 1253471

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

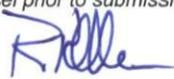
CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

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 - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>4.25.12</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: 4.25.12