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.

October 16, 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. Saul Sanabria, the new Veterans Service Representative will be introduced to the Board.

4. ***WILD IRIS*** – Request Board approve a proclamation declaring October as Domestic Violence Awareness Month.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

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

PLANNING

6. Request Board appoint Mr. Brian Webb to the Lone Pine Architectural Design Review Board representing the licensed architect category, to complete a two year term ending August 19, 2014. *(Notice of vacancy resulted in one request for appointment being received from Mr. Webb.)*

PUBLIC WORKS

7. Request approval of Amendment No. 1 to the Contract between the County of Inyo and ESE for engineering services for the Independence Town Roads Rehabilitation Project, increasing the amount of the Contract by $13,600 to an amount not to exceed $45,380; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

8. Request Board accept the Easement from Samuel R. Wasson and Theona D. Wasson for Old State Highway in the Community of Keeler, approve a resolution titled "A Resolution of the Inyo County Board of Supervisors for Acceptance of Easements for Road Purposes;" approve the Accommodation Recording Instructions and authorize the Chairperson to sign all necessary documents associated with acceptance of the Easement.

9. Request Board accept the Easement from Glenn W. Young and Sherry L. Cosgrove for Old State Highway in the Community of Keeler, approve the resolution titled "A Resolution of the Inyo County Board of Supervisors for Acceptance of Easements for Road Purposes;" and authorize the Chairperson to sign all necessary documents associated with acceptance of the Easement.

ROAD DEPARTMENT

10. Request Board award and approve the Contract between the County of Inyo and Environmental Concepts for the purchase of Liquid Asphalt Projects for the period of October 10, 2012 through December 31, 2012, in an amount not to exceed $148,420.55; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

11. ***PUBLIC WORKS*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Senior Engineer position comes from the Public Works Budget, as certified by the Interim Director of Public Works, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Senior Engineer, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Senior Engineer at Range 81 ($5,364 – $6,522) and authorize hiring up to the E Step.

12. ***PUBLIC WORKS – Airports*** – Request Board consider changing the name of the Lone Pine Airport to "Lone Pine – Death Valley Airport" and provide direction to staff on how to proceed.

13. ***AGRICULTURAL COMMISSIONER*** – Request approval of a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Application for Grant Funds for the Sierra Nevada Conservancy Grant Program Under Proposition 84" authorizing the Agricultural Commissioner to submit a grant application to the Sierra Nevada Conservancy up to the amount of $112,483 to augment weed abatement efforts.

14. ***HEALTH AND HUMAN SERVICES – ESAAA*** – Request approval of the By-laws for the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council, including any approved changes recommended by the existing ESAAA Advisory Council and direct the recruitment for members with staggered terms beginning January 1, 2013 per the By-laws.

15. ***HEALTH AND HUMAN SERVICES – ESAAA*** – The Board of Supervisors/Eastern Sierra Area Agency on Aging Governing Board will receive and discuss updates regarding current issues affecting the delivery of senior services in Inyo County and the Eastern Sierra encompassed by Public Service Area 16, providing direction as appropriate.

16. ***PLANNING*** – Request Board discuss the Listening Sessions for the development of the Collaboration and Communication Plan for the Inyo National Forest Plan Update/Revision and provide direction to staff.

17. ***PLANNING*** – Request review of the Building Blocks for Sustainable Communities request for letters of interest, requesting Tool #3 Neighborhood Planning for Healthy Aging, approve the County's response to the request; and authorize the Chairperson to sign.

18. ***COUNTY COUNSEL*** – Request approval of the Contract between the County of Inyo and Westlaw for online legal research services and legal publications for the period of November 1, 2012 through October 31, 2015, in an amount not to exceed $60,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

19. ***COUNTY ADMINISTRATOR*** - Request Board authorize final payment for the completed Community Project Sponsorship Grant Project to the Beverly and Jim Rogers Museum of Lone Pine Film History (Southern Inyo Community Foundation) for successfully completing the First Annual Lone Pine Short Film Festival.

20. ***COUNTY ADMINISTRATOR – Emergency Services*** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, the Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

21. ***CLERK OF THE BOARD*** – Request approval of the minutes of the September 25, 2012 Board of Supervisors Meeting.

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

9:30 a.m. 22. ***HEALTH AND HUMAN SERVICES*** – Request Board receive a report on the Health Hazard Assessment from Health Officer, Dr. Rick Johnson.

11:30 a.m. 23. ***PLANNING*** – Request Board accept a presentation from Ms. Stacey Crowley, Director of the Nevada State Office of Energy, on Nevada's transmission planning.

1:30 p.m. 24. ***CAPITAL ASSET LEASING CORPORATION*** – *The Board will convene as the Capital Asset Leasing Corporation Board of Directors to consider the following:*

A) Election of Officers – *The Board will elect a President, Secretary and Treasurer for the Corporation.*

B) Approval of Minutes – *Request approval of the October 25, 2011 Capital Asset Leasing Corporation Meeting.*

C) Financial Report - *Inyo County Treasurer-Tax Collector, Ms. Alisha McMurtrie, will present the Financial Report on the Corporation.*

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)**

25. ***PUBLIC COMMENT***

CLOSED SESSION

26. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [PURSUANT TO GOVERNMENT CODE §54956.9(a)]*** – *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of supervisors, et. al.,* Inyo County Superior court Case No. 12908; Blackrock 94 Dispute Resolution.

27. ***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.

28. ***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.

29. ***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.

30. ***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.

31. ***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.

32. ***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

33. ***TREASURER – TAX COLLECTOR*** – Treasury Status Report for the Quarter Ending September 30, 2012.

34. ***SHERIFF*** – Sheriff and Jail Overtime Report for the month of August, 2012.

4

TO: Inyo County Board of Supervisors, Pat Gunsolley

FROM: Misti Clark-Holt

DATE: 10/3/2012

RE: Domestic Violence Awareness Month

Pat:

Once again, we want to thank the Inyo County Board of Supervisors for their continued support in declaring October as Domestic Violence Awareness Month. Wild Iris would like to request the attached proclamation be adopted by the Board.

I understand this is short notice, but if you have availability at your October 16, 2012 meeting, we would appreciate this proclamation be added to the agenda. Please respond to this email or call the Bishop Office to confirm if this request has been accepted at 760.873.6601.

Thank You,

Misti Clark-Holt
Domestic Violence Program Coordinator

PROCLAMATION
OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA
PROCLAIMING THE MONTH OF OCTOBER, 2012
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is one of the top concerns of our communities, our County, our State, and our Nation; and

WHEREAS, domestic violence affects six million men, women and children of all racial, cultural, and economic backgrounds; and

WHEREAS, nationally, domestic violence is the single largest cause of injuries and deaths to American women; and

WHEREAS, the physical, financial and psychological impact of domestic violence has devastating, long term effects on our neighbors and communities; and

WHEREAS, when even one man, woman, or child is hurt at the hands of someone they trust, it is too many; and

WHEREAS, Wild Iris is committed to ending domestic violence in all local communities; and

WHEREAS, it is our responsibility to treat victims of domestic violence with dignity, compassion, and respect; and

WHEREAS, the Inyo County Board of Supervisors continue to consider the safety and health of their residents of the utmost importance.

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors, of the County of Inyo, proclaims the month of October 2012, as Domestic Violence Awareness Month in the County of Inyo.

PASSED AND ADOPTED this 16th day of October 2012, by the Inyo County Board of Supervisors by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
5

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 16, 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)_____ 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
6

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ___ am ☐ Closed Session ☐ Informational

FROM: **Inyo County Planning Department**

FOR THE BOARD MEETING OF: **October 16, 2012**

SUBJECT: **Appointment of "Qualified Licensed Architect" Member to the Lone Pine Architectural Design Review Board**

DEPARTMENTAL RECOMMENDATION:

Request appointment of Mr. Brian Webb to the Lone Pine Architectural Design Review Board, to serve as the "qualified licensed architect" member of the Board, pursuant to Section 18.69.020(B)(1) of the Inyo County Code.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

Inyo County Code Section 18.69.020 describes the required appointment of a qualified licensed architect to serve on the Lone Pine Architectural Design Review Board:

A. *There is created by this chapter an architectural design review Board to be composed of five persons appointed by the chairman with the consent of a majority vote of the Board of Supervisors. Each appointee shall be a qualified person capable of exercising sound and fair design judgments.*

B. *The members shall be:*

1.) A qualified licensed architect;

Mr. Rick Leslie had been serving in this position for a number of years, but is unable to continue his participation. As a result, a vacancy for this position was publically noticed, with Mr. Webb being the only qualified applicant. Mr. Webb is from the Lone Pine area and is licensed in California. Upon approval by your Board, Mr. Webb will serve a two year term.

ALTERNATIVES:

Do not appoint Mr. Webb.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

No impact. The Planning Department (Budget Unit No. 023800) funds costs of the Lone Pine Architectural Design Review Board.

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.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:
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:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 10-8-12

Attachments:

1.) Code Section 18.69.020: Architectural Design Review Board
2.) Public Notice of Vacancy on the Lone Pine Architectural Design Review Board
3.) Email from Brian Webb

BOARD OF SUPERVISORS PACKET

ATTACHMENT #1

18.69.020 Architectural design review board.

A. There is created by this chapter an architectural design review board to be composed of five persons appointed by the chairman with the consent of a majority vote of the board of supervisors. Each appointee shall be a qualified person capable of exercising sound and fair design judgments.

B. The members shall be:

1. A qualified licensed architect;

2. The director of the Inyo County department of public works;

3. A member of the planning commission or a professional city or regional planner;

4. A member of the Chamber of Commerce representing the town or locale in which the D district has been designated recommended jointly to the board of supervisors by that chamber of commerce and the planning commissioner representing the supervisorial district in which the D district has been designated;

5. A member of the public residing in the town or locale in which the D district has been designated, recommended jointly to the board of supervisors by the chamber of commerce representing that town or locale and the planning commissioner representing the supervisorial district in which the D district has been designated;

6. In the event the D district is designated in an area which is not represented by a chamber of commerce, the planning commissioner representing the supervisorial district in which the D district has been designated shall select the members required to be appointed by subsections (B)(4) and (B)(5) of this section from the owners of businesses in and the residents of that area, respectively, and shall recommend those persons to the board of supervisors.

C. Each member shall serve a term of two years, without compensation, except that two of the original appointees shall serve one year and three others shall serve three-year terms. (Ord. 987 § 2, 1998: Ord. 943 § 4 (part), 1994.)

BOARD OF SUPERVISORS PACKET

ATTACHMENT #2

BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

NOTICE OF VACANCY
ARCHITECTURAL DESIGN REVIEW BOARD

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting applications to fill one vacancy on the Architectural Design Review Board for Lone Pine, representing the licensed architect category and the Lone Pine Chamber of Commerce category, to complete a two year term ending August 19, 2014.

If you are interested in serving on the Architectural Design Review Board for Lone Pine and are a licensed architect, please submit your request for appointment on or before 5:00 p.m., September 14, 2012, to the Board of Supervisors at P. O. Box N, Independence, CA 93526.

Attention Legal Notices:

PLEASE PUBLISH IN THE September 4, 2012, issue of the Inyo Register.

BOARD OF SUPERVISORS PACKET

ATTACHMENT #3

Tanda Gretz

From: Pat Gunsolley
Sent: Thursday, October 04, 2012 8:32 AM
To: Tanda Gretz
Subject: RE: Arch. Design Review

Tanda:

No other response but from Mr. Webb.

Pat Gunsolley
Assistant Clerk of the Board
Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93526
(760) 878-0373 Office
(760) 878-2241 FAX
-----Original Message-----
From: Tanda Gretz
Sent: Tuesday, September 18, 2012 4:06 PM
To: Pat Gunsolley
Subject: FW: Arch. Design Review

Pat -

Will the below email suffice as a letter of application for the "Architect" member position on the Lone Pine Architectural Design Review Board, or do you want Mr. Webb to send you a more formal letter?

Thanks much,

- Tanda
Inyo Co. Planning

-----Original Message-----
From: bwgw@qnet.com [mailto:bwgw@qnet.com]
Sent: Tuesday, September 18, 2012 2:39 PM
To: Tanda Gretz
Subject: Re: Arch. Design Review

Quoting Tanda Gretz <tgretz@inyocounty.us>:

Dear Ms. Gretz - Thank you for your email and attachments. I would be happy to serve on the Board [if they will have me!]. Do you need me to make formal application? FYI my California Architect's License is
C5150 [current to 3/31'13]
Let me know if you need anything further.
Regards - Brian Webb

> Hello Mr. Webb -

>
>
>
> Attached are the items we talked about over the phone.
>
>
>
> Thanks much!
>
>
>
> - Tanda Gretz
>
> Inyo County Planning
>
>
>
>

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
7

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Approve Amendment No. 1 to the Contract for engineering services with Eastern Sierra Engineering of Reno, Nevada (ESE).

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Amendment No. 1 to the Contract between the County of Inyo Standard Contract No. 156 between the County of Inyo and ESE for engineering services in an amount not to exceed $13,600.00 for the Independence Town Roads Rehabilitation Project, increasing the total Contract amount from $31,780.00 to $45,380.00;

2. Authorize the chairperson to execute Amendment No. 1, contingent upon obtaining appropriate signatures, and upon adoption of the fiscal year 2012/2013 and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Public Works Department recently advertised for Statements of Qualifications from interested consultants to provide engineering services, including pavement investigation and materials testing services, for various Public Works projects on an as-needed basis. These projects are primarily state and federally funded road projects, but services may also be requested for other County-funded projects. The term of the initial Contract is for three years with the option to provide services for two additional one-year terms, subject to the conditions in the County's Standard Contract No. 156. The initial scope of work for this Contract was for materials testing services for the Sabrina Road Bridge Replacement Project, which ESE is currently providing.

The Public Works Department engineering staff is currently working on the design of the Independence Town Roads Rehabilitation Project. This project will reconstruct approximately 2.2 miles of roadway in Independence, including Market Street, Park Street, Rosedale Street, Clay Street, Jackson Street, and portions of Washington Street and Center Street. The center 24-foot width of the roadway will be pulverized and reused as base, and a 2- to 3-inch thick section of hot-mix asphalt will be installed over the center 24-foot width. A chip seal will then be applied over the entire roadway width. Portland concrete sidewalks ramps that are Americans with Disabilities Act compliant will be installed at intersections where there is existing sidewalk.

The Public Works Department has requested that ESE provide pavement investigation and pavement section design services for the project, and third-party review of the plans and specifications for the project. The Public Works Department does not have the equipment, laboratory facilities, or qualified staff to perform a pavement investigation. A third-party review will ensure that the plans and specifications will provide for a quality product. The pavement investigation will include coring the existing asphalt concrete to determine thickness, collecting samples of the subgrade, conducting laboratory testing to determine gradation, engineering properties, and strength characteristics, and determining optimal HMA thickness for the new HMA section. The cost of these services is estimated at $13,600.00.

This project is funded by the State Transportation Improvement Program (STIP). The project is also eligible for Toll Credits to fund the 11.47 percent match, so 100 percent of the project costs are reimbursable. Therefore, the Public Works Department is requesting that the board approve this Contract amendment.

ALTERNATIVES: The board could choose not to approve the amendment for pavement investigation and third-party review for the project. This is not recommended because the Public Works Department does not have the equipment, laboratory, or qualified personnel needed to perform these services. If the board elected not to approve the Contract, the Public Works Department would need to identify another consultant to perform pavement investigation, which would result in delays and adverse impacts to the project. If no pavement investigation were performed, an adequate design of the pavement section could not be completed, potentially resulting in a substandard product. Additionally, design of the project must be completed by November. A Contract for construction of the project must be awarded by March 31, 2013, or the STIP funding for construction will be rescinded.

OTHER AGENCY INVOLVEMENT:
The auditor's office to make payments to the consultant;
County counsel to review and approve Amendment No. 1;
Caltrans to reimburse the county for project costs as described below.

FINANCING: The project is funded by STIP, which will reimburse the county for 100 percent of the engineering and construction costs of the project. The project is eligible for Toll Credits, which will fund the match for the project. Section 1044 of the Intermodal Surface Transportation Efficiency Act permits states to apply the value of certain highway expenditures funded with toll revenues toward the required state match on current federal-aid projects. The STIP will reimburse the county for 88.53 percent of the project and the Toll Credits Program will pay the remaining 11.47 percent match.

The cost of for engineering services will be paid through budget unit 034601, State Funded Roads, object code 5733, Independence Town Rehabilitation. STIP procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with STIP and Toll Credits funds. The cost for engineering services has been included in the Department Requested Budget for 2012/2013.

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: [signature] Date 9/24/12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: [signature] Date 10/10/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [signature] Date: 10/10/12

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE INDEPENDENCE TOWN ROADS REHABILITATION PROJECT

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eastern Sierra Engineering of Reno, Nevada (hereinafter referred to as "Consultant"), have entered into an Agreement for the Provision of engineering services dated June 15, 2012, on County of Inyo Standard Contract No. 156, for the term from June 15, 2012 to June 15, 2015.

WHEREAS, County and Consultant 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 Consultant hereby amend such Agreement as follows:

2. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

   "The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed Forty-Five Thousand, Three Hundred Eighty Dollars and No Cents ($45,380.00) (hereinafter referred to as "Contract limit").

3. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for engineering services for the Independence Town Roads Rehabilitation Project as described in Eastern Sierra Engineering's proposal entitled *Pavement Investigation, Independence Roads Rehabilitation Project* which is included in Attachment A1 to the Contract.

4. Eastern Sierra Engineering's fees for the scope of work described in Attachment A1 to the Contract shall be the fees described in Eastern Sierra Engineering's proposal entitled *Pavement Investigation, Independence Roads Rehabilitation Project* which is included as Attachment B1 to the Contract.

The effective date of this amendment to the Agreement is October 2, 2012.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE INDEPENDENCE TOWN ROADS REHABILITATION PROJECT

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

COUNTY OF INYO

By: _____

Dated: _____

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

CONSULTANT

By: _____

Dated: _____

Taxpayer's Identification Number:

_____

ATTACHMENT A1

AGREEMENT BETWEEN COUNTY OF INYO
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE INDEPENDENCE TOWN ROADS REHABILITATION PROJECT

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCOPE OF WORK:

The scope of work described in the original Contract, dated June 15, 2012, is revised to include additional tasks required for engineering services for the Independence Town Roads Rehabilitation Project. The scope of services and estimated fee for these services shall be in general accordance with Eastern Sierra Engineering's proposal entitled *Pavement Investigation; Independence Roads Rehabilitation Project* dated September 18, 2012 which is included in Attachment A1 to this amendment.

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

September 18, 2012

12.1.35

Lynn Flanigan, P.E.
Senior Engineer
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

Pavement Investigation
Independence Roads Rehabilitation Project

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for Pavement Investigation Services for work associated with the Independence Roads Rehabilitation Project located in Independence, California. This proposal is based on our discussions on 9/12/12 and the preliminary drawings prepared by Inyo County (County) dated 5/1/12. We understand the County will prepare final plans and specifications for the reconstruction/rehabilitation of approximately 2.2 miles of city streets within Independence to be constructed during the 2013 construction season. Most of the roadways are approximately 60 feet wide. The rehabilitation strategy will include pulverizing the center 24 feet of existing asphalt concrete, blend with the native subgrade material, install new asphalt concrete for the center 24 feet and then apply a chip seal to the entire width of the pavement. ESE anticipates coring the existing asphalt concrete in approximately 20 locations to identify existing pavement thickness and obtaining subgrade samples for laboratory testing. ESE will provide a flexible pavement design to be used by the County in preparation of the project plans and specifications. ESE will also perform a review and provide comments and recommendations on the plans and specifications prepared by the County. ESE anticipates the following services will be required for this project:

- ESE will locate each core and will contact USA to clear each core location of underground utilities.
- ESE will use a six inch diameter core barrel to core the existing pavement and obtain samples of the subgrade material. Core holes will be backfilled with native material and topped with a non-shrink grout.
- Conduct laboratory testing on representative soil samples obtained from the core holes to classify material and identify soil engineering properties. Laboratory testing will include moisture content (ASTM D2216), particle size analysis (ASTM 136) and Atterberg limits (ASTM 4318) to determine the soil classification per UCS. We will also perform

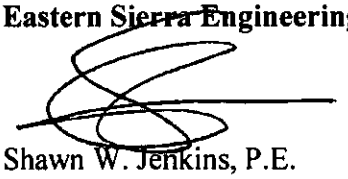
Resistance Value (ASTM D2844) testing on selected samples to determine strength characteristics.

- Prepare one typed letter report summarizing ESE's field observations, existing asphalt concrete thickness, laboratory test data, soil classification and flexible pavement thickness design.
- Review and provide comments and recommendations on the plans and specifications prepared by the County.

Fees for ESE's services would be provided on a time and expense basis utilizing the rates shown in the attached Estimate Cost Summary. With the scope outlined above we estimate the fees for our services to be $13,600. The attached Estimated Cost Summary presents a breakdown of our estimate. The actual costs could be higher or lower than presented as they are directly influenced by project scheduling, workmanship and material quality, weather and other factors out of our direct control.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.



Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: Estimated Cost Summary

ATTACHMENT B1

AGREEMENT BETWEEN COUNTY OF INYO
Eastern Sierra Engineering
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE INDEPENDENCE TOWN ROADS REHABILITATION PROJECT

TERM:

FROM: June 15, 2012 **TO:** June 15, 2015

SCHEDULE OF FEES:

Eastern Sierra Engineering's fees for the scope of work described in Attachment A1 to the Contract shall be the fees described in the *Estimated Cost Summary* table in Eastern Sierra Engineering's proposal entitled *Pavement Investigation, Independence Roads Rehabilitation Project* which is included as Attachment B1 to Amendment No. 1.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A, *Scope of Work.*

The fee and hours summary shown in Attachment B1 are estimates of probable costs, and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the consultant. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

Estimated Cost Summary
Pavement Investigation
Independence Road Rehabilitation Project

Item		Labor				Laboratory Testing		
		Principal Engineer	Project Engineer	Senior Tech	Travel	Quantity	Unit Price	Total Price
		$ 130/hr	$ 115/hr	$ 100/hr	$ 70/hr			
Field Investigation								
USA Locate		8		8	8			
Exploration				16	4			
Laboratory Testing								
Sieve Analysis						12	$ 80.00	$ 960.00
Atterberg Limits						12	$ 85.00	$ 1,020.00
Moistures						12	$ 20.00	$ 240.00
R-Value						6	$ 230.00	$ 1,380.00
Analysis/Letter Report		4	12	14				
Review/Comment Plans and Specs		8	12					
Total Hours		20	24	38	12			
Total Cost		**$ 2,600**	**$ 2,760**	**$ 3,800**	**$ 840**			**$ 3,600**

Total Engineering Cost	$ 10,000
Total Laboratory Testing	$ 3,600
Total Estimated Project Cost	**$ 13,600**

EASTERN SIERRA ENGINEERING

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER 8

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Acceptance of Easement for Old State Highway in Keeler

DEPARTMENTAL RECOMMENDATIONS:

1. Accept Easement from Samuel R. Wasson and Theona D. Wasson for Old State Highway in the community of Keeler; and
2. Authorize the Chairman to sign the Accomodation Recording Instructions; and
3. Authorize the Chairman to sign the attached Resolution and any other documents associated with aceptance of this Easement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Old State Highway within Keeler is in the County's system of maintained roads. Old State Highway appears to have been a county road prior to the development of the State Highway System. It was adopted as a state highway, and after State Highway 136 was realigned, it was relinquished back to the County. We have not been able to identify a document that provides a right to the use of the easement; however, the County has a prescriptive right to the easement. The extension of this road is the Olancha Dump Road and provides access to the transfer station that serves the Keeler area. The pavement on the Olancha Dump Road from the town to the transfer station has deteriorated to the point that it is perceived to be an unpaved road. Members of the community applied to the Great Basin Unified Air Pollution Control District for funding from the Clean Air Projects Program to resurface the portion of the road to the road to the transfer station. The repaving will extend into the community on Old State Highway. As a part of the repaving project we discussed obtaining an easement for Old State Highway within the community of Keeler. It was initially indicated that the County did not need an easement. The County has since learned that of a portion of the property that the road crosses will be transferred to the Keeler Community Services District. In light of the pending property transfer, it was agreed at the staff level that the easement should be legally documented. This particular easement is offered to the County by Samuel R. Wasson and Theona D. Wasson with no cost other than the time to review and process the easement. This easement is a width of 60 feet and approximates the prescriptive right of way.

ALTERNATIVES:

Your Board could choose to reject this offer of dedication. This is not recommended because now appears to be an appropriate opportunity to document the easement.

OTHER AGENCY INVOLVEMENT:

County Counsel
County Recorder to record documents
Great Basin Unified Air Pollution Control Board

FINANCING:

There are no costs to the County for this action other than the staff costs to prepare the documents and prepare and review this request.

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: NAS Date 10/11/12
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) _____ FOR DOUG WILSON Date: 10/11/12

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS FOR ACCEPTANCE OF EASEMENTS FOR ROAD PURPOSES

WHEREAS, the Great Basin Unified Air Pollution Control District (GBUAPCD) worked with the County and property owners to fund the materials to pave a portion of the Old State Highway; and

WHEREAS, through that process, the owners of two parcels along the road are offering easements to the County for road purposes; and

WHEREAS, Samuel R. Wasson and Theona D. Wasson have offered an easement deed of a portion of Parcel 31-075-07; and

WHEREAS, the easements generally are for the land presently utilized as a prescriptive easement for the Old State Highway.

NOW, THEREFORE, BE IT RESOLVED that the easement offered by Samuel R. Wasson and Theona D. Wasson is accepted by the Inyo County Board of Supervisors.

PASSED AND ADOPTED THIS _____ DAY OF OCTOBER, 2012, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Marty Fortney, Chairman
Chairperson, Inyo County Board of Supervisors

Attest: KEVIN D. CARUNCHIO
Clerk of the Board

by: _____

Patricia Gunsolley, Assistant

SERVING INYO AND MONO COUNTIES
SINCE 1913

873 NORTH MAIN STREET
BISHOP, CA 93514
(760) 873-5821 Phone
(760) 873-7804 Fax
CCORTEZ@INYOMONOTITLE.COM

ACCOMMODATION RECORDING INSTRUCTIONS

TO: **INYO-MONO TITLE COMPANY**

Date:	July 10, 2012	
Accommodation No.:	52698	
Escrow Officer:	CHRIS CORTEZ	CCORTEZ@INYOMONOTITLE.COM

Customer Name and address:

SAMUEL R. WASSON
THEONA D. WASSON
2638 SIERRA VISTA WAY
BISHOP, CA 93514

The following document(s) are handed to you for recording in the office of the county recorder of INYO county, State of CA, as an accommodation only.

You are not to issue any title insurance policy in regard to those documents or the land described herein, if any. The undersigned understand and hereby agree that Inyo-Mono Title Company has made no representation and does not assume any liability or responsibility of any kind whatsoever as to the validity or effect of any of the subject documents or any provision contained therein.

You are to make no demand in connection therewith, and you are relieved of any liability and responsibility as to the condition of title to the property herein described and as to the validity, sufficiency and effect of said documents.

It is understood that the following recital will be affixed to the document prior to recording:

This document is filed for record by Inyo-Mono Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title. No liability is assumed.

No Documentary Transfer Tax is to be paid unless so indicated below. We understand there is no charge for this service other than recording fees, document preparation, Documentary Transfer Tax, and any other charges incurred by your company.

Document Description:	EASEMENT DEED
Dated Date of Document:	July 10, 2012
Documentary Transfer Tax:	$0.00
Document Preparation Fee:	$100.00
Recording Fee:	$23.00

SAMUEL R. WASSON

THEONA D. WASSON

KEELER COMMUNITY SERVICE DISTRICT

BY: _____
JOHN DUKES, CHAIRMAN

BY: _____
MYRNA TEW, SECRETARY

COUNTY OF INYO

BY: _____

NAME: _____

ITS: _____

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Inyo County Road Department
PO Drawer Q
Independence, CA 93526

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 31-070-07

EASEMENT DEED

THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax – NONE
County of Inyo EXEMPT – Rev. & Tax. C.A. 11922
NO FEE – COUNTY BUSINESS – Gov, Code 6103

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Samuel R. Wasson and Theona D. Wasson, Grantor, **HERBY GRANTS** to the **COUNTY OF INYO,** a body politic and political subdivision of the State of California, Grantee, a permanent easement in and to the real property situate, lying and being in the County of Inyo, State of California, described in Exhibit A and shown on Exhibit B attached and made a part hereof by reference.

THE PURPOSE(S) OF THE EASEMENT shall be for street right of way, including sidewalks and appurtenances, and to erect, install, construct, remove, repair, replace, reconstruct, maintain and use, for public service purposes, and any and all materials, fixtures, appliances, equipment, pipes, pipelines, wires, cables, including fiber optics, necessary for the transmission, distribution and delivery of electricity, water, sewer, storm water, gas, cable television, communications, and information service utilities over, along, upon, under and across the parcel of real property described in Exhibit A and shown on Exhibit B.

GRANTOR FURTHER GRANTS TO GRANTEE the right to:

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control the planting, trimming, maintenance and /or removal of any trees or other plants within said easement; and
3. Enter upon said easement for the purpose of construction, replacement, maintenance and repair of any and all public service facilities and appurtenances with said easement. Grantee shall have the further right to pass through the contiguous real property of the Grantor for access to the easement.

Date: October 1, 2012

As the owner(s) of said property:

Samuel R. Wasson

Theona D. Wasson

State of California
County of Inyo } SS.

On October 1, 2012, before me, Christine Cortez, a Notary Public, personally appeared Samuel R. Wasson and Theona D. Wasson

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

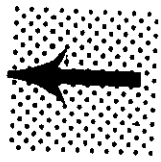
WITNESS my hand and official seal

Christine Cortez

Signature of Notary

(Seal)

CHRISTINE CORTEZ
COMM. # 1895953
NOTARY PUBLIC - CALIFORNIA
INYO COUNTY
COMM. EXPIRES AUG. 14, 2014



CLERK OF THE BOARD'S CERTIFICATE

On motion of Supervisor _____, duly seconded and carried, it is ordered that the above grant of easement is hereby _____ on behalf of the public and the County of Inyo. The Clerk of the Board is directed to certify hereon that the foregoing order was adopted by the Board of Supervisors at a meeting of said Board held _____, 20____.

Dated:_____

Kevin Carunchio
Clerk of the Board of Supervisors.

EASEMENT FOR ROAD PURPOSES

LEGAL DESCRIPTION

THAT PORTION OF BLOCK 16 OF THE KEELER MAP RECORDED IN BOOK 1, PAGE 37 OF MAPS IN THE OFFICE OF COUNTY RECORDER, SECTION 5, TOWNSHIP 17 SOUTH, RANGE 38 EAST, MOUNT DIABLO MERIDIAN AND BASE, COUNTY OF INYO, STATE OF CALIFORNIA, AS DEPICTED ON EXHIBIT A, AND BEING 30 FEET ON EACH SIDE OF CENTER LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 5/8" REBAR AND PLASTIC CAP TAGGED COUNTY SURVEYOR, LS 3773, AT THE INTERSECTION OF LINCOLN STREET AND YERINGTON AVENUE DEPICTED ON RECORD OF SURVEY NO. 04-006, RECORDED IN BOOK 16 OF RECORED OF SURVEY MAPS AT PAGE 23, OF THE OFFICIAL RECORDS OF SAID COUNTY;

THENCE S 53° 13' 52 W, 35 FEET TO THE NORTHWESTERLY LINE OF LOT 16, BLOCK 16 OF SAID KEELER MAP,

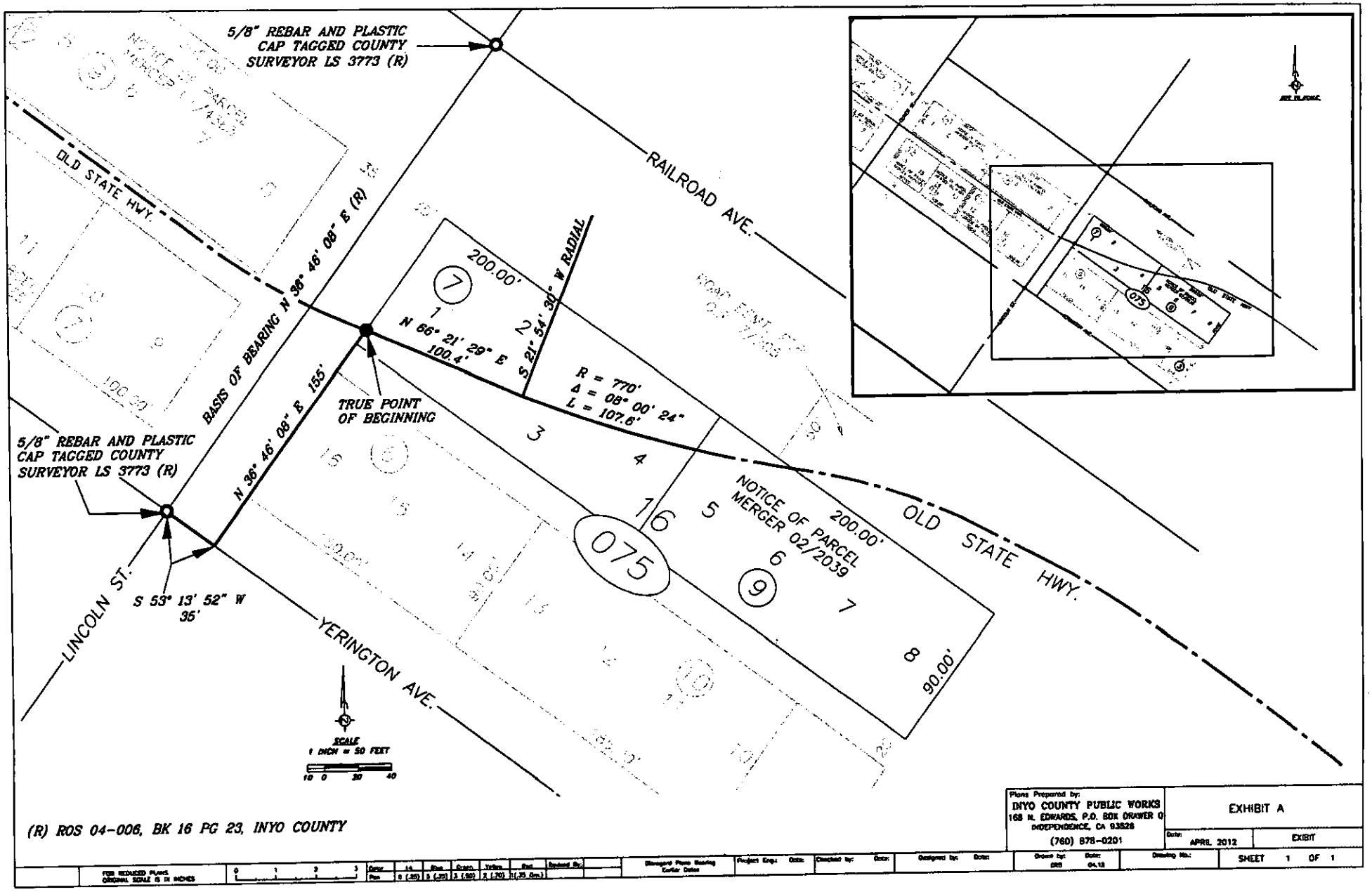
THENCE N 36° 46 '08" E, 155 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE N 66° 21' 08" E, 100.4 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 770 FEET, CENTRAL ANGLE OF 08° 00' 24", AND A RADIAL BEARING OF N 21° 54' 30" E;

THENCE ALONG SAID CURVE A DISTANCE OF 107 FEET TO THE EASTERLY LINE OF LOT 4, BLOCK 16 OF SAID KEELER MAP.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS N 36° 46' 08" E BETWEEN THE INTERSECTION OF LINCOLN STREET AND YERINGTON AVENUE AND THE INTERSECTION OF LINCOLN STREET AND RAILROAD AVENUE AS DEPICTED ON SAID RECORD OF SURVEY NO. 04-006.

END OF DESCRIPTION



Plans Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. EDWARDS, P.O. BOX DRAWER O
INDEPENDENCE, CA 93526
(760) 878-0201

EXHIBIT A

Date: APRIL 2012 | EXIBIT

SHEET 1 OF 1

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
9

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Acceptance of Easment for Old State Highway in Keeler

DEPARTMENTAL RECOMMENDATIONS:

1. Accept Easement from Glenn W. Young and Sherry L Cosgrove for Old State Highway in the community of Keeler.
2. Authorize the Chairman to sign the attached Resolution and any other documents associated with acceptance of this Easement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Old State Highway within Keeler is in the County's system of maintained roads. Old State Highway appears to have been a county road prior to the development of the State Highway System. It was adopted as a state highway, and after State Highway 136 was realigned, it was relinquished back to the County. We have not been able to identify a document that provides a right to the use of the easement; however, the County has a prescriptive right to the easement. The extension of this road is the Olancha Dump Road and provides access to the transfer station that serves the Keeler area. The pavement on the Olancha Dump Road from the town to the transfer station has deteriorated to the point that it is perceived to be an unpaved road. Members of the community applied to the Great Basin Unified Air Pollution Control District for funding from the Clean Air Projects Program to resurface the portion of the road to the road to the transfer station. The repaving will extend into the community on Old State Highway. As a part of the repaving project we discussed obtaining an easement for Old State Highway within the community of Keeler. It was initially indicated that the County did not need an easement. The County has since learned that of a portion of the property that the road crosses will be transferred to the Keeler Community Services District. In light of the pending property transfer, it was agreed at the staff level that the easement should be legally documented. This particular easement is offered to the County by Glenn W. Young and Sherry L. Cosgrove with no cost other than the time to review and process the easement. This easement is a width of 30 feet on the northeasterly side of the centerline of the road and 20 feet in the southwesterly side of the centerline. This right of way configuration approximates the prescriptive right of way and does not encroach on improvements on the property.
A future item is anticipated to accept an easement on the adjacent parcel.

ALTERNATIVES:

Your Board could choose to reject this offer of dedication. This is not recommended because now appears to be an appropriate opportunity to document the easement.

OTHER AGENCY INVOLVEMENT:

County Counsel
County Recorder to record documents
Great Basin Unified Air Pollution Control Board

FINANCING:

There are no costs to the County for this action other than the staff costs to prepare the documents and prepare and review this request.

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: yes Date 10/9/12
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) _____ FOR DOUG WILSON Date: 10/11/12

RESOLUTION NO. 2012-____

A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS, FOR ACCEPTANCE OF EASEMENTS FOR ROAD PURPOSES

WHEREAS, the Great Basin Unified Air Pollution Control District GBUAPCD) worked with the County and property owners to fund the materials to pave a portion of the Old State Highway; and

WHEREAS, through that process, the owners of two parcels, along the road are offering easements to the County for road purposes; and

WHEREAS, Glenn W. Young and Sherry L. Cosgrove have executed an easement deed a portion of Parcel 31-075-07; and

WHEREAS, the easements generally are for the land presently utilized as a prescriptive easement for the Old State Highway

NOW THEREFORE BE IT RESOLVED, that the easement offered by Glenn W. Young and Sherry L. Cosgrove is accepted by the Inyo County Board of Supervisors.

PASSED AND ADOPTED THIS _____ DAY OF OCTOBER, 2012, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Marty Fortney, Chair
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
CLERK OF THE BOARD

By: _____
Assistant

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Inyo County Road Department
PO Drawer Q
Independence, CA 93526

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 031-075-09

EASEMENT DEED

THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax – NONE
County of Inyo EXEMPT – Rev. & Tax. C.A. 11922
NO FEE – COUNTY BUSINESS – Gov, Code 6103

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Glenn W. Young and Sherry L. Cosgrove , Grantor, **HEREBY GRANTS** to the **COUNTY OF INYO,** a body politic and political subdivision of the State of California, Grantee, a permanent easement in and to the real property situate, lying and being in the County of Inyo, State of California, described in Exhibit A and shown on Exhibit B attached and made a part hereof by reference.

THE PURPOSE(S) OF THE EASEMENT shall be for street right of way, including sidewalks and appurtenances, and to erect, install, construct, remove, repair, replace, reconstruct, maintain and use, for public service purposes, and any and all materials, fixtures, appliances, equipment, pipes, pipelines, wires, cables, including fiber optics, necessary for the transmission, distribution and delivery of electricity, water, sewer, storm water, gas, cable television, communications, and information service utilities over, along, upon, under and across the parcel of real property described in Exhibit A and shown on Exhibit B.

GRANTOR FURTHER GRANTS TO GRANTEE the right to:

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control the planting, trimming, maintenance and /or removal of any trees or other plants within said easement; and
3. Enter upon said easement for the purpose of construction, replacement, maintenance and repair of any and all public service facilities and appurtenances with said easement. Grantee shall have the further right to pass through the contiguous real property of the Grantor for access to the easement.

Date: 9/24/12

As the owner(s) of said property:

Glenn W Young

Sherry L. Cosgrove

State of California
County of Inyo } SS.

On this 24th day of Sept, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

GLENN W YOUNG & SHERRY L COSGROVE

, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are/is subscribed the within instrument and acknowledged that he/she/they executed the same.

Kathleen Jo New
Signature of Notary

(Seal)

KATHLEEN JO NEW
COMM. # 1848029
NOTARY PUBLIC - CALIFORNIA
INYO COUNTY
MY COMM. EXP. JUN. 4, 2013

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Inyo

On Sept 24, 2012 (Date) before me, Kathleen Jo New, Notary Public (Here Insert Name and Title of the Officer)

personally appeared GLENN W YOUNG & SHERRY L DOSGROVE (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen Jo New (Signature of Notary Public)

KATHLEEN JO NEW
COMM. # 1848029
NOTARY PUBLIC - CALIFORNIA
INYO COUNTY
MY COMM. EXP JUN. 4, 2013

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

CLERK OF THE BOARD'S CERTIFICATE

On motion of Supervisor _____, duly seconded and carried, it is ordered that the above grant of easement is hereby _____ on behalf of the public and the County of Inyo. The Clerk of the Board is directed to certify hereon that the foregoing order was adopted by the Board of Supervisors at a meeting of said Board held _____, 20____.

Dated:_____

Kevin Carunchio
Clerk of the Board of Supervisors.

EXHIBIT A

EASEMENT FOR ROAD PURPOSES

LEGAL DESCRIPTION
APN 031-075-09

THAT PORTION OF BLOCK 16 OF THE KEELER MAP RECORDED IN BOOK 1, PAGE 37 OF MAPS IN THE OFFICE OF COUNTY RECORDER, SECTION 5, TOWNSHIP 17 SOUTH, RANGE 38 EAST, MOUNT DIABLO MERIDIAN AND BASE, COUNTY OF INYO, STATE OF CALIFORNIA, AS DEPICTED ON **EXHIBIT** B, AND BEING 30 FEET ON THE NORTHERLY SIDE OF CENTER LINE AND 20 FEET ON THE SOUTHERLY SIDE OF THE CENTER LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 5/8" REBAR AND PLASTIC CAP TAGGED COUNTY SURVEYOR, LS 3773, AT THE INTERSECTION OF LINCOLN STREET AND YERINGTON AVENUE DEPICTED ON RECORD OF SURVEY NO. 04-006, RECORDED IN BOOK 16 OF RECORDED OF SURVEY MAPS AT PAGE 23, OF THE OFFICIAL RECORDS OF SAID COUNTY;

THENCE S 53° 13' 52 W, 35 FEET TO THE NORTHWESTERLY LINE OF LOT 16, BLOCK 16 OF SAID KEELER MAP,

THENCE N 36° 46 '08" E, 155 FEET;

THENCE N 66° 21' 08" E, 100.4 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 770 FEET, CENTRAL ANGLE OF 08° 00' 24", AND A RADIAL BEARING OF N 21° 54' 30" E;

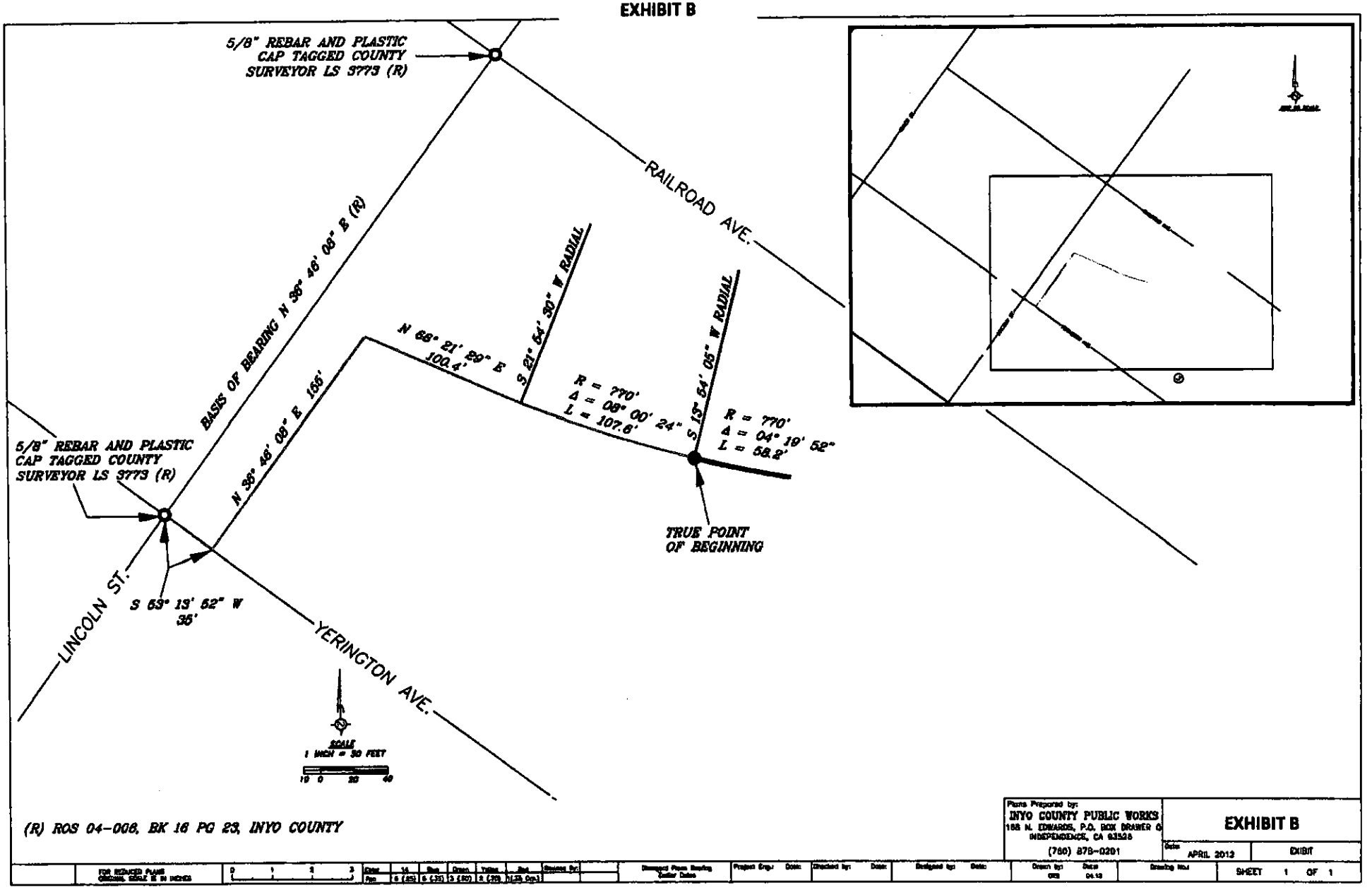
THENCE ALONG SAID CURVE A DISTANCE OF 107 FEET TO THE EASTERLY LINE OF LOT 4, BLOCK 16 OF SAID KEELER MAP WHICH IS THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 770 FEET, CENTRAL ANGLE OF 04° 19' 52", AND A RADIAL BEARING OF N 13° 54' 05" E AND THE **TRUE POINT OF BEGINNING.**

THENCE ALONG SAID CURVE A DISTANCE OF 58.2 FEET TO THE NORTHERLY LINE OF LOT 5, BLOCK 16 OF SAID KEELER MAP.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS N 36° 46' 08" E BETWEEN THE INTERSECTION OF LINCOLN STREET AND YERINGTON AVENUE AND THE INTERSECTION OF LINCOLN STREET AND RAILROAD AVENUE AS DEPICTED ON SAID RECORD OF SURVEY NO. 04-006.

END OF DESCRIPTION

EXHIBIT B



(R) ROS 04-008, BK 16 PG 23, INYO COUNTY

Plans Prepared by:
INYO COUNTY PUBLIC WORKS
168 N. EDWARDS, P.O. BOX DRAWER G
INDEPENDENCE, CA 93526
(760) 878-0201

EXHIBIT B

Date APRIL 2013 | EXHIBIT

SHEET 1 OF 1

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public He
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
10

FROM: Road Department

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Award of Contract for the Provision of Liquid Asphalt Products

DEPARTMENTAL RECOMMENDATIONS:

(1) Request Board award the contract for the Provision of Liquid Asphalt Products, to Environmental Concepts, of Tehachapi, CA in an amount not to exceed $148,420.55, for the period from October 10, 2012 to December 31, 2012, and authorize the Board Chairperson to sign, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

When funding allows, the Road Department obtains bids from suppliers of liquid asphalt products to be used for road maintenance and repairs. Typically, these materials are used for pavement surface treatments such as chip seals, sand seals and crack sealing. The bids were opened on October 3, 2012, and only one bid was received:

Environmental Concepts $148,420.55

The Road Department and County Counsel have reviewed the bid and found it to be responsive.

The bid total that was submitted by Environmental Concepts is consistent with the Road Department's estimate. For bidding purposes, the Road Department estimated that as much as 145 tons of liquid asphalt materials may be needed. Most of this material would be used for Prop 1B chip sealing and paving projects, with a small amount to be used for routine maintenance such as crack sealing. Since the 2012/2013 Road Department Budget includes $1,820,565 for road maintenance materials, the Road Department recommends that a contract for provision of liquid asphalt products be awarded to Environmental Concepts in the amount of $148,420.55.

Because of the price volatility in oil and oil related products, the Road Department has choosen to limit the duration of this contract.

ALTERNATIVES:

(1) The Board could choose not to award the contract. This is not recommended, since the materials are needed to perform necessary road maintenance and Prop 1B projects that were approved by the Board of Supervisors. If the contract is not awarded, the Road Department would need to readvertise the Bid Package which would delay maintenance work and could result in less favorable bids, as well as a delay in getting projects completed.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the bids and approval of the Contract.
Auditor's Office for approval of the Contract and payment of invoices.
Risk Manager for approval of the Contract.

FINANCING:

The material will be paid for from the Road Department Budget 034600, Object Code 5309 Road Material. The Road Department will bill State Funded Road Budget 034601, Object Code 4824 for reimbursement for the cost of material that is used for Prop 1B chip seal projects. This currently is an eligible expenditure of Prop 1B funds, which are located in the fund balance in State Funded Road. Material used for routine maintance, such as crack sealing, will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

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: Yes Date 10/8/12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: Yes Date 10/10/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: _____

ROAD DEPARTMENT
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0201
(760) 878-2001 FAX

County of INYO

DOUG WILSON, Interim Public Works Director
ROBERT BROWN – Road Superintendent

September 26, 2012

Addendum No 1.

Project: Standard Contract No **116**
Bid for Provision of Liquid Asphalt Products Fall, 2012

To: ALL BIDDERS:

Please include Addendum No. 1 as part of the Standard Contract **116,** Liquid Asphalt Bid 2012 and Acknowledge this Addendum by signing and including as part of your bid: Failure to submit this addendum with your bid will disqualify you from the Stand Contract No. 116.

1. Inyo County Road Department is reducing the initial term of this contract. The new term of the contract will be from October 10, 2012 through and including December 30, 2012.

   We here Acknowledge Addendum No. 1 and have considered the shorter tem in our bid proposal.

Nancy Davis 10/1/2012
Signature of Bidder and Date

Sincerely,

Bob Brown, Road Superintendent

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL CONCEPTS
FOR THE PROVISION OF LIQUID ASPHALT PRODUCTS **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the LIQUID ASPHALT PRODUCTS services of ENVIRONMENTAL CONCEPTS of TEHACHAPI, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by DOUG WILSON, whose title is: INTERIM 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 OCTOBER 10, 2012 to DECEMBER 31, 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 $ 148,420.55 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
ROAD	Department
PO DRAWER Q	Street
INDEPENDENCE, CA 93526	City and State

Contractor:	
ENVIRONMENTAL CONCEPTS	Name
27801 HALE COURT	Street
TEHACHAPI, CA 93561	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 ENVIRONMENTAL CONCEPTS
FOR THE PROVISION OF LIQUID ASPHALT CONCEPTS **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONTRACTOR

By:_____
Signature

_____
Print or Type

Dated:_____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL CONCEPTS
FOR THE PROVISION OF LIQUID ASPHALT CONCEPTS **SERVICES**

TERM:

FROM: OCTOBER 10, 2012 **TO:** DECEMBER 31, 2012

SCOPE OF WORK:

ATTACHMENT A

SCOPE OF WORK / SPECIFICATIONS
TERM
From: October 10, 2012 To: June 30, 2013

The successful bidder shall furnish to the County of Inyo the materials, equipment, labor and related services, as set forth in Attachment B, Schedule of Fees, in accordance with the specifications set forth below.

1. MATERIAL

The requirements and specifications for Asphalt Emulsion shall conform to Section 94 of the Standard Specifications, State of California, Department of Transportation ("Caltrans Specifications"), and/or the latest issue.

On delivery, the Contractor shall furnish a certified analysis test report, in duplicate, showing that the material in each shipment conforms to all specification requirements. If the material, when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. No payment will be made by the County for any portion of material already used that is found to fail to meet specification requirements by those tests.

2. DELIVERY

2.1 Tank trucks and tank trailers shall be insulated against heat loss when used to transport asphalt emulsion. The temperature of the asphalt emulsion when delivered on the work site shall be above the minimum specified in the Caltrans Specifications or as required to secure accurate and uniform application and penetration.

2.2 The distributor truck shall be equipped with an accurate thermometer suitable for determining the temperature of the bituminous binder being applied.

2.3 When requested, material will be supplied on a one-person distributor truck that shall be equipped with tachometer and pressure gauges. Spray bars shall be of the full circulating type and a quick-shutoff valve shall control each spray nozzle. The spray bar valves may be quickly opened or closed in one operation. Spray bars shall be capable of providing a uniform application of material over a width of twelve feet (12'). The distributor truck shall be capable of accurately and uniformly applying material at the rate specified between the limits of 1/20 to 1 gallon per square yard. Trucks with leaky valves or connections or faulty sprays will not be permitted on the work.

The use of gravity distributor trucks will not be permitted.
In order to secure uniform distribution of material at the junction of two applications, the truck shall be promptly stopped when the uniform flow decreases. In the application, if any spots are missed, bituminous binder shall be applied to those spots by some means that will insure the application being made at the specified rates.

2.4 A certificate of Load Weight will be required for each delivery.

2.5 Time of delivery is to be agreed upon when orders are placed. Contractor shall accept telephone orders. Telephone orders will be binding on Contractor, however, written purchase orders will be issued confirming the order. When delay in delivery is caused by failure of Contractor's equipment or operations, the County may recover damages or costs from the Contractor at the rate of thirty dollars ($30.00) per hour for the first hour and sixty dollars ($60.00) per hour for each succeeding hour, until Contractor notifies the County of the amount of delay and/or the new delivery time.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL CONCEPTS
FOR THE PROVISION OF LIQUID ASPHALT PRODUCTS **SERVICES**

TERM:

FROM: OCTOBER 10, 2012 **TO:** DECEMBER 31, 2012

SCHEDULE OF FEES:

ATTACHMENT B

SCHEDULE OF FEES / LIQUID ASPHALT PRODUCTS BID

The amounts set forth below in this Schedule of Fees are prices for the listed products to be provided to the County of Inyo in accordance with the specifications of Attachment A and other Contract Documents:

This Schedule of Fees shall be:

a) For furnishing, supplying and delivering to the County of Inyo, a total of approximately 145 tons of liquid asphalt for chip seals as necessary and required by the County of Inyo in full conformance with the Notice Inviting Bids and the Specifications attached hereto and made a part thereof.

b) For delivery in truck and trailer quantities to any of the specified points given below.

GRADE	PRICE PER TON	SALES TAX 7.75%	TOTAL
PMPS (Pass) or Styraflex CS Or Equivalant	$ 885	+ 68.59	= 953.59

Free spreading time: Ø hours.

Minimum Spreading Charge: $ 195 per hour.

Free unloading time: 1 hours.

Standby time charge: $ 125 per hour.

Overnight Charge: $ 200 per night.

Above Prices are FOB Refinery

SEPARATE FROM PRICE PER TON

FREIGHT CHARGES PER TON TO EACH OF THE FOLLOWING LOCATIONS:

Bishop, CA:	$ 70
Big Pine, CA:	$ 62
Independence, CA:	$ 55
Lone Pine, CA:	$ 52

BID TOTAL COMPUTATION

LIQUID ASPHALT PRODUCTS

Delivered to:	Amount in Tons	Price per Ton Including Freight	Subtotal
		SALES TAX N.D. INCLD	
PMPS (Pass) or Styraflex CS Or Equivalant			
Bishop	120	$ 1023.59 N.D.	$ 122,830.80
Big Pine	0	$ _____	$ _____
Independence	0	$ _____	$ _____
Lone Pine	0	$ _____	$ _____
Styraflex FB or Equivalant			
Bishop	25	$ 1023.59 N.D.	$ 25,589.75
		Bid Total	$ 148,420.55

This "Bid Total" amount is the amount to be placed in Paragraph 5 of the Bid Proposal Form and constitutes the amount bid by the Bidder. The sole purpose of the "Bid Total" is to serve as a measure pursuant to which the County evaluates Contractor's bid in relation to other bids received. The "Bid Total", is not intended and shall not be construed as the minimum or maximum amount payable by County, or as a representation of the grade, quantity or any other limitation on material the County may order, pursuant to the Agreement.

This Bid was received on Oct 3, 2012 at 3:30 p.m.
ATTEST: Kevin D. Carunchio
County Administrative Officer and Clerk of the Board
Inyo County, California
By _____
Assistant

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL CONCEPTS
FOR THE PROVISION OF LIQUID ASPHALT PRODUCTS **SERVICES**

TERM:

FROM: OCTOBER 10, 2012 **TO:** DECEMBER 31, 2012

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND ENVIRONMENTAL CONCEPTS
FOR THE PROVISION OF LIQUID ASPHALT PRODUCTS **SERVICES**

TERM:

FROM: OCTOBER 10, 2012 **TO:** DECEMBER 31, 2012

SEE ATTACHED INSURANCE PROVISIONS

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

11

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Approve Filling Vacant Senior Engineer

DEPARTMENTAL RECOMMENDATIONS:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:
A) the availability of funding for the requested position comes from the Public Works Budget, as certified by the Interim Public Works Director, and concurred with by the County Administrator and the Auditor-Controller;
B) where internal candidates meet the qualifications for the position of Senior Engineer, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
C) Approve the hiring of one Senior Engineer Range 81 up to Step E ($5364 - $6522). It is requested the Department have the ability to have an open recruitment to fill the position, if necessary.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Senior Engineer position was created through the reclassification of vacant positions over a year ago. The position has not been filled. Filling the vacancy will provide additional engineering support for the backlog of projects in Public Works.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's Office

FINANCING:

This position is funded in the Public Works (011500) budget, and is currently included in the FY2012-2013 Board approved budget. The Public Works authorized staffing levels would remain the same. Since this position is currently funded, there will be no additional impact to the budget. Some of the costs may be offset through the projects worked on.

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 10/4/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 10-8-12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

. Consent . Departmental . Correspondence Action

. Public Hearing . Schedule time for . Closed Session . Informational

For Clerk's Use Only:

AGENDA NUMBER

12

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Change of Name of the Lone Pine Airport to the Lone Pine –Death Valley Airport

DEPARTMENTAL RECOMMENDATIONS:

That your Board consider a name change of the Lone Pine Airport direct staff to process the name change if that is your decision.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Southern Inyo Airport Advisory Committee has recommended changing the name of the "Lone Pine Airport" to the "Lone Pine – Death Valley Airport". The reason for the Advisory Committee's recommendation is apparently to acknowledge the proximity to Death Valley and to be used as a marketing tool to gain tourist to the airport. If your Board approves, the request will be forwarded to Caltrans Division of Aeronautics who will process the request. Approval by Caltrans Division of Aeronautics is not required, however a general lack of support has been expressed. The hesitancy seems to be a concern that it might lead to confusion because there are two airports in Death Valley and the Shoshone Airport is closer to Death Valley than is Lone Pine. The counter argument is that Lone Pine is the closest airport with services.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

Caltrans Division of Aeronautics
Southern Inyo Airport Advisory Committee
Owenyo Services
FAA

FINANCING:

There is no direct expense other than staff time to change the name, however, there may be undetermined expenses when signage is changed.

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) _____ Date: 10-8-12

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
13

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

FROM: George L. Milovich, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: **October 16, 2012**

SUBJECT: Request for Resolution Authorizing Submittal of Grant Application for the Sierra Nevada Conservancy Proposition 84 Preservation of Ranches and Agricultural Lands Grant Program

DEPARTMENTAL RECOMMENDATION:

That your Board of Supervisors sign a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving the Application for Grant Funds for the Sierra Nevada Conservancy Grant Program under Proposition 84" authorizing the Agricultural Commissioner to submit a grant application to the Sierra Nevada Conservancy up to the amount of $112,483.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sierra Nevada Conservancy administers a Preservation of Ranches and Agricultural Lands grant program under Proposition 84. The Agricultural Commissioner's office would like to submit an application titled "Lower Owens Invasive Plant Removal and Survey Project" for grant resources to augment current weed abatement efforts.

ALTERNATIVES:

Not approve this grant application; however this is not recommended as these types of grant funding opportunities are not readily available.

OTHER AGENCY INVOLVEMENT:

CEQA COMPLIANCE:

The proposed project is covered through functional equivalency provided by the LORP EIR, and also exempt from CEQA pursuant to Title 14, of the California Code of Regulations, Sections 15250 and 15250 (i); and the California Public Resources Code Section 21080.5.

FINANCING:

Funding for in-kind expenditures for this grant request are already in place through LORP weed abatement funding; this project will use existing funding streams to leverage outside resources to expand management activities. Weed management activities are wholly funded by outside grants and contracts. This revenue will apply to budget number 621300, as a state grant revenue, object code 4498.

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 10-8-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ____ Date 10/10/12
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) George Mitrovich BY MARIAN BLADE Date: 10-10-12

Appendix B1

Full Application Checklist

Project Name: Lower Owens Invasive Plant Removal and Survey Project EGID#: 700

Applicant: Inyo and Mono Counties' Agricultural Commissioner's Office

Please mark each box: check if item is included in the application; mark "N/A" if not applicable to the project. "N/A" identifications must be explained in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: "naming convention". file extension choices)

Submission requirements for all Category One and Category Two Grant Applications

1. [X] Completed Application Checklist *(EFN: Checklist.pdf)*

2. [X] Table of Contents *(EFN: TOC.doc or .docx)*

3. [X] Full Application Project Information Form *(EFN: fapi.doc or .docx)*

4. [X] Authorization to Apply or Resolution *(EFN: authorization.doc or .docx)*

5. [X] Narrative Descriptions - Submit a single document (maximum 10 pages, Arial 12 pt font, 1 inch margins) that includes each of the following narrative descriptions *(EFN: Narrative.doc or .docx)*
   a. [X] Detailed Project Description
      - [X] Project Description including Goals/Results, Scope of Work, Location, Purpose, etc.
      - [X] Project Summary
      - [X] Environmental Setting
   b. [X] Workplan and Schedule
   c. [X] Restrictions, Technical/Environmental Documents and Agreements – Category One projects only
   d. [X] Organizational Capacity
   e. [X] Cooperation and Community Support
   f. [X] Long Term Management and Sustainability
   g. [X] Performance Measures

6. Supplemental and Supporting documents
   a. [X] CEQA/NEPA Compliance Form *(EFN: CEQAform.doc or .docx)*
      - [X] California Environmental Quality Act (CEQA) documentation *(EFN: CEQA.pdf)*
      - [N/A] National Environmental Policy Act (NEPA) documentation *(EFN: NEPA.pdf)*

        This project is not being conducted on federal land or by a federal agency

b. [X] Detailed Budget Form *(EFN: Budget.xls, .xlsx)*

c. Restrictions, Technical/Environmental Documents and Agreements, as applicable – Category One projects only *See narrative*

[N/A] Restrictions / Agreements *(EFN: RestAgree.pdf)* *None exist - See narrative page 8*

[N/A] Regulatory Requirements / Permits *(EFN: RegPermit.pdf)* *None - See narrative page 8*

d. Cooperation and Community Support

[X] Letters of Support *(EFN: LOS.doc, .docx or .pdf)*

e. Long-Term Management and Sustainability

[X] Long-Term Management Plan *(EFN: LTMP.pdf)*

f. Maps and Photos

[X] Project Location Map *(EFN: LocMap.pdf)*

[N/A] Parcel Map Not an acquisition, project scope covers hundreds of parcels

[X] Topographic Map *(EFN: Topo.pdf)*

[X] Photos of the Project Site *(10 maximum) (EFN: Photo.jpg, .gif)*

g. Additional submission requirements forConservationEasementAcquisition applicationsonly *N/A – Not a conservation easement project*

[N/A] Acquisition Schedule *(EFN: acqSched.doc,.docx,.rtf,.pdf)*

[N/A] Willing Seller Letter Real Estate Appraisal

[N/A] Conservation Easement Language *(EFN: CE.pdf)*

[N/A] Third Party Transfer Acknowledgment Letter

[N/A] (if applicable) *(EFN: Transfer.pdf)*

h. Additional submission requirements forSiteImprovement/RestorationProject applicationsonly

[X] Land Tenure Documents – attach only if documentation was not included with Pre-application *(EFN: Tenure.pdf)*

[X] Site Plan *(EFN: SitePlan.pdf)*

[X] Leases or Agreements *(EFN: LeaseAgmnt.pdf)*

I certify that the information contained in the Application, including required attachments, is accurate.

_____ _____

Signed *(Authorized Representative)* Date

George Milovich, AgriculturalCommissioner

Name and Title *(print or type)*

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- Cooperation and Community Support.....9
- Long-Term Management and Sustainability.....9
- Performance Measures.....10
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Supplemental and Supporting Documents.....12

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Appendix B2

Project Information Form

PROJECT NAME *(Limit name to 10 words or less)* **EGID# 700**

Lower Owens Invasive Plant Removal and Survey Project

APPLICANT NAME *(Legal name, address, and zip code)*

Inyo and Mono Counties' Agricultural Commissioner's Office
207 W South Street
Bishop, CA 93514

PROJECT DESCRIPTION: Refer to Sec. IV, 5a in the GAP.

Has the project description been updated from the project description submitted with the Pre-Application form? *(Choose One)* ☐ SAME ☒ UPDATED

CONSISTENCY WITH LOCAL GENERAL PLAN

Is this project consistent with the appropriate jurisdiction's (city/county) general plan?

☒ Yes ☐ No *(If not, explain why not.)*

WILLIAMSON ACT STATUS *(for conservation easement acquisition projects only)*

Is the project enrolled in a Williamson Act contract with the local county? ☐ Yes ☒ No

If yes, what is the expiration date of the contract? _____

FUNDING AND BUDGET INFORMATION

SNC Grant Request $ 112,482

☐ Check if SNC is the sole funder of this project

PERSON WITH FISCAL MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT/INVOICING

Name and title – type or print	*Phone*	*Email Address*
☒ Mr. George Milovich, Agricultural Commissioner	760.873.7860	Inyomonoag@gmail.com

PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR GRANT *(Only include this information if different from pre-application submittal)*

Name and title – type or print	*Phone*	*Email Address*
☒ Mr. Nathan Reade, Deputy Agricultural Commissioner	760.873.7860	inyomonoag@gmail.com

COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION *(At least one entry with **Email address** is **REQUIRED**)*

Name: Kevin Carunchio, CAO *Phone Number: 760.878.0292*

Email Address: kcarunchio@inyocounty.us

Name: Josh Hart *Phone Number: 760.878.0263*

Email Address: jhart@inyocounty.us

NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION *(At least one entry with Email address is REQUIRED)*

Name: LADWP *Phone Number: 760.872.1104*

Email Address: Clarence.martin@ladwp.com

Name: *Phone Number:*

Email Address:

Please identify the appropriate project category below and provide the associated details
(Choose One – should be the same as the category identified in the pre-application)

☒ Category One Site Improvement ☐ Category Two Pre-Project Activities
☐ Category One Conservation Easement Acquisition

☒ **Site Improvement/Conservation Easement Acquisition**

Project Area: 52,000 acres
Total Acres: 52,000 acres
SNC Portion (if different): _____
Total Miles (i.e. river or stream bank): _____
SNC Portion (if different): _____

For Conservation Easement Acquisitions Only

☐ Appraisal Included
☐ Will submit appraisal by _____

Select one primary Site Improvement/Conservation Easement Acquisition deliverable

☐ Stream Restoration/Protection
☐ Management Practices Changes
☒ Natural Resource Protection
☐ Infrastructure Development/Improvement
☐ Conservation Easement

Does the applicant intend to transfer the easement to a third party? ☐ Yes ☐ No

If yes, is the third party organization known? ☐ Yes ☐ No If yes, please attach a letter from this organization documenting their willingness to assume the long term management of the project.

☐ **Pre-Project Activities**

Select one primary Pre-Project deliverable

☐ Permit ☐ Condition Assessment
☐ CEQA/NEPA ☐ Biological Survey
☐ Appraisal ☐ Environmental Site Assessment
☐ Plan

RESOLUTION NO. 2012-_____
A RESOLUTION OF THE
BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE
SIERRA NEVADA CONSERVANCY GRANT PROGRAM UNDER
PROPOSITION 84

Whereas, the Legislature and the Governor of the State of California have provided funds under Proposition 84, The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act; and

Whereas, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of the Proposition 84 funds through a local assistance grants program, establishing necessary procedures; and

Whereas, said procedures established by the SNC require a resolution certifying approval of the application by the Applicant's governing board before submission of said application to the SNC; and

Whereas, Inyo County, if selected, would enter into an agreement with the SNC to carry out the Lower Owens Invasive Plant Removal and Survey Project; and

Whereas, the County has identified the Lower Owens Invasive Plant Removal and Survey Project as valuable toward meeting its mission and goals.

Now, therefore let it be resolved by the Inyo County Board of Supervisors to:

(a) approve the submittal of an application for the Lower Owens Invasive Plant Removal and Survey Project;
(b) certify the understanding of the assurances and certification requirements in this application
(c) certify that Inyo County has sufficient funds to operate and maintain the resources consistent with the long-term benefits described in support of the application;
(d) certify that Inyo County will comply with all legal requirements as determined during the application process; and
(e) appoints the Inyo/Mono Agricultural Commissioner and his/her designee, as agent to conduct all negotiations, execute and submit all documents, including but not limited to: the application, agreements, payment requests, etc., which may be necessary for the completion of the Lower Owens Invasive Plant Removal and Survey Project in connection with the SNC.

Passed and Adopted by the Inyo County Board of Supervisors this _____ day of _____, 2012 by the following vote of the Board of Supervisors:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chairperson, Inyo County Board of Supervisors

ATTEST:

_____
COUNTY CLERK

APPROVED AS TO FORM:

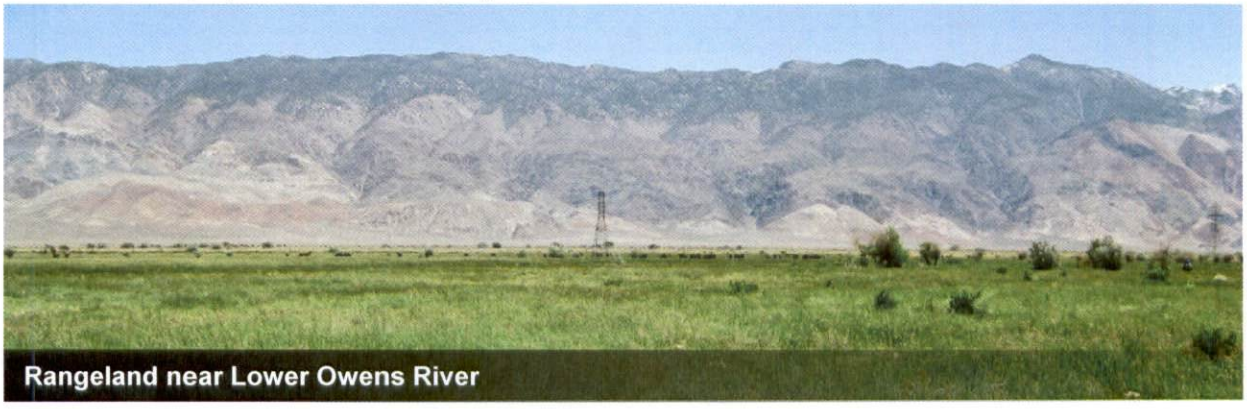
_____
COUNTY COUNSEL

Project Description

This project will augment current invasive plant management efforts within the Lower Owens River Project (LORP) area, a massive riverine restoration project in the southern Owens Valley that includes thousands of acres of rangeland. This project will increase the ability of the watershed to provide water for both agricultural endeavors, as well as for municipal use in Los Angeles through watershed function improvement. Most areas within the proposed project site are used for recreation - especially the LORP area. Since upstream populations create a seed source with the potential to infest areas within the LORP, management of these populations is critical to the future public benefits the Lower Owens River. Because agricultural production and recreation provide the two largest economic drivers to Inyo County, future economic viability relies on the proper management of our lands used for these purposes.

Invasive plants threaten agriculture sustainability in two major ways. First, invasive plants degrade natural resources and environmental conditions in a manner that reduces the sustainability of the land supporting agriculture production. Examples of this may include the higher water usage of certain weed species that leaves less groundwater for desirable plants, more frequent fire events, or increased erosion and sedimentation of water due to poorly adapted root structures. Second, weeds can damage the quality of the agricultural product itself. This may be apparent in hay that cannot be sold because of invasive weed quarantines, lower livestock production due to the exclusion of desirable rangeland feed, or even the poisoning of livestock by weeds. The quality of a watershed and the sustainability of agricultural working landscapes are linked by the resources they share, and the quality of these resources largely on proper management and removal of invasive plant species populations.

The Inyo and Mono Counties Agricultural Commissioner's Office (AgComm) has managed invasive plant management projects successfully for decades – from small one acre projects to region-wide abatement endeavors. This project is an important component of a larger, comprehensive regional management strategy. Since 2002, known weed populations within Inyo and Mono Counties have decreased 79% due to



Rangeland near Lower Owens River

this important work, and ceasing or diminishing efforts now will negate past successes and lead to sharp increases in future management costs.

Specific project goals include survey efforts on over 50,000 acres to locate any invasive plant pioneer populations, and management of 5,870 acres of agricultural lands with known weed populations, resulting in a 70% decrease in net infested acres and eradication of 15 sites. Survey efforts will enable AgComm to identify unknown "pioneer" weed populations, allowing for rapid response management and comprehensive area data to assess the larger threat to agriculture. Treatment efforts will reduce and remove invasive plant populations, immediately improving rangeland function and reducing the threat of spread onto croplands.

The strategy that the Inyo and Mono Counties Agricultural Commissioner's Office (AgComm) will employ to reach these goals includes increasing personnel levels to "surge" control and eradication efforts. This will reduce populations in the area rapidly, lowering the threat to the watershed and associated agricultural lands to a level that may be eradicated completely through future efforts at a much lower cost.

Project Purpose

Sustainability of agriculture production and the resources contained in agricultural working landscapes depends largely on proper management and removal of invasive plant species populations. Issues that may be avoided through the eradication and control of weedy invaders include increases in erosion, air quality consequences due to dust events, fire regime and plant cover alterations, and decreased flood control capacity. All of these issues can result in sustainability problems for ranches and farms.

Weed Impacts

Working Landscape Consequences

- Agriculture Economy Threatened
- Lower property Values

Water Quality Consequences

- Erosion
- Increased Sedimentation
- Aquatic Species Threatened
- Municipal Supply Threatened

Recreation Consequences

- Tourism Economy Losses
- Access Diminished due to impassible invasive plant communities and exclosures to prevent spread

Wildlife Habitat Consequences

- Lowered Specie s Diversity
- Native Plant Communities Threatened

Air Quality Consequences

- Worsened Dust Events
- Public Health Issues

Fire Consequences

- Changes in Fire Regimes
- Exacerbated Fire Severity

Additionally, encroachment of state rated pest weeds on farming land can reduce yield of crops or render them unmarketable, and colonization of invasive plants on grazing land can reduce forage and even poison livestock in certain cases.

Agriculture has been an important economic driver in the Owens Valley for over a century

The goal of this project is to eradicate or reduce known weed populations in sites directly upstream of the LORP area, while also providing invasive plant surveys in these areas to ensure a comprehensive and accurate database of known sites. The success of this project will help the sustainability and profitability of local grazing and farmland, fostering our local economy, while also improving watershed with regional and statewide benefits stemming from more efficient water supply and improved recreational opportunities.

The goals of Proposition 84, the Sierra Nevada Conservancy (SNC), and the agricultural industry within the SNC boundaries are consistent. This project addresses concerns from each of these entities, as illustrated in the graphic to the right. Managing invasive plants improves watershed health and function – improving water supply and quality, recreation, working landscapes, and ultimately public benefit.

Scope of Work

This project proposal encompasses approximately 52,000 acres of grazing and farming lands upstream of and within the LORP boundaries. Within this project site, 38 specific weed sites exist that require management. The remainder of the 52,000 acres will be surveyed and any new sites will be managed and cataloged in the AgComm invasive plant database. Project goals will be facilitated by category one funding from SNC to provide the following:

1. Employment of two seasonal field assistants to augment one county funded full-time field technician to manage invasive plant populations and conduct surveys in target areas.
2. Supply operational needs such as vehicle mileage costs, equipment operation costs, personal protective equipment, and herbicides.

Project Summary

The Lower Owens Invasive Plant Removal and Survey Project aims to both supplement current invasive plant management activities, as well as provide weed detection surveys, within and in areas bordering the LORP project area in the southern Owens Valley. AgComm will follow a proven successful management strategy of enhancing on-the-ground management resources while identifying pioneer populations with potential to expand and invade nearby agricultural lands. This project will enhance both watershed function as well as sustainability of agriculture in the region by:

- Managing 5,870 acres of known infested area
- Reducing this known acreage by 70%
- Eradicating 15 of the 38 known sites within the known infested area
- Surveying 52,000 surrounding acres to identify unknown pioneer popuations

The outcome of completing these goals will:

- Enhance the overall function of the watershed, improving environmental conditions such as wildlife habitat, flood control capacity, water quality and quantity, wildland fire function, and native plant habitat
- Enhance recreation and other public benefit value through increased recreational opportunities and access, and more reliable municipal water supply
- Enhance local and regional agriculture production sustainability through higher quality and quantity of forage and crops, as well as protection of the natural resources and processes that facilitate this agriculture production.

Environmental Setting

The proposed project area includes rangeland and agricultural land within and surrounding the Lower Owens River Project area in Inyo County. This largest-ever river rewatering project is a great example of balancing environmental benefit with public benefit, as well as maintaining a working agricultural landscape. Invasive plants threaten each of these benefits, and this project endeavors to sustain and improve these benefits through effective weed management.

The proposed project will not result in any changes to current land uses, which include rangeland, cropland, recreation areas, and water export. This project is consistent with the Inyo County General Plan, as well as the LORP Green Book, EIR, and recreation plan.

The Lower Owens River Environment supports both wildlife as well as agricultural production

Workplan and Schedule

The anticipated life of the proposed project is 18 months, beginning May 1, 2013 and ending October 31, 2014. This project span will facilitate two active seasons of field work toward the project goals. The following table outlines the project schedule:

PROJECT DELIVERABLES	TIMELINE
2013 Management Season	
Seasonal field staff hiring activities	April, 2013
Training and orientation of staff	May 1- May 3, 2013
Field work - treatment activities	May 6 – May 31 and August 1- August 30, 2013
Field work – survey activities	June 3 – July 31 and September 3 – October 25, 2013
Season wrap-up and data analysis	October 28 – 31, 2013
Annual report compilation	October 28 – 31, 2013
2014 Management Season	
Seasonal field staff hiring activities	April, 2014
Training and orientation of staff	May 1- May 2, 2014
Field work - treatment activities	May 5 – May 30 and August 1 – August 29, 2014
Field work – survey activities	June 2 – July 31 and September 2 – October 17, 2014
Season wrap-up and data analysis	October 20 – 29, 2014
Final report compilation	October 30 – 31, 2014

Restrictions, Technical/Environmental Documents and Agreements

No restrictions exist that would hinder or preclude the completion of the proposed project. As the regulatory agency responsible for both the local enforcement of the California Food and Agriculture Code, as well as regulating pesticide use, the Inyo/Mono Counties Agricultural Commissioner is exempt from all permitting required within the proposed scope of the project. No herbicide applications are proposed within a distance to water requiring water board or Department of Fish and Game permitting.

Several environmental documents as well as agreements exist that apply to and support this project. The following references provide several of these:

- LORP Ecosystem Management Plan (adaptive management overview)
- LORP Monitoring, Adaptive Management and Reporting Plan
- LORP Final EIR

Each of these, and other documents, can be accessed at www.inyowater.org/LORP.

Organizational Capacity

The Inyo and Mono Counties Agricultural Commissioner's Office has managed invasive plant management projects successfully for decades – from small one acre projects to region-wide abatement endeavors. As the administrative entity within the Eastern Sierra Weed Management Area group, which includes 15 regional and local agencies and entities, AgComm has the resources and networking ability to solve complex invasive plant issues.

For over 130 years, the goal of the California Agricultural Commissioners has been to promote and protect California's agricultural industry in a localized manner. To meet these goals, Agricultural Commissioner's offices interact and work with local growers and ranchers on a regular basis. This interaction allows our organization to maintain an accurate appraisal of issues that most threaten the economic sustainability of our local agriculture industry. AgComm has both the resources to deal effectively with invasive plant threats, as well as the regional knowledge to assess these threats to best mitigate the threat to local agriculture sustainability.

AgComm completed successfully a similar project funded by the Sierra Nevada Conservancy in 2009, and has applied both the efficacious aspects as well as the lessons learned from this earlier project to recent projects with much success. AgComm will apply this same effective management model to the proposed project.

Cooperation and Community Support

Our office has provided invasive species management technical expertise, resources, and on-the-ground assistance to local and regional groups, private landowners, and agricultural producers for decades. This interaction has fostered positive and productive relationships with each of the entities. Because of these interactions, and also through regular community workshops and outreach efforts, our office is the first place consulted on weed issues typically, and AgComm has extensive local and regional community support.

Please see the attached letters of support from several local and regional entities.

Long-Term Management and Sustainability

The proposed project will, after completion, remain within the management structure of the LORP. Because of this, long-term management is assured due to the Inyo County/Los Angeles Long Term Water Agreement, the recently released LORP Recreation Plan, the LORP Monitoring, Adaptive Management, and Reporting Plan, and several other documents and agreements. AgComm is the agency tasked with the weed management component of the LORP management, including education and

outreach to agricultural producers, and because of this will have the ability to ensure effective future management and sustainability.

This project, in a way, produces its own sustainability. Experience from past projects in our region, including a previous project funded by the SNC and employing the same strategy as this proposed project, illustrates the effectiveness of "surging" resources to bring invasive populations to a level eradicable by smaller crews in a short time. By reducing infestations rapidly over a few years, AgComm will create conditions that allow for the eradication of, and removal of the threat to, sustainable agriculture caused by the weed populations within five years. Additionally, the function of the project survey component will identify any unknown populations nearby, allowing for future planning to mitigate the threat that these infestations may pose to area watersheds and agricultural resources.

Performance Measures

Project success will be gauged through the following standards:

1. *Acres of weeds managed* – All known sites within the proposed project area must be visited at least twice per year, and appropriate management practices applied.

   Goal: 5,870 acres of active sites managed per year.

2. *Acres of land surveyed* – The entire project area will be surveyed annually.

   Goal: 52,000 acres surveyed for invasive plants per year.

3. *Reduction of known sites* – Management activities must be effective, and performance of these activities will be measured by total reduction of populations.

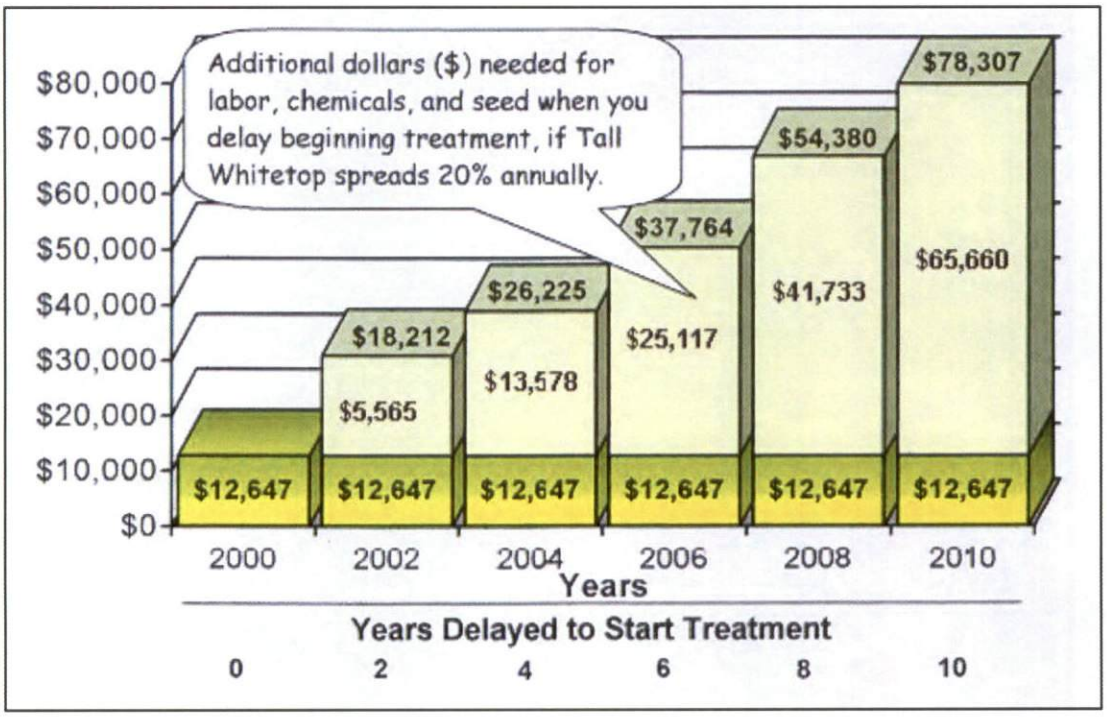
   Goal: 70% acreage reduction of known invasive plant sites.

4. *Eradication of high-value sites* – Certain sites within the project area have more destructive potential due to proximity to water, proximity to other routes of movement such as roads, and other attributes. The management goal for these sites is aggressive eradication.

   Goal: Eradication of 15 of the 38 known sites.

Budget Narrative

The majority of requested funds will be used to increase field staffing levels, which is the current deficiency limiting the ability of AgComm to eradicate rather than control weeds within the project area. This will allow a shift in strategy that focuses more on eliminating the threat to grazing and agricultural lands, rather than spending decades and ultimately more funds attempting to just control these weeds. Previous AgComm projects, as well as academic research show that the most cost effective manner to eliminate weeds and threats associated with weeds is to eradicate populations as soon as possible. The following chart, created by the University of Nevada Reno, illustrates this concept using *Lepidium latifolium* (or Whitetop) as an example weed species. This is the same species that this proposed project aims to eliminate.



The in-kind funding of $55,213 per year proposed by this project is in place, and is composed of in-kind staff hours provided through existing LORP funding, and equipment and mileage contributions.

Appendix B3

CEQA/NEPA Compliance Form

(California Environmental Quality Act & National Environmental Policy Act)

Instructions: All applicants, including federal agencies, must complete the CEQA compliance section. Check the box that describes the CEQA status of the proposed project. You must also complete the documentation component and submit any surveys, and/or reports that support the checked CEQA status. NOTE: There is no page limit requirement on this form. You may use the space you need to fully describe the CEQA/NEPA status of this project.

If NEPA is applicable to your project, you must complete the NEPA section in addition to the CEQA section. Check the box that describes the NEPA status of the proposed project. Complete the documentation component and submit any surveys, and/or reports that support the NEPA status.

For both CEQA and NEPA, submittal of permits is only necessary if they contain conditions providing information regarding potential environmental impacts.

CEQA STATUS

(All applicants must complete this section)

Check the box that corresponds with the CEQA compliance for your project. The proposed action is either "Not a Project" under CEQA; is Categorically Exempt from CEQA; or requires a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report per CEQA.

☐ **"Not a Project" per CEQA**

1. Describe how your project is "Not a Project" per CEQA:
   Click here to enter text.

2. If appropriate, provide documentation to support the "Not a Project" per CEQA status.
   Click here to enter text.

☐ **Categorical Exemption or Statutory Exemption**

If a project is categorically exempt from CEQA, all applicants, including public agencies that provide a filed Notice of Exemption, are required to provide a clear and comprehensive description of the physical attributes of the project site, including potential and known special-status species and habitat, in order for the SNC to make a determination that the project is exempt. A particular project that ordinarily would fall under a specific category of exemption may require further CEQA review due to individual circumstances, i.e., it is within a sensitive location, has a cumulative impact, has a significant effect on the environment , is within a scenic highway, impacts an historical resource, or is on a hazardous waste site. Potential cultural/archaeological resources must be noted, but do not need to be specifically listed or mapped at the time of application submittal. Backup data informing the exemption decision, such as biological surveys, Cultural Information Center requests, research papers, etc. should

accompany the full application. Applicants anticipating the SNC to file an exemption are encouraged to conduct the appropriate surveys and submit an information request to an office of the California Historical Resources Information System (CHRIS).

1. Describe how your project complies with the requirements for claiming a Categorical or Statutory Exemption per CEQA:
   Click here to enter text.

2. If your organization is a state or local governmental agency, submit a signed, approved Notice of Exemption (NOE) documenting the use of the Categorical Exemption or Statutory Exemption, along with any permits, surveys, and/or reports that have been completed to support this CEQA status. The Notice of Exemption must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.
   Click here to enter text.

3. If your organization is a nonprofit or federal agency, there is no other California public agency having discretionary authority over your project, and you would like the SNC to prepare a NOE for your project, let us know that and provide any permits, surveys, and/or reports that have been completed to support the CEQA status.
   Click here to enter text.

☐ **Negative Declaration OR**
☐ **Mitigated Negative Declaration**

If a project requires a Negative Declaration or Mitigated Negative Declaration, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of a Negative Declaration or a Mitigated Negative Declaration per CEQA:
   Click here to enter text.

2. Submit the approved Initial Study and Negative Declaration/Mitigated Negative Declaration along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The IS/ND/MND must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.
   Click here to enter text.

☒ **Environmental Impact Report**

If a project requires an Environmental Impact Report, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.

1. Describe how your project complies with the requirements for the use of an Environmental Impact Report per CEQA:

   The Lower Owens River Project EIR provides functional equivalency per CEQA. This project is consistent with mitigation measure V-2 of the LORP EIR. Additionally, the Inyo/Mono Agricultural Commissioner's Office is a local regulatory agency per California Resources Code Title 14 section 15250(i) and 21080.5. All activities outside of the LORP area are survey measures, and "not a project" under CEQA.

2. Submit the Draft and Final Environmental Impact Report along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The EIR documentation must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA. Click here to enter text.

NEPA STATUS

(Applicable to federal applicants, some tribal organizations, and applicants receiving federal funding or conducting activities on federal lands)

Check the box that corresponds with the NEPA compliance for your project.

Project activities do not occur on federal lands or involve federal agencies.

☐ **Categorical Exclusion**

1. Describe how your project complies with the requirements for claiming a Categorical Exclusion per NEPA: Click here to enter text.

2. Submit the signed, approved Decision Memo and Categorical Exclusion, as well as documentation to support the Categorical Exclusion, including any permits, surveys, and/or reports that have been completed to support this NEPA status: Click here to enter text.

☐ **Environmental Assessment & Finding of No Significant Impact**

1. Describe how your project complies with the requirements for the use of an Environmental Assessment and Finding of No Significant Impact per NEPA: Click here to enter text.

2. Submit the signed, approved Environmental Assessment and Finding of No Significant Impact along with any permits, surveys, and/or reports that have been completed to support this NEPA status.
   Click here to enter text.

☐ **Environmental Impact Statement**

1. Describe how your project complies with the requirements for the use of an Environmental Impact Statement per
   NEPA: Click here to enter text.

2. Submit the Draft and approved, Final Environmental Impact Statement, along with the Record of Decision and any permits, surveys, and/or reports that have been completed to support this NEPA status.

Appendix B4

SIERRA NEVADA CONSERVANCY

PROPOSITION 84 - DETAILED BUDGET FORM

Project Name: Lower Owens Invasive Plant Removal and Survey Project

Applicant: Inyo and Mono Counties' Agricultural Commissioner's Office

SECTION ONE DIRECT COSTS	Units	Unit Cost	Total Cost	Project Cost Breakdown Year One (2013)	Year Two (2014)	Year Three (2015)	Year Four (2016)	Total
Personnel - Field Tech II	190	$ 37.49	$ 7,123.10	$ 3,561.55	$ 3,561.55			$ 7,123.10
Personnel - Field Assistant	1700	$ 18.16	$ 30,872.00	$ 15,436.00	$ 15,436.00			$ 30,872.00
Personnel - Field Assistant	1700	$ 18.16	$ 30,872.00	$ 15,436.00	$ 15,436.00			$ 30,872.00
Personnel - Field Assistant	2040	$ 17.25	$ 35,190.00	$ 17,595.00	$ 17,595.00			$ 35,190.00
Polaris Herbicide	1.25	$ 68.50	$ 85.63	$ 42.81	$ 42.81			$ 85.63
Milestone Herbicide	0.2	$ 322.96	$ 64.59	$ 32.30	$ 32.30			$ 64.59
MSO Herbicide Carrier	0.7	$ 16.16	$ 11.31	$ 5.66	$ 5.66			$ 11.31
AgriDex Surfactant	0.7	$ 15.09	$ 10.56	$ 5.28	$ 5.28			$ 10.56
Vehicle Mileage	13,230	0.55	$ 7,276.50	$ 3,638.25	$ 3,638.25			$ 7,276.50
Protective Equipment (per day)	240	4.07	$ 976.80	$ 488.40	$ 488.40			$ 976.80
DIRECT COSTS SUBTOTAL	19102.85	518.39	$ 112,482.49	$ 56,241.25	$ 56,241.25			$112,482.49

SECTION TWO INDIRECT COSTS	Units	Unit Cost	Total Cost	Project Cost Breakdown Year One (2013)	Year Two (2014)	Year Three (2015)	Year Four (2016)	Total
								0
INDIRECT COSTS SUBTOTAL								$ -
PROJECT TOTAL								$ -

SECTION THREE Administrative Costs	Units	Unit Cost	Total Cost	Project Cost Breakdown Year One (2013)	Year Two (2014)	Year Three (2015)	Year Four (2016)	Total
								0
ADMINISTRATIVE SUBTOTAL								$ -
PROJECT TOTAL								$ -

SECTION FOUR OTHER PROJECT CONTRIBUTIONS	Units	Unit Cost	Total Cost	Project Cost Breakdown Year One (2013)	Year Two (2014)	Year Three (2015)	Year Four (2016)	Total
Personnel - Deputy Ag. Comm.	400	$ 48.69	$ 19,476.00	$ 9,738.00	$ 9,738.00			$ 19,476.00
Personnel - Account Tech II	400	$ 41.81	$ 16,724.00	$ 8,362.00	$ 8,362.00			$ 16,724.00
Personnel - Field Tech II	1710	$ 37.49	$ 64,107.90	$ 32,053.95	$ 32,053.95			$ 64,107.90
Mileage	5670	$ 0.55	$ 3,118.50	$ 1,559.25	$ 1,559.25			$ 3,118.50
Power Sprayer (hours)	280	25	$ 7,000.00	$ 3,500.00	$ 3,500.00			$ 7,000.00
Total Other Contributions	8460	153.54	$ 110,426.40	$ 55,213.20	$ 55,213.20			$110,426.40

EASTERN SIERRA LAND TRUST

176 Home Street
P.O. Box 755
Bishop, CA 93515
P: (760) 873-4554
F: (760) 873-9277
www.eslt.org

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Serena Dennis

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AmeriCorps Member

October 1, 2012

George Milovich
Nathan Reade
Inyo/Mono Agricultural Commissioner's Office
Eastern Sierra Weed Management Area
207 W South St.
Bishop, CA 93514

Re: Eastern Sierra Weed Management Area

To Whom It May Concern,

Eastern Sierra Land Trust (ESLT) is very supportive of the work by the Inyo/Mono Agricultural Commissioner's Office related to the Eastern Sierra Weed Management Area. Inyo and Mono Counties have important resources that could be seriously impacted without the work of the Inyo/Mono Agricultural Commissioner's Office. The economy and heritage of these counties are based on thriving agricultural lands, healthy wildlife habitats, and functioning watershed values. Without control of noxious weeds, the health of these resources will be jeopardized.

ESLT works with private landowners to permanently preserve and steward important farm, range, and habitat areas. Noxious weeds are a definite threat to the productivity of wild and working lands, in fact weeds have been found to be the second largest threat to biodiversity after development impacts. We depend on the Inyo/Mono Agricultural Commissioner's Office to assist our landowners in controlling invasive weeds on their property. The expertise, commitment, and experience of the staff at the Inyo/Mono Agricultural Commissioner's Office regarding invasive weed monitoring and control is very impressive and a significant asset to our region.

ESLT urges continued support for the Inyo/Mono Agricultural Commissioner's Office on their Eastern Sierra Weed Management Area projects. This is a critical program for the important working and wild lands of the Eastern Sierra.

Thank you for the opportunity to provide support for this important program. Please feel free to contact me for any further information.

Very sincerely,

Karen Ferrell-Ingram

Karen Ferrell-Ingram
Executive Director

Mark Bagley, Owens Valley MOU Representative
Range of Light Group, Toiyabe Chapter, Sierra Club
P.O. Box 1431, Bishop, CA 93515

One Earth,
One Chance.

November 8, 2007

George Milovich, Inyo/Mono Agricultural Commissioner
207 W. South Street
Bishop, CA 93514

Subject: support of noxious weed program

Dear Mr. Milovich:

On behalf of the Range of Light Group of the Sierra Club, I would like to expresss our strong support for the noxious weed management program in the Eastern Sierra Weed Management Area that is administered by your office. Please feel free to use this letter in support of any grants to which your office may apply in order to keep this important program going and to expand your work.

Our group covers Inyo, Mono and Alpine counties and we have for many years been particularly interested and active in promoting habitat restoration efforts in the Owens River and Owens Valley. We believe that the work of your program to detect, control and eradicate noxious weed species has been effective in keeping much of our rangelands and wildlands from being overrun by invasive species. In riparian areas, of particular interest to the Range of Light Group, there is a tremendous threat from perennial peppergrass (*Lepidium latifolium*). Your program has so far keep this very aggressive weed in check, but we must be ever vigilant to guard against its spread. The newly implemented Lower Owens River Project will provide much new riparian area in the southern Owens Valley that could provide habitat for this noxious weed. We hope your program will have the resources to keep up your good work in this area.

Sincerely,

Mark Bagley

Long Term Management and Sustainability

Long Term Management Plan

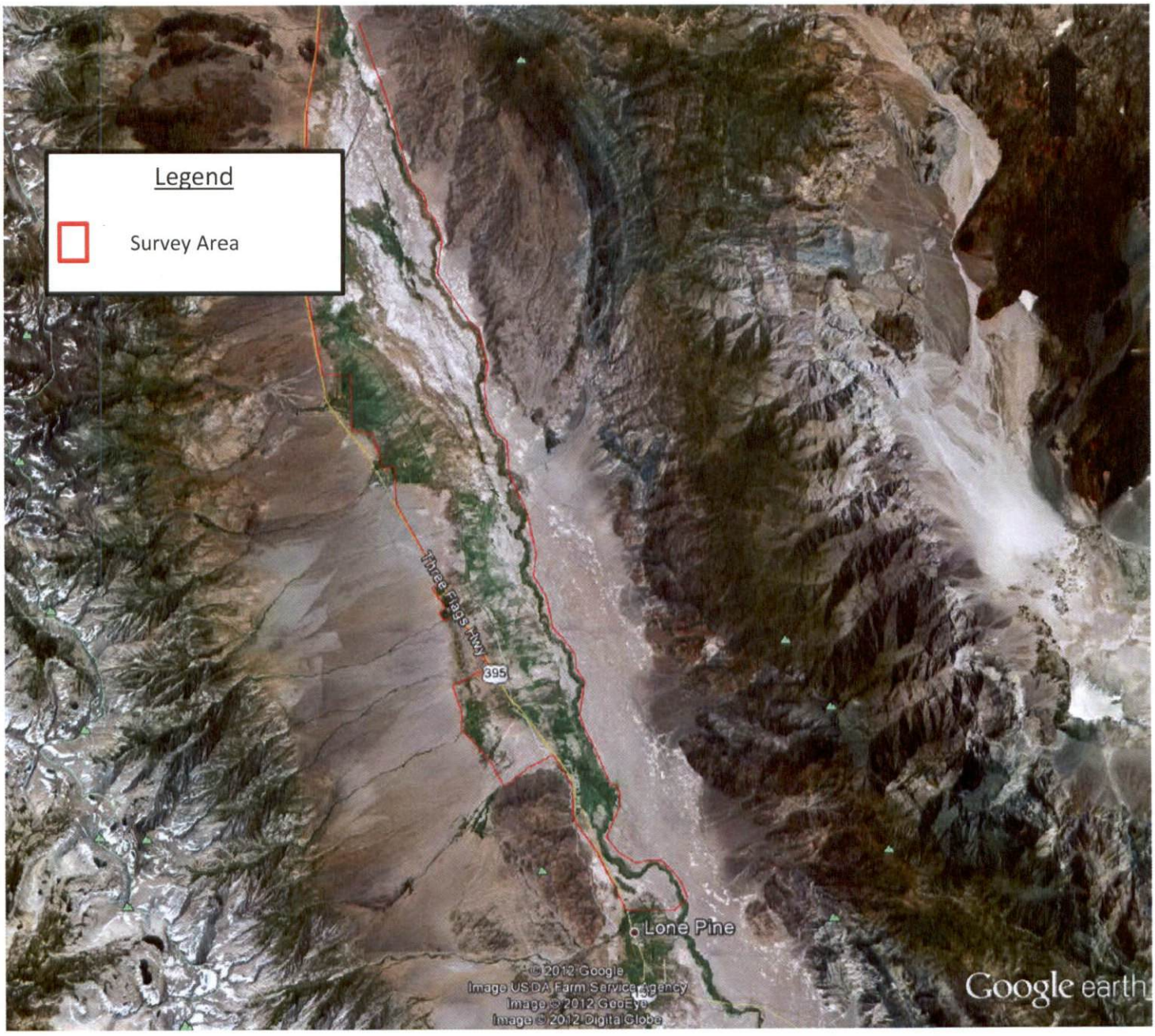
This project will operate in conjunction with the Inyo/Los Angeles Long Term Water Management Agreement, the LORP Monitoring, Adaptive Management, and Reporting Plan, the LORP Recreation Plan, and the LORP EIR – Mitigation Measure V-2.

Each of these plans are too large to attach to this proposal, but can be accessed at

www.inyowater.org/LORP

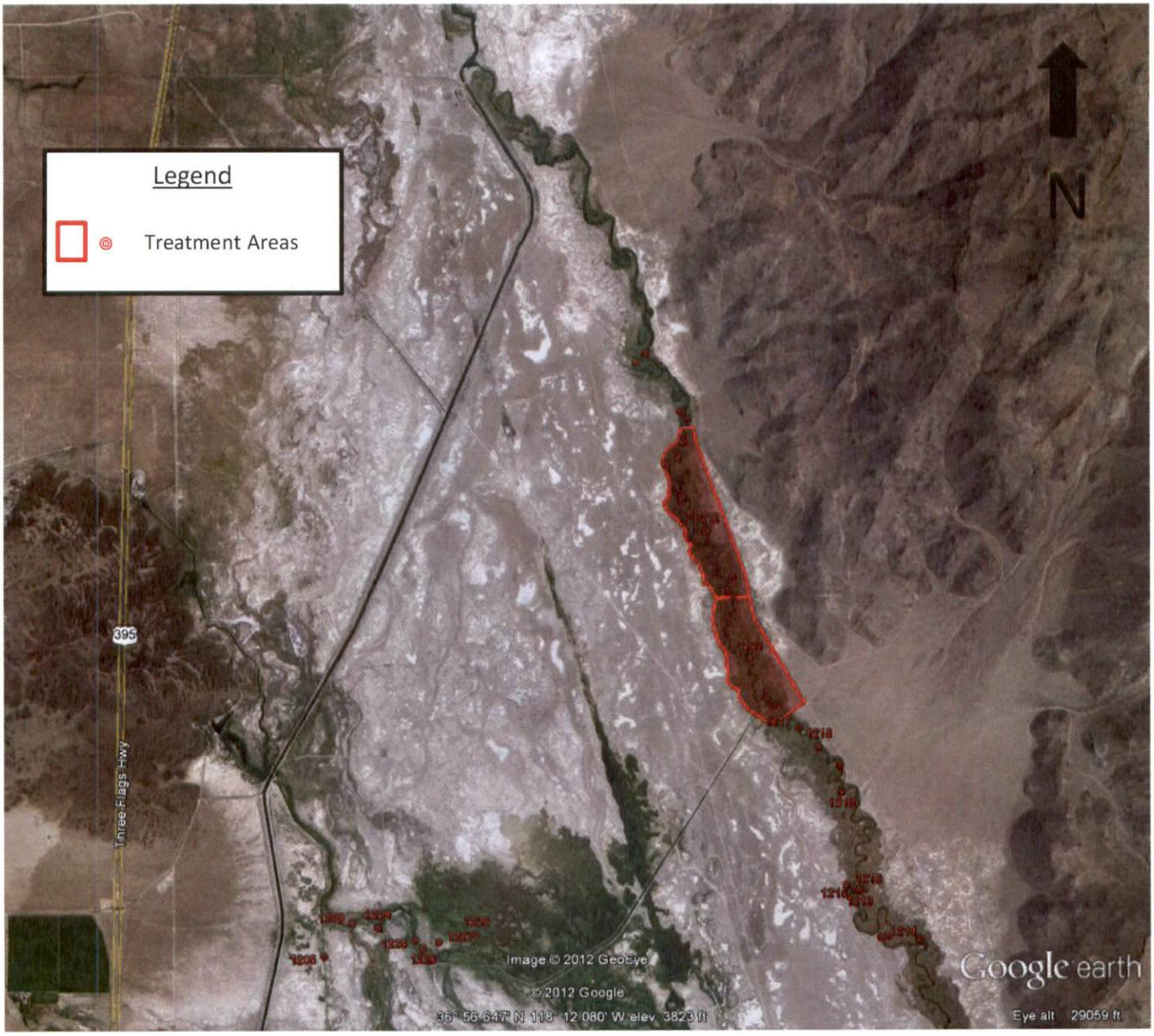
PROJECT LOCATION MAPS

Project Location Maps, Survey Area - Map #1



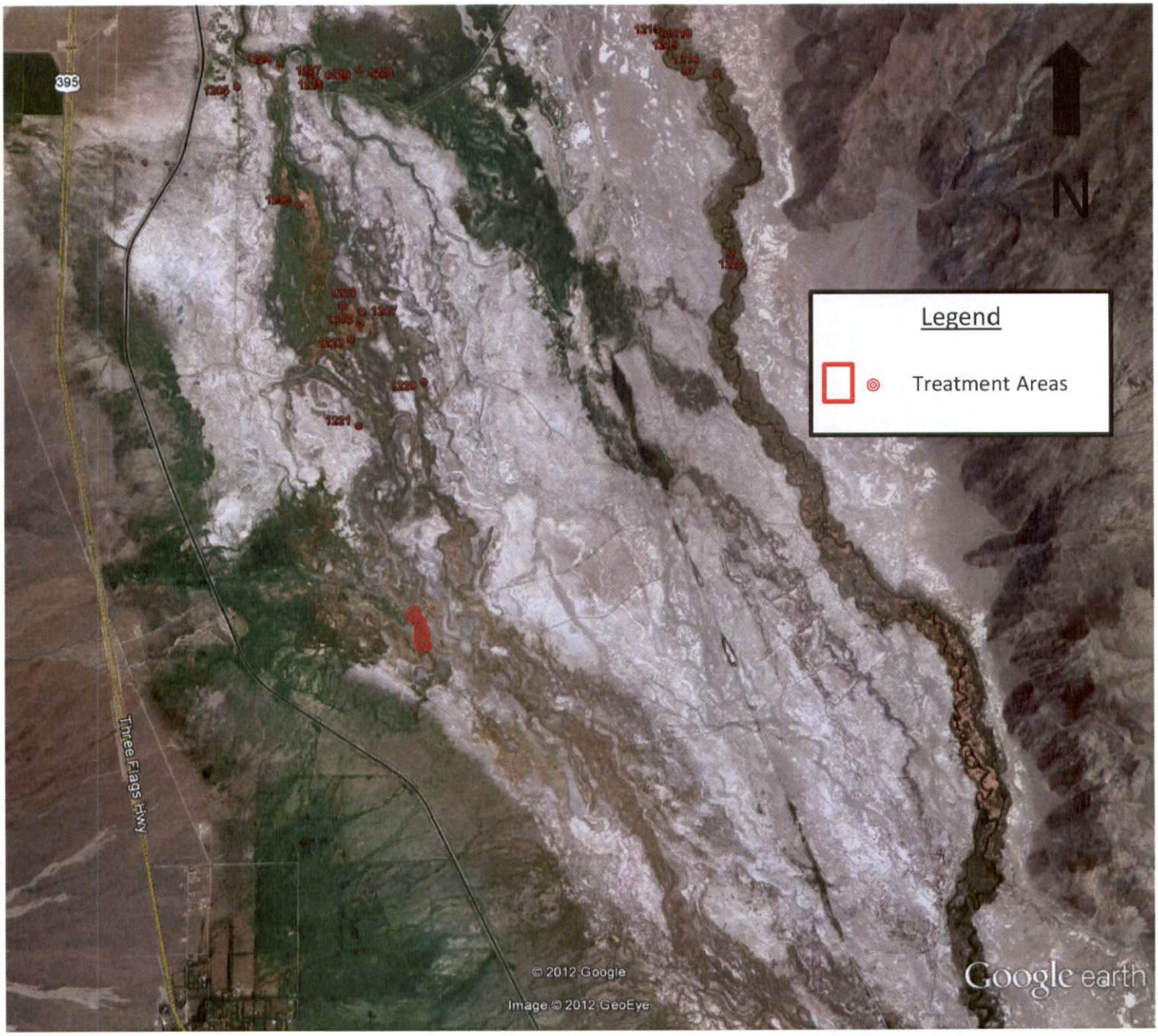
PROJECT LOCATION MAPS

Project Location Maps, Treatment Area - Map #2



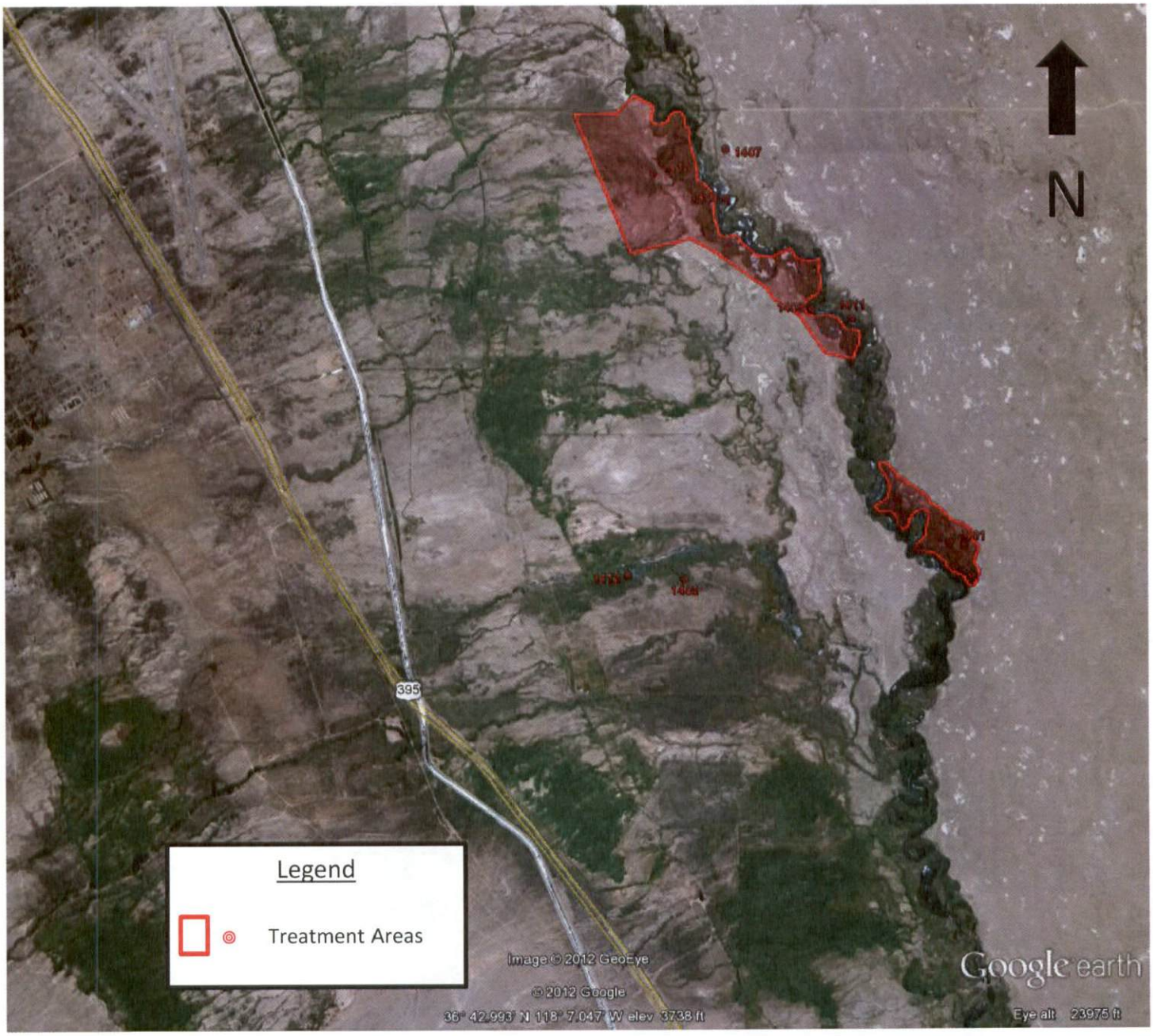
PROJECT LOCATION MAPS

Project Location Maps, Treatment Area - Map #3



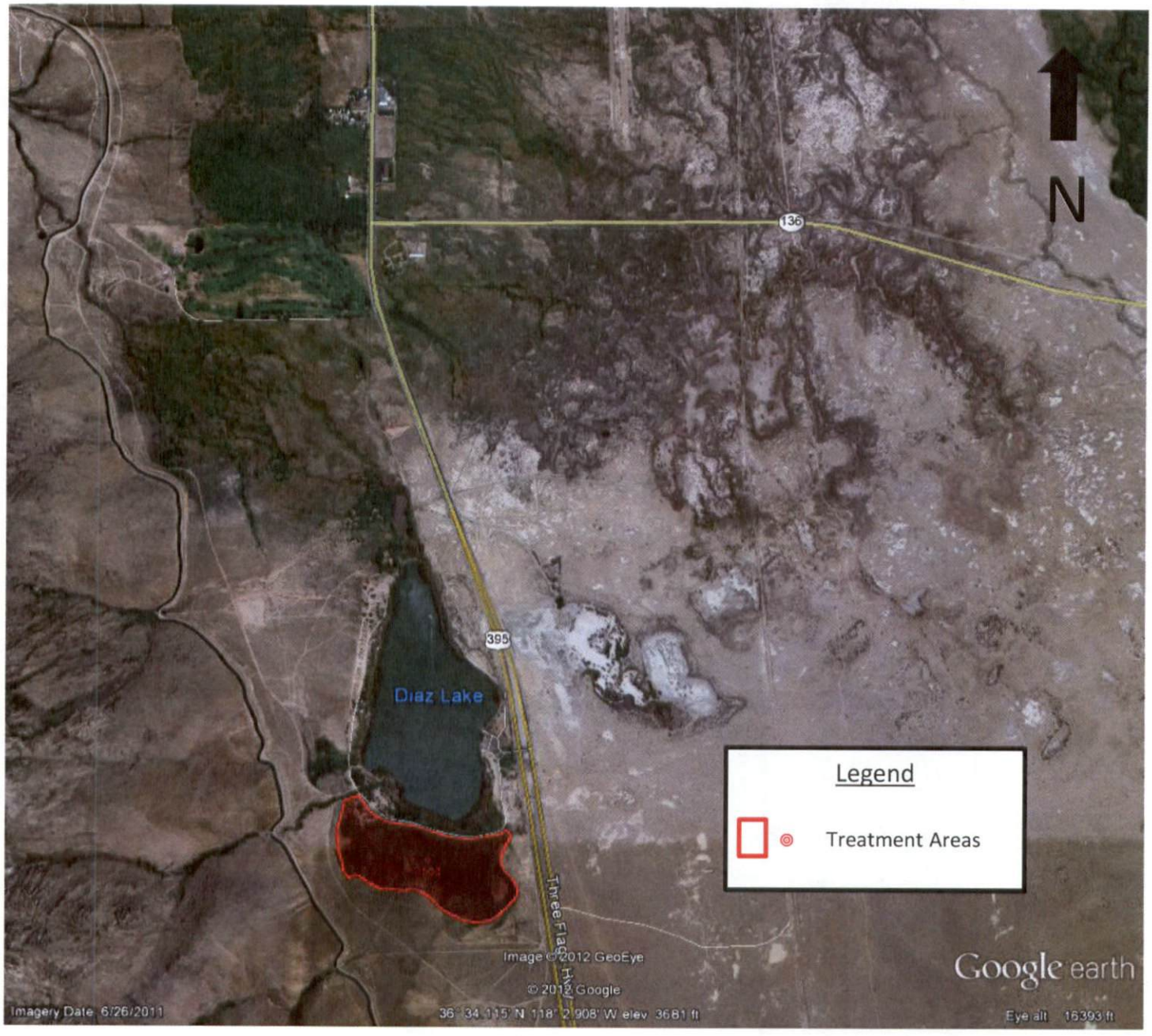
PROJECT LOCATION MAPS

Project Location Maps, Treatment Area - Map #4



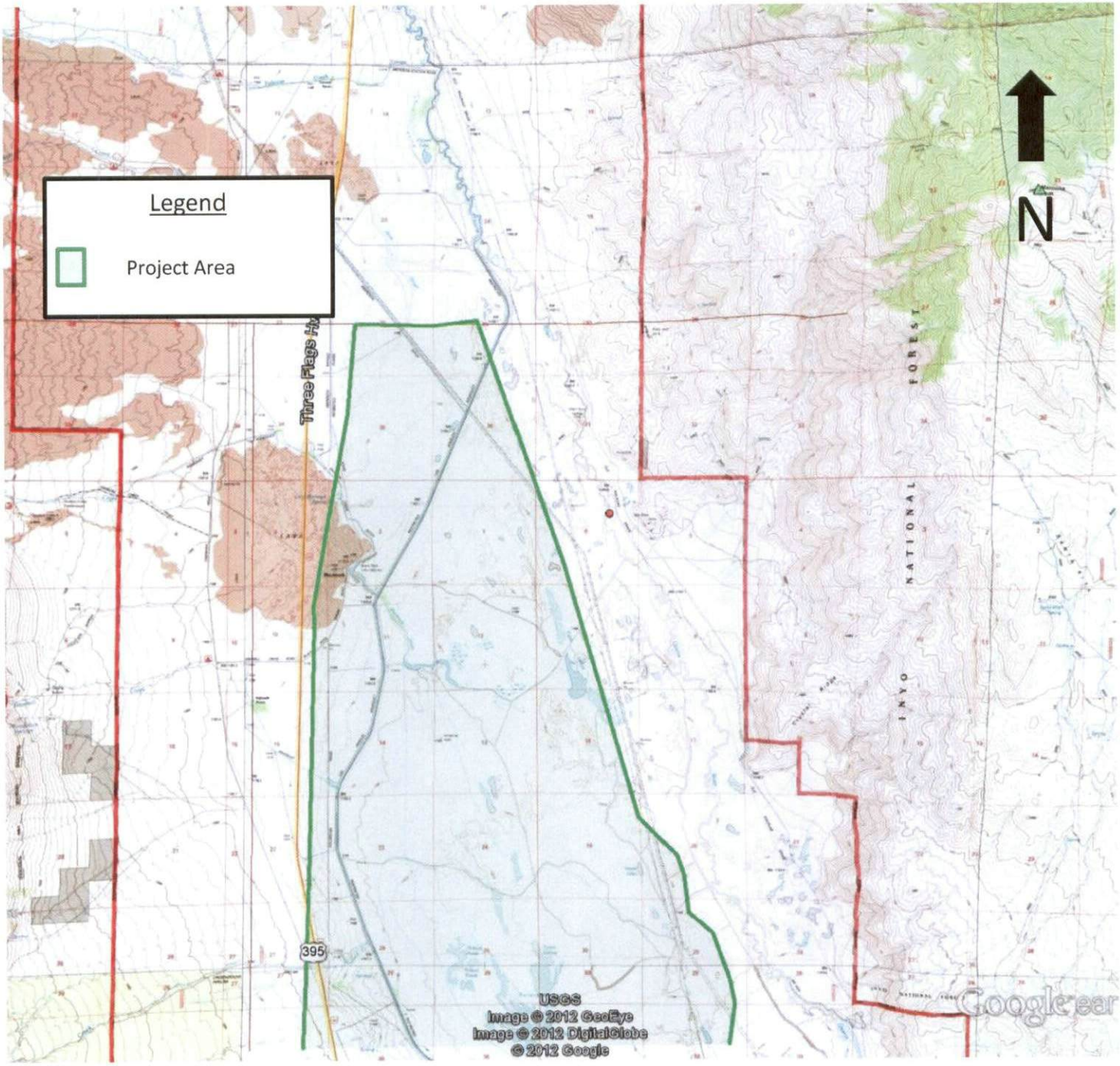
PROJECT LOCATION MAPS

Project Location Maps, Treatment Area - Map #5



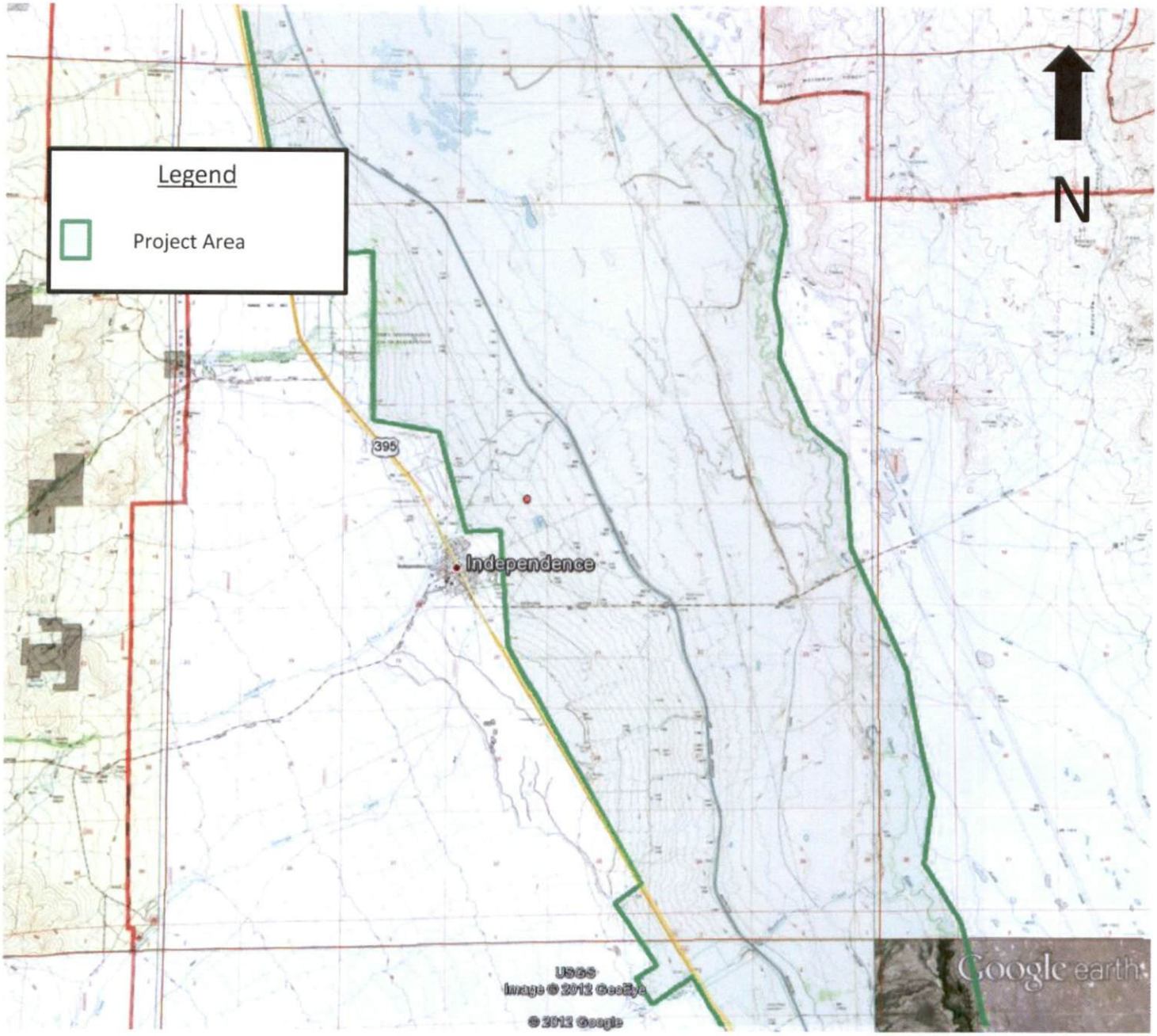
TOPOGRAPHIC MAPS

Project Area Topographic Maps - Map #1



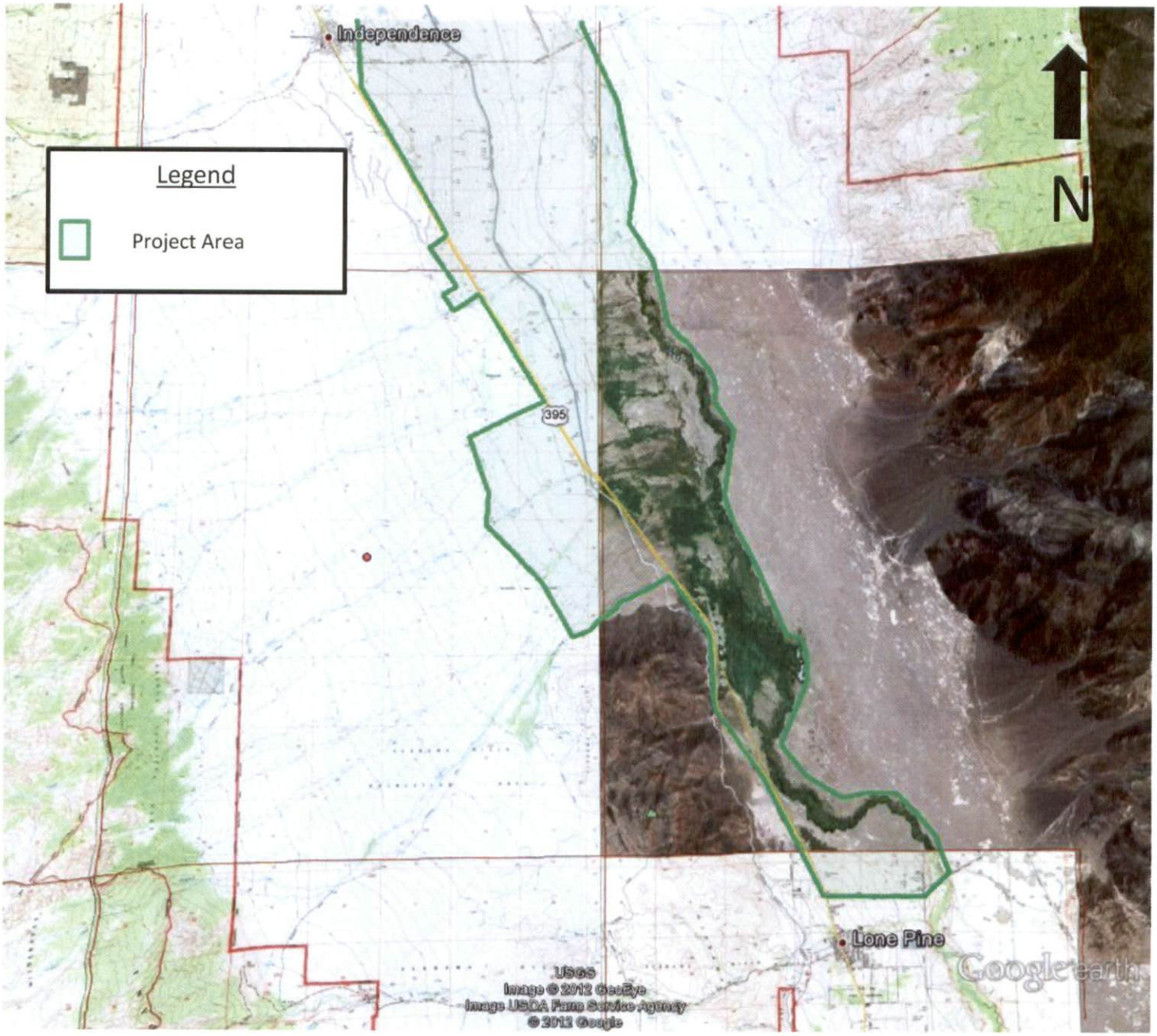
TOPOGRAPHIC MAPS

Project Area Topographic Maps - Map #2



TOPOGRAPHIC MAPS

Project Area Topographic Maps - Map #3



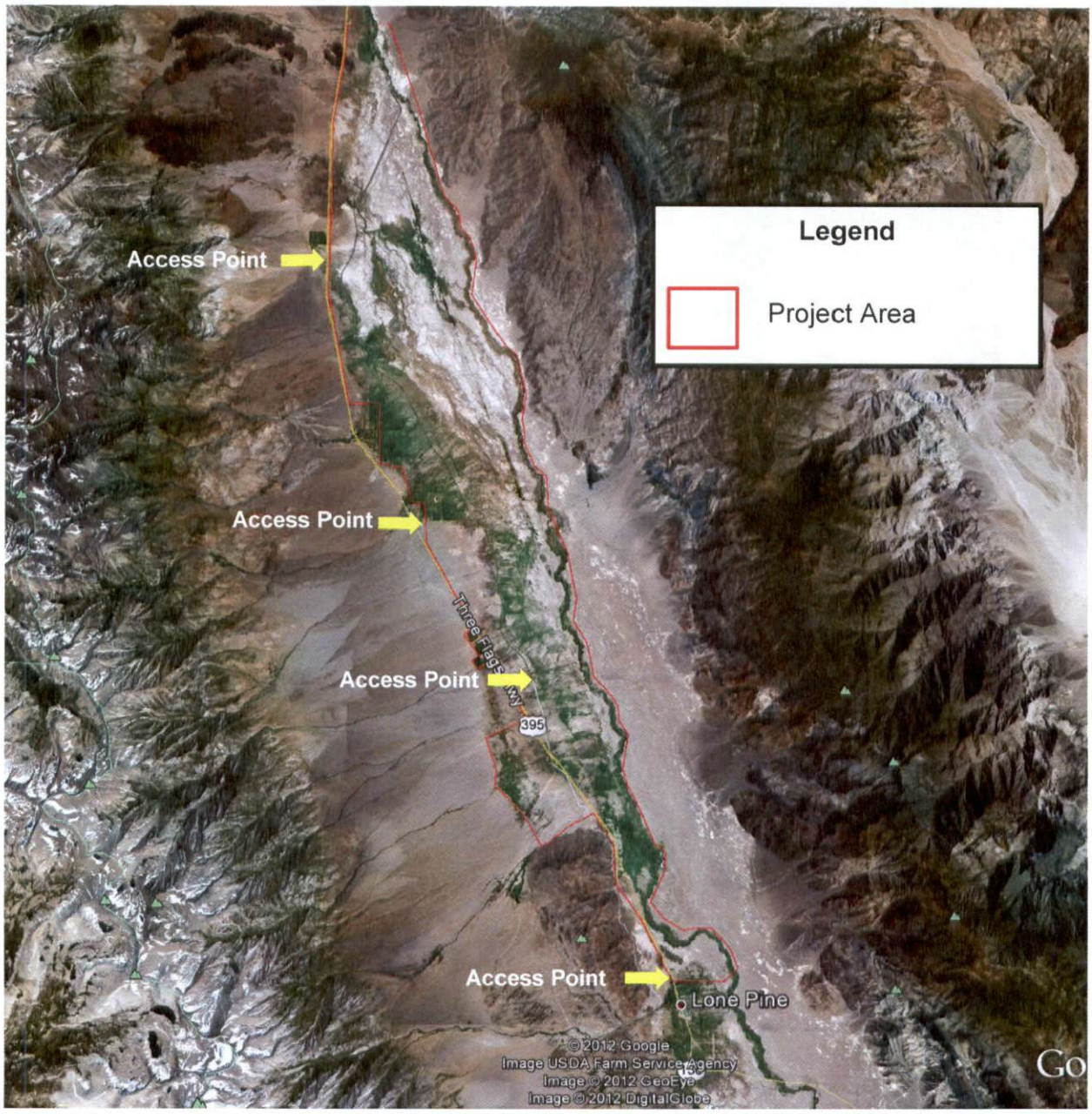
PROJECT SITE PHOTOS

1. Healthy rangeland in project area
2. Area infested with *Lepidium latifolium*, a target pest of the proposed project
3. River area infested with *Lepidium latifolium* showing cut banks and dense monoculture NOT PROJECT AREA
4. River area infested with *Lepidium latifolium* showing cut banks and dense monoculture NOT PROJECT AREA
5. Uninfested, restored section of the Lower Owens River

Tenure Documentation

Land tenure documentation has been delivered for signature to the landowner, and will be presented as soon as possible pursuant to the grant guidelines alternate process.

Site Plan


Legend
Project Area
Access Point
Access Point
Access Point
Access Point
Three Flags Rd
395
Lone Pine
© 2012 Google
Image USDA Farm Service Agency
Image © 2012 GeoEye
Image © 2012 DigitalGlobe

Leases or Agreements

No additional lease or agreement documentation applies to this project.

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Approval of ESAAA Advisory Council By-Laws and Authorize Member Recruitment

DEPARTMENTAL RECOMMENDATION:

Recommend Board (1) approve By-laws for the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council, including any approved changes recommended by the existing ESAAA Advisory Council; and (2) authorize the Deputy Board Clerk to conduct a recruitment for members with staggered terms beginning January 1, 2013, as outlined in the By-laws.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The former IMAAA Advisory Council had By-laws developed by Advisory Council members. They were used as a beginning point for the development of the new ESAAA by-laws. Updates include such topics as the name change, clarifying the purpose, clarifying that ESAAA subcontractors may not be members of the Advisory Council, clarifying membership categories as outlined by the California Department of Aging (CDA), and process for removal of members.

Your Board appointed, on June 26, 2012, an interim Advisory Council to assist in the transition of IMAAA to ESAAA, the setting of minimum funding percentages as required, and in the development of the Four-Year Plan. Now that those processes are all completed, we can move forward to approve by-laws and recruit on-going members of the Advisory Council. We are hopeful that we can have some Mono County residents on the Council, and our HHS staff has made contact already with some Mono County residents who have expressed interest in participation.

Lastly, your Board may consider whether or not you wish to include this Advisory Council as another group for your Board to appoint your own member annually, especially because we are required by CDA to have a category for an elected official.

ALTERNATIVES:

Board could choose not to adopt By-laws or conduct a recruitment, and the current ESAAA Advisory Council would continue to function as it is.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono (as part of our geographic region for services)

FINANCING:

No funding in this request.

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: yes Date: 9/24/2012
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: _____
BUDGET OFFICER:	**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) Jean Turner Date: 9-28-12

EASTERN SIERRA AREA AGENCY ON AGING (ESAAA)

ADVISORY COUNCIL BY-LAWS

ARTICLE I – NAME OF THE ORGANIZATION

The name of this organization shall be the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council, hereinafter referred to as "Advisory Council". ESAAA has been designated by the California Department of Aging (CDA) to serve as the Area Agency on Aging (AAA) for Planning and Service Area (PSA) 16, pursuant to the Older Californians Act (OCA) Section 9400. PSA 16 is geographically defined as the counties of Inyo and Mono.

ARTICLE II – STATEMENT OF PURPOSE

The purpose of this organization is to serve as the official Advisory Council for ESAAA pursuant to Section 9402 of the OCA, to be "a principal advocate body on behalf of older individuals within a planning and service area," and shall "provide advice and consultation on issues affecting the provision of services provided locally to older individuals." Such advice and consultation shall be provided directly to the ESAAA governing body which is the Inyo County Board of Supervisors.

ARTICLE III – MEMBERSHIP

SECTION 1 – APPOINTMENT

Following advertisement, as outlined by the Governing Board, for members in vacant membership categories, the ESAAA Governing Board shall appoint Advisory Council members during a publicly noticed meeting of the Governing Board. Meeting notice shall include the agenda with sufficient detail for the public to be informed in advance that Advisory Council members will be appointed.

SECTION 2 – NUMBER OF MEMBERS AND CATEGORICAL REPRESENTATION

The Advisory council shall be comprised of nine (9) total members from across the two-county region. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may *not* be employed by an entity currently in a subcontracting relationship with ESAAA.

Targeting efforts shall be made to ensure membership includes individuals from the following categories:

a. low income older adults
b. disabled persons
c. supportive services provider

d. health care provider
e. family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such legal custody, guardianship or raising the child informally.
f. local elected officials
g. individuals with leadership expertise in private/voluntary sectors

SECTION 3 – TERMS
Advisory Council members shall be chosen to serve staggered two-year terms. Members may serve more than one term, including consecutive terms.

SECTION 4 – MEMBER ABSENTEEISM, REMOVAL AND VACANCIES
Any member who misses three (3) consecutive meetings may be removed by majority vote of the Advisory Council.

Vacancies amongst the general membership will be filled following the method described in Section I of this article.

ARTICLE IV – OFFICERS, DUTIES

Officers shall be nominated from the membership and subsequently elected by majority vote of a quorum

SECTION 1 – CHAIRPERSON
The Chairperson shall serve a term of two (2) years beginning July 1st and shall perform the following duties:
1. Consult with the ESAAA Director concerning development of agenda items, issues and priorities.
2. Chair the Advisory Council meetings.
3. Cast last votes in case of tie vote by Advisory Council membership.
4. Represent the Advisory Council at meetings of the ESAAA Governing Board, and other meetings as deemed appropriate.
5. Establish ad-hoc committees as necessary.

SECTION 2 – VICE CHAIRPERSON.
The Vice-Chairperson shall serve a term of two years beginning July 1st and shall act as the Chairperson in his/her absence and perform all duties listed above.

ARTICLE V – CONFLICT OF INTEREST

Based on perceptions of a reasonable person, an Advisory Council member must leave the meeting room during all deliberations concerning funding for any project which the member's organization is directly involved or may benefit financially, and/or during discussions which influence the course, scope or prioritization of services if his/her organization may benefit from such course, scope or prioritization of services.
Such temporary absence during a meeting will be recorded as part of the minutes of that meeting.

ARTICLE VI – MEETINGS

Meetings of the ESAAA Advisory Council shall occur at least quarterly, and more frequently as necessary, to meet the statutory purposes of the Advisory Council. A summary of issues, discussions and recommendations from such meetings shall be provided promptly to the ESAAA Governing Board at the earliest opportunity by the ESAAA Advisory Council Chairperson, Vice-Chairperson, or by the ESAAA Director.

All meetings are open and accessible to the general public and attendance shall be encouraged through timely public notices. Videoconferencing will be used when possible to facilitate broader participation.

The Chairperson may call additional or special meetings. Notification to members and to the public shall be in compliance with California's Brown Act governing public meetings.

QUORUM

A quorum of the membership, defined as 50% plus one of the currently appointed members, shall be present in person or by videoconference before any business actions can occur in a meeting. In no event shall more than five (5) members be required for a quorum.

VOTING

A majority of the Advisory Council members present at the meeting at which a vote is taken is required to carry an action item.

ARTICLE -VII – AREA PLAN PUBLIC HEARINGS

Prior to the adoption of annual and four-year Area Plans for aging services in PSA 16, the Advisory Council shall hold at least one public hearing to allow area residents the opportunity to comment, ask questions, and make recommendations.

The Advisory Council shall provide a summary of such public hearing to the Governing Board prior to their approval of Area Plans.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Inyo National Forest Plan Update/Revision – Collaboration and Communication Plan Development and Listening Sessions

RECOMMENDATION: Discuss the recent Listening Sessions for Development of the Collaboration and Communication Plan for the Inyo National Forest Plan Update/Revision and Provide Direction to Staff

SUMMARY DISCUSSION: The Inyo National Forest is working on updating the Inyo National Forest Plan.[1] Recently, staff from the Center for Collaborative Policy (CCP), Cal State University Sacramento (which is assisting the Forest Service with outreach activities for the Plan Update) conducted Listening Sessions with a variety of identified interested parties to solicit input for development of the Collaboration and Communication Plan for the Update. Attached are questions posed during the Listening Sessions to guide the discussion.

Supervisors Arcularius and Fortney, and Mr. Wilson with Willdan (who is assisting the County in the Update effort) attended one of the Listening Sessions on October 1. CCP staff is working on providing a summary of the input received, and plans to provide this information in the near future

ALTERNATIVES: The Board could direct written correspondence to the Forest Service and the CCP (and authorize the Chair to sign) in response to the questions posed during the Listening Sessions, or otherwise provide input regarding the Collaboration and Communication Plan.

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

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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1 Refer to http://inyoplanning.org/InyoNationalForest.htm for more information about the County's participation in the Plan Update/Revision.

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

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

_____ Date: 10-10-12

Attachment: Interview Questions from Listening Sessions

Stakeholder Analysis Interview Questions

Inyo National Forest Plan Revision

Prepared by Center for Collaborative Policy, CSUS

Introductions

- Self-introductions – name, organization, why did you make time to be here?

1. Based on your organization's history of working with the Forest Service (this forest, or other forests, or nationally), in your opinion what has the FS done well when trying to communicate and involve you? What methods or factors really contributed to successful exchange? What missteps or mistakes were made?

2. In order to design a more effective collaborative strategy, we'd like to talk a bit about some of the forest use and management issues you think will be important during Plan Revision. What will be the most important issues to you during Plan Revision? Are there special considerations regarding how to work with the public on these issues? (For example, are there timing constraints or a need to involve special constituents who might not generally be involved?)

3. Given that the FS will have limited resources to commit to public involvement, what do you think would be the "biggest bang for the buck" tools or methods they should focus on for public involvement (e.g. workshops, website, webinars, newsletters, press release, social media, surveys, briefings, etc.)? What have you seen work well for other agencies or planning processes?

4. Who hasn't been at the table? (e.g. youth, minorities, visitors from out of area, etc.) Do you have advice for how to reach and engage them?

5. Given the diversity of perspectives that the FS will encounter, what advice do you have for how the Forest Service should address differences of interests and opinions?

6. For public meetings, what locations, venues or co-hosts do you recommend?

7. There are distinct phases of the Forest Plan Revision process: the assessment phase (an assessment of resource condition and trends); the Plan Revision phase, (analysis of a proposed revised plan under NEPA); and the monitoring phase (monitoring the implementation and effectiveness of the Plan direction.)

   Please share your thoughts about how you would like to be communicated with and involved in each phase, especially how that involvement might vary by phase.

8. After these listening sessions, the next step is to work with stakeholders to develop a Collaboration and Communication Plan for the Forest Plan Revision effort. We potentially will hold a one day/evening workshop later on in October to further develop and refine the plan. Would you or your organization like to be involved, and if so, who and how? (Be part of the workshop, email review of a draft plan, etc.) What day and time of the week would work best for you?

For Clerk's Use Only:
AGENDA NUMBER

17

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for XX a.m. ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 16th, 2012

SUBJECT: Building Blocks for Sustainable Communities: Tool #3, Neighborhood Planning for Healthy Aging.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: Review the Request for Letters of Interest, requesting Tool #3, Neighborhood Planning for Healthy Aging and authorize the Chair to sign.

SUMMARY DISCUSSION:

The Building Blocks for Sustainable Communities Program offers to provide technical assistance to 44-communities on the use of various tools to help them with their goals for community growth. This assistance includes both "ready to go" tools developed and tested over the past decade and newer tools that are being refined and developed. As a result of this technical assistance, the selected governments can increase their capacity to successfully implement smart growth and sustainable approaches that protect the environment, improve public health, create jobs, expand economic opportunity, and improve overall quality of life. One of the Tools currently being offered is the Neighborhood Planning for Healthy Aging.

The County's population demographics include 16.6% of the population is over 65-years and 32.6% are part of the baby boomer cohort (1946-1964), indicating the County's population will have an even higher percentage of people over the age of 65 in the years soon to come (2010 US Census). Many of the County's seniors are on fixed, low, incomes and have difficulty procuring goods and services, affordable housing, opportunities to socialize, exercise, as well as get medical attention due to the vast travel distances between services, and a limited public transportation system. The Building Blocks for Sustainable Communities: Neighborhood Planning for Healthy Aging toolset can help the County better plan for these important members of our community. Planning staff can use the results of any analysis conducted during this process, as well as, the specific tools provided as a result of the process, to develop policies that can be incorporated into the County's General Plan. Information and implementation recommendations can also be used to apply for future grants that address the issue affecting County's aging population.

ALTERNATIVES:

Do not approve and sign. This will eliminate the possible opportunity for technical assistance from the Building Blocks for Sustainable Communities Program in planning for the County's aging population.

OTHER AGENCY INVOLVEMENT:

This program is a collaborative effort among the U.S. Department of Housing and Urban Development, the U.S. Department of Transportation, and the U.S. Environmental Protection Agency. Staff from these

agencies will be working with County staff on this project. County planning staff will also coordinate with Health and Human Services, and Public Works staff on the project.

FINANCING:
This project is funded by the Partnership for Sustainable Communities, the County will provide minimal staff time in setting up community meetings, attending consultation meetings, and providing data. Staff can absorb this work with existing resources.

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

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

Date: 10-10-12

Attachments:

- Letter of Interest
- Building Blocks for Sustainable Communities 2012 Request for Letters of Interest – How to Apply Document.

October 9, 2012

Sarah Dale,

RE: Building Blocks for Sustainable Communities:

On behalf of the County of Inyo, Board of Supervisors, I would like to thank you for the opportunity to submit this letter of interest from the County of Inyo, California, for the Building Blocks for Sustainable Communities 2012. This letter includes the information as requested for items 1-8 in the 'How to Apply' document.

1. The County of Inyo is submitting this letter of interest for Tool #3: Neighborhood Planning for Healthy Aging.

2. Inyo County can best be described as rural. It is large in area (10,140 square miles), but low in population (18,536, per 2010 US Census) and most of the land area is under State, Federal and City of Los Angeles ownership (under 2% of the land area is privately owned). The County's population demographics include 16.6% of the population is over 65-years and 32.6% are part of the baby boomer cohort (1946-1964) indicating the County's population will have an even higher percentage of people over the age of 65 in the years soon to come. Many of the County's seniors are on fixed, low, incomes and have difficulty procuring goods and services, affordable housing, opportunities to socialize, exercise, as well as, get medical attention due to the vast travel distances between services, and a limited public transportation system.

3. The Neighborhood Planning for Healthy Aging Tool can help Inyo County identify ways to help provide seniors access to the services they need by analyzing where they currently live in relation to available services; how to get more services into small communities (especially medical); and, the current limitations of the public transportation system. This analysis can be used to generate goals and policies that can be incorporated into the County's General Plan, as well as, be used for future grant opportunities.

4. Some of the seniors in Inyo County are very vocal and engaged, but the majority is not. The County Planning department staff will work with the County's Health and Human Services staff to engage typically unrepresented seniors and get their input on living conditions in the County and their ideas for improvement. Staff will also help provide transportation for these seniors to get to the meetings and/or meet with them one-on-one and bring their information to the technical workshop if necessary.

5. Inyo County is currently in the process of updating its General Plan. This provides an opportunity to include new policies directed at enhancing local communities for the current senior population and prepare for the inevitable influx of aging baby-boomers

adding to the County's senior population. Any analysis that is generated from this tool will also be used to apply for available grants for senior programs including: affordable housing, meals, exercise, social opportunities, medical and mobility management, as well as, rural economic development tools to help bring services into the County's small communities.

6. Although the County is not currently receiving federal funding from the Partnership for Sustainable Communities, there are, several Livability Principals that this tool can help the County achieve:

    - Provide more transportation choices: especially with regard to alternative transportation choices that are appropriate and convenient for seniors, such as public transportation, walking and biking, as well as, basic mobility management and access.
    - Support existing communities: the County has a high senior population and would like to revitalize its existing communities with designs based, in part, on senior needs while safeguarding the rural landscape, which draws and retains people to the County.
    - Value communities and neighborhoods: a primary goal for the County in applying for this tool is to design the existing communities for easier walking, biking and general accessibility. This includes the provision of safe routes to services that can benefit the senior population in both transportation and health opportunities.

7. The County has the ability to provide the entire required elements list for tool#3 and can easily do so with the knowledge of who to invite and where to hold work sessions; extensive lists of appropriate community stakeholders, contacts and access to venues; interest from decision makers and their desire to participate; and, Geographic Information System capabilities with knowledgeable staff.

8. The primary point of contact in this effort is:

    - Cathreen Richards, Associate Planner: crichards@inyocounty.us, (760) 878-0447

    Additional staff includes, but is not limited to:
    - Josh Hart, Planning Director: jhart@inyocounty.us, (760) 878-0268
    - Jean Turner, Director of Health and Human Services: jturner@inyocounty.us, (760) 873-3305
    - Courtney Smith, Transportation Planner, Local Transportation Commission Liaison: csmith@inyocounty.us, (760) 878-0207

Again the County of Inyo Board of Supervisors would like to thank you for the opportunity to submit this letter of interest. We look forward to working with your knowledgeable staff to help us better serve our senior population. If you have any questions, please feel free to contact: Cathreen Richards, (760) 878-0447 or at crichards@inyocounty.us.

Sincerely,

Supervisor Marty Fortney, Chairperson Inyo County Board of Supervisors

Building Blocks for Sustainable Communities
2012 Request for Letters of Interest (RFLI)

Overview

Communities across the United States are turning their attention to smart growth and sustainable development approaches to revitalize their economies, create jobs, protect clean air and water, and improve residents' quality of life. However, when trying to implement these approaches, many communities run into barriers such as outdated zoning codes and other local regulations, lack of consensus around where and how to grow, and misconceptions about sustainable approaches in general. Moreover, many communities lack the technical expertise to implement smart growth strategies and the resources to educate local stakeholders about the environmental, economic, health, and quality of life benefits these approaches can bring.

The Building Blocks for Sustainable Communities Program seeks to provide technical assistance to up to 44 communities on the use of various tools to help them achieve their goals for growth. The assistance includes both "ready to go" tools developed and tested over the past decade and newer tools that are being refined and developed. These tools have helped many communities overcome barriers and move toward smarter, more sustainable growth. As a result of this technical assistance, selected local and/or tribal governments will increase their capacity to successfully implement smart growth and sustainable approaches that protect the environment, improve public health, create jobs, expand economic opportunity, and improve overall quality of life.

The Building Blocks program supports the priorities of the Partnership for Sustainable Communities,[1] a collaborative effort among the U.S. Department of Housing and Urban Development, the U.S. Department of Transportation, and the U.S. Environmental Protection Agency to improve access to affordable housing, increase transportation options, and lower transportation costs while protecting the environment. The Partnership agencies coordinate federal investments in housing, transportation, and environmental protection to help communities become prosperous, healthy, environmentally sustainable, and rich in opportunities.

For a selected community, each technical assistance project includes:

- An option for public engagement (e.g., a meeting or workshop that is open to the public).
- Direct consultation with decision-makers whose work relates to the specific barrier to smart growth and/or sustainable growth. These can include planning, transportation, environmental, and economic development department heads; commissioners; senior municipal staff; and elected officials. The relevant decision-makers will vary in each community and will depend upon the tool being delivered. For example, the *Using Smart Growth to Produce Economic and Fiscal Health* tool might require meetings with the city manager or mayor, head of the department of economic development, local or regional Chamber of Commerce, and elected officials.
- A five-page memo outlining options for specific next steps to implement some of the ideas generated during the technical assistance workshop.

Building Blocks for Sustainable Communities is geared toward communities that are relatively new to sustainable communities approaches but have a basic understanding of smart growth principles and how they apply locally. Communities most appropriate for the Building Blocks program recognize that they have

[1] More on the Partnership for Sustainable Communities: http://www.sustainablecommunities.gov

development challenges and are trying to kick-start efforts to address a specific local issue.

Technical assistance to selected communities will be provided over one to two days and will require some preparation by the community, including "community homework" and data collection. Communities might also receive limited follow-up assistance after the workshop. Assistance will be provided through analysis of the community's prepared materials and homework, presentations, meetings with community stakeholders, and/or activities that educate participants about the impacts of the community's development policies.

The program operates as follows:

1. In submitting a letter of interest, communities will select one of nine tools offered by EPA (See descriptions on pages 5-13). Communities can submit multiple letters of interest, but each letter should be specific to one tool.

2. EPA will contact the selected communities to schedule a workshop, discuss mutual expectations as well as roles and responsibilities, and review details about the program. The EPA technical assistance team and the community will participate in at least two conference calls.

3. EPA's contractors, along with EPA headquarters and/or regional office staff, will conduct a one- to two-day visit to the community to deliver the assistance related to the selected tool. This workshop will occur between December 2012 and May 2013. A memorandum summarizing the results of the visit and potential next steps will be provided to the community within three weeks of the workshop.

This is the third round of the Building Blocks for Sustainable Communities Program. Selected communities will test new tools or finalize tools that were offered in previous years.

How to Apply

EPA requests a letter of interest from each community that would like to receive assistance. The letter of interest should contain the following information and must be **no longer than two (2) pages.** (Please **do not** submit letters of support, maps, or other supplemental information.)

1. **Identify the ONE tool for which you are seeking assistance.** Select one (1) of the nine (9) tools described on pages 5-13.

2. **Describe the nature of the smart growth or sustainable communities-related challenge(s) facing your community,** including any relevant data to demonstrate the challenge. If applicable, describe how this challenge affects low-income, minority, tribal, and/or other communities facing disproportionate environmental or health risks.

3. **Explain the relevance of the selected tool to the challenge(s).** Recipients may select only one type of assistance per letter of interest. Communities can submit multiple letters of interest, but the nature of the challenge should correspond with each tool requested. Applicants must describe how the community's issues can be addressed through the technical assistance workshop.

4. If applicable, briefly **describe your plan for engaging traditionally underrepresented communities,** including low-income, minority, tribal, and/or overburdened[2] communities, in the technical assistance workshop.

[2] An overburdened community is defined as a community with "minority, low-income, tribal, and indigenous populations and communities in the United States that experience disproportionate environmental harms and risks as a result of greater vulnerability to environmental hazards. This increased vulnerability may be attributable to an accumulation of negative and a lack of positive

5. **Describe the community's expected capacity for implementation,** e.g., local policy change, additional consideration for physical improvements, new incentives, etc. EPA looks to assist communities that are ready for implementation and success once the building blocks workshop and next steps memo are complete. EPA will monitor progress of next steps implementation; therefore, communities should request assistance only if they believe they have the capacity for implementation. If applicable, include a short description of the benefits the assistance is expected to provide to low-income, minority, tribal, and/or overburdened communities. **EPA will follow up with the community after the workshop to determine the impact of the assistance and to inquire about what changes have been made as a result. Selected communities should be prepared to provide this feedback.**

6. If applicable, **describe how this assistance will complement work being done using other federal funding your community is receiving,** particularly assistance from other Partnership for Sustainable Communities agencies. Specifically highlight:

    - The likelihood that the proposed work will advance the Livability Principles[3].
    - This workshop's alignment with a local or regional integrated planning process.
    - The strength of plans for involvement of community residents in the workshop's planning and implementation, including historically underrepresented and overburdened populations.

7. **Affirm that the community can provide the information or materials listed in the "What the Community Provides" section of each tool description.**

8. **List the primary point of contact and other key stakeholders who will be involved in the technical assistance work, including name, title, address, email, and phone number.**

Letters must be signed by a mayor, city manager, elected official, or other official representative of the community. **This signature represents the community's support and commitment to this program and assistance.**

Letters of interest must be submitted in an attachment (Microsoft Word or PDF file) by email to Sarah Dale (dale.sarah@epa.gov) no later than **October 26, 2012, at 3:00 p.m.** Eastern Daylight Time. If you have questions about this solicitation, please contact Ms. Dale at dale.sarah@epa.gov or 202-564-6998.

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environmental, health, economic, or social conditions within these populations or communities." (http://www.epa.gov/compliance/ej/resources/policy/plan-ej-2014/plan-ej-rulemaking-2011-09.pdf)

[3] http://www.sustainablecommunities.gov/aboutUs.html

Please save your file using the following format: Name of Jurisdiction Name of State and corresponding tool number (#x) based on the following list. For example: Catonsville, Maryland #1.

Tool #1: Planning Bikeshare Programs
Tool #2: Supporting Equitable Development
Tool #3: Neighborhood Planning for Healthy Aging
Tool #4: Parking Audit
Tool #5: Creating a Green Streets Strategy
Tool #6: Using Smart Growth to Produce Economic and Fiscal Health
Tool #7: Green Building Toolkit
Tool #8: Sustainable Strategies for Small Cities and Rural Areas
Tool #9: Land Use Strategies to Protect Water Quality

No previously submitted letters of interest will be considered. Please note that only letters submitted in response to this request for letters of interest will be considered for assistance.

Selection of Communities
EPA will review the letters of interest based on communities' response to items 1-8 above[4]. Reviewers will include staff from EPA's Office of Sustainable Communities as well as each of EPA's 10 regional offices. Given the anticipated demand for this program, many communities will not receive direct technical assistance. However, communities not selected will receive a finalized version of the Building Blocks tool that they requested when it is ready for distribution. This tool will be in a user-friendly format that allows the community to conduct the workshop independently or with assistance from national or regionally focused experts. Securing this supplemental assistance is at the discretion of the community and is not EPA's responsibility.

EPA's Role
EPA will bear full responsibility for contracting the services to be provided and for distributing an appropriate number of hard-copy publications and/or tools to the community. EPA staff will be integrally involved in all planning, including planning of the workshop, and in reviewing all materials developed in association with the workshop

Timeframe
EPA expects to select recipients by early December 2012 and provide all technical assistance by May 2013.

[4] Further guidance will be available on EPA's website. http://www.epa.gov/dced/buildingblocks_faq.htm

TOOL #1: PLANNING BIKESHARE PROGRAMS

Communities nationwide are investing in bikeshare as a public transportation option. This tool will provide a framework for exploring a community's potential to establish a bike share program.

Community Benefits

While communities across the United States are interested in starting bikeshare programs, they need to explore several issues to determine if it makes sense for them. This tool will provide an overview of the items to be considered before investing in bikeshare. These include understanding bike share technologies (i.e., how bikeshare works), tools for developing demand and revenue estimates, and strategies for using sponsorship or advertising to close the gap between costs and operating revenues. Workshops will identify possible organizational structures (i.e., who owns and operates the system) and illustrate how bikeshare can function without requiring public agency capacity. Prior to workshops, communities will complete a checklist to identify local factors relevant to bikeshare planning (i.e., existing organizations or potential funding partners) so the workshops can incorporate local examples and leave the community with pertinent next steps.

Areas of Focus

The tool will focus on the following areas:

- Feasibility: Understand bikeshare system options, including both low-technology and advanced systems.
- System planning: Understand tools for identifying service area, system size and system phasing.
- Business plan: Identify funding, phasing, and management models for bikeshare systems. Learn strategies to engage local partners to explore public-private partnerships.
- System operations: Understand the operational needs for system balancing, equipment maintenance, and related items.
- Health, safety, and social equity: Understand potential health benefits, safety issues, and strategies to ensure bikeshare is accessible to a wide segment of the population.

Who Should Attend:

- / Elected officials.
- / City/county staff, including public works and transportation staff.
- / Community and neighborhood leaders.
- / Potential system partners, including financial institutions, healthcare institutions, universities, etc.
- / Other stakeholders.

How It Works:

- / One- to two-day assistance, including an evening public presentation, a morning work session with local government departments and other key stakeholders, and an afternoon meeting with local government leaders.
- / Applies national examples to the community's needs and opportunities.

What the Community Provides:

- / Marketing of public workshop.
- / Invitations to key stakeholders to attend work sessions.
- / Local logistics.
- / Local key contact.
- / Decision-makers' commitment to attend the workshop.
- / Completed checklist/questionnaire to identify local conditions.

Outcomes:

- / A better understanding of how bikeshare programs work.
- / An understanding of the basic elements of implementing a bikeshare program.
- / Identification of potential barriers to bikesharing and strategies to overcome them.
- / An understanding of legal, health, and social equity implications.
- / A framework for assessing the feasibility of bikesharing.

TOOL #2: SUPPORTING EQUITABLE DEVELOPMENT

This tool will help communities evaluate their needs around equitable development and identify the most effective tools and strategies to address those priorities.

Community Benefits

Although economic growth and revitalization are common goals in many lower-income communities, achieving these goals is frequently accompanied by concerns that new development will displace existing residents. Equitable development principles provide communities with a path to improve their quality of life and economic opportunities while ensuring that existing residents are not displaced and have full access to the benefits of these improvements. Equitable development is not just about affordable housing; it includes the full range of factors that contribute to residents' quality of life, including access to high-quality employment; safe, walkable neighborhoods; regional transportation connections; and access to the amenities, services, and community institutions residents need to thrive.

Areas of Focus

This tool will guide communities through the process of identifying the most pressing equitable development priorities and selecting mechanisms to address them. Each community will receive a self-assessment questionnaire to help identify its goals and needs, including a step-by-step guide to gathering key existing conditions metrics in neighborhoods. This self-assessment will be structured around the following components, which will also provide the framework for the workshop:

- Preservation and development of housing that is affordable to a range of income levels.
- Preservation and strengthening of commercial business districts and locally important destinations.
- Access to high-quality employment opportunities for local residents.

In the workshop, participants will review the findings of the assessment and identify the tool(s) most relevant to addressing community priorities. National experts will lead stakeholders in an interactive exercise to match the appropriate tools to the community's specific goals and context. Experts will also provide specific options for next steps, including the identification of key community institutions and potential partnerships.

Who Should Attend:

- / Elected officials.
- / City/county staff, including economic development and planning staff.
- / Community and neighborhood leaders.
- / Other stakeholders.

How It Works:

- / Community will receive an assessment tool before the workshop.
- / One- to two-day session will begin with a public workshop to gather community input.
- / Consultants will conduct an in-depth session with staff and key participants to review community goals and self-assessment, discuss equitable development tools, and match to local needs and context.

What the Community Provides:

- / Marketing of public workshop.
- / Invitations to key stakeholders to attend work sessions.
- / Local logistics.
- / Local key contact.
- / Decision-makers' commitment to attend the workshop.
- / Self assessment and background information on demographics, market conditions, and community issues and concerns.

Outcomes:

- / Knowledge of best practices in equitable development.
- / An understanding of local needs and areas of vulnerability.
- / Identification of strategies to promote equitable growth.
- / Options for next steps and additional data analysis.

TOOL #3: NEIGHBORHOOD PLANNING FOR HEALTHY AGING

As a community's population ages, it will be necessary to plan for the changing needs and abilities of older citizens. Supportive neighborhood design can help residents "age in place" and maintain healthy, active lives. This tool will help communities create great places for aging residents.

Community Benefits

Neighborhood design that supports aging allows residents to remain active, independent, and engaged in their community as they grow older. Such a lifestyle can reduce isolation and depression, improve individual fitness, and reduce disabilities related to aging, which improve quality of life while easing the caretaking burden on family and others. For public agencies, planning for an aging population can reduce the cost of providing services. Although the specific solutions will vary from one community to the next, the tool will help to identify focus areas for action and prioritize actions that support healthy aging. Strategies could include improving neighborhood walkability, safety, and comfort; improving transit access; and increasing the diversity of housing types.

Areas of Focus

The tool is focused on evaluating the built environment and planning strategies that can support aging populations. It will identify neighborhoods with current or projected concentrations of elderly residents and evaluate whether current neighborhood design supports or hinders older adult mobility, accessibility, housing choice, and social interaction. A presentation on best practices for aging populations and discussion and ranking of community strengths, needs, and priorities will help to stimulate thinking about the types of solutions that will be most appropriate for residents and how to prioritize and implement them. The tool will be action-focused, with an emphasis on practical strategies that can be implemented across different agencies and sectors.

Who Should Attend:

- Elected officials.
- City/county staff, including community development, public works / transportation, parks and recreation, and planning staff.
- Community and neighborhood leaders.
- Local Area Agency on Aging staff.
- Social service providers.
- Organizations and advocates for disabled persons, affordable / senior housing, and low-income populations.

How It Works:

- One- to two-day assistance including a day-long work session with local government departments and other key stakeholders to assess local conditions and discuss strategies and priorities. Findings will be presented and discussed in follow-up meetings with key decision-makers.

What the Community Provides:

- Promotion and coordination of work session.
- Invitations to key stakeholders to attend work session.
- Local logistics.
- Local key contacts and meeting coordination.
- Decision-makers' commitment to attend the workshop.
- Support in neighborhood and asset mapping.

Outcomes:

- Identification of focus neighborhoods within the community.
- An understanding of best practices for the built environment that support healthy aging.
- Articulation of community priorities related to healthy aging and a prioritized set of strategies and action items to create communities that support healthy aging.
- An understanding of agency roles to implement the strategies and commitments to action.

TOOL #4: PARKING AUDIT

A parking audit provides an opportunity to review and evaluate local parking policies and practices and offer advice based on parking management strategies from across the nation, with an emphasis on what has led to success in other communities.

Community Benefits

Effective parking policy and management can be a key element in local and regional growth. Parking policies can help or hurt a community's ability to support economic vitality and resilience; new and infill development; and effective, balanced transportation options. Often cities and commercial districts struggle with managing parking supply and demand in parking policies, requirements, and enforcement strategies. By addressing all five elements of parking—demand, supply, economics, enforcement, and administration—an audit helps local leaders and stakeholders see parking policy in the context of overall growth management and economic strategies.

Area of Focus

The parking audit will focus on the parking issues of a specific district or neighborhood in the context of citywide policies and programs. The community can apply the results to other areas of the municipality. The audit could tackle issues such as promoting a park-once environment, managing on-street parking, or promoting shared parking. The one-day program is designed to engage key stakeholders, which might include residents, property owners, and owners of local businesses. The workshop will help facilitate the conversation between these community members and local officials about which parking strategies are most appropriate for the community and how those strategies could be adapted and implemented.

Who Should Attend:

- Elected officials.
- City/county staff, including public works and transportation staff.
- Community and neighborhood leaders.
- Law enforcement officials.
- Merchants and property owners.
- Other stakeholders.

How It Works:

- One- to two-day assistance includes an evening public presentation, a morning work session with local government officials and other key stakeholders, a tour of the relevant parking area, and an afternoon meeting with local government leaders.

What the Community Provides:

- Marketing of evening presentation.
- Invitations to key stakeholders to attend work sessions.
- Local logistics.
- Local key contact.
- Decision-makers' commitment to attend the workshop.
- Current ordinances and related materials to describe community parking issues.
- Current data on parking supply and demand.

Outcomes:

- Answers to specific technical questions and problems.
- Options for low-cost ways to gather data and estimate demand.
- Community members build a common vocabulary, debunk myths, focus on shared values, build or validate common visions, and learn basic principles and practices.
- Practical strategies for improving the built environment in ways that increase economic vitality.

TOOL #5: CREATING A GREEN STREETS STRATEGY

A green street incorporates green infrastructure to manage stormwater while making the street more walkable and aesthetically appealing. This tool will help communities develop strategies for greening their streets based on national models and case studies.

Community Benefits

This tool will showcase a range of national best practices for incorporating green streets strategies for public areas in the street right-of-way. Communities will learn about green infrastructure elements such as street trees, rain gardens, and permeable paving. Communities will also learn how to develop interdepartmental cooperation, maintenance strategies, and funding mechanisms to implement and maintain green streets. These actions could result in reduced pollution, reduced flooding, increased green space, improved air quality, and reduced demand on a community's sewer collection system. Beyond the environmental benefits, green streets strategies can also make the streets more pleasant for pedestrians and cyclists while still accommodating automobiles.

Areas of Focus

The focus of this assistance will be an assessment of the existing conditions for four to six street locations in the community. Assistance will include options for incorporating a variety of green street concepts and ideas into local practice and setting the policy and organizational framework to effectively implement green street concepts. See EPA's web page "Green Streets Initiatives Around the U.S." for examples of what other communities have done.

Who Should Attend:

- Elected officials.
- City/county staff, including public works and transportation staff.
- Community and neighborhood leaders.
- Other stakeholders.

How It Works:

- One- to two-day assistance includes a morning work session with local government officials and other key stakeholders, a tour of existing green infrastructure installations, an afternoon meeting with local government leaders, and an evening public workshop.

What the Community Provides:

- Marketing of public workshop.
- Invitations to key stakeholders to attend work sessions.
- Local logistics.
- Local key contact.
- Decision-makers' commitment to attend the workshop.
- Background information on current and planned sustainability initiatives.

Outcomes:

- An understanding of the relationship between smart growth and green streets.
- An understanding of how green streets help a community meet its environmental goals.
- Identification of barriers to green streets and how to address them.
- A framework to guide the creation of a long-term green streets strategy.

Tool #6: USING SMART GROWTH TO BUILD FISCAL AND ECONOMIC HEALTH

Smart growth strategies have inherent efficiencies and can minimize private and public costs while maximizing property values and associated revenues.

Community Benefits

This tool outlines strategies and approaches that can help cities integrate their land development policies, their municipal budgets, and their long-term economic development goals. These strategies could reduce service and infrastructure costs and increase revenues in an era when limited resources mean that growing inefficiently is no longer an option. While the public sector will see ongoing benefits from more efficient development patterns, developers can realize efficiencies at the project level that can increase their returns and preserve capital that they can invest elsewhere.

Areas of Focus

The technical assistance has two parts:

- An evening presentation to key stakeholders showing attendees how smart growth land use strategies can help strengthen local fiscal health, which in turn encourages economic development.
- A working session with staff the next day defining the factors that are driving change in the community and showing how to build on the community's strengths to address these trends and build value for the community. This tool will facilitate a discussion among economic development, finance, and planning staff.

At the end of the technical assistance, the community will gain strategies for allocating municipal resources (including land, municipal services, facilities, and infrastructure projects such as water, sewer, transportation, and public facilities) in a way that will build a more sustainable fiscal and economic position for the community.

Who Should Attend:

- Elected officials.
- City staff, including economic development, planning, public works, and finance staff.
- Community and neighborhood leaders and other stakeholders.

How It Works:

- One-and-a-half-day session begins with an overview of how land use, fiscal health, and economic benefits intersect.
- Sessions highlight case studies and apply examples to local needs and opportunities.
- Includes assessment of key factors contributing to your community's fiscal health.

What the Community Provides:

- Marketing of event.
- Local logistics.
- Local key contact.
- Decision-makers' commitment to attend the workshop.
- Background information on the economic conditions and issues of the community.
- Parcel-based property tax analysis by land use type.

Outcomes:

- An understanding of how land use patterns can help communities save money and make money.
- Strategies for applying lessons from other places around the country to local opportunities and needs.
- An understanding of community assets needed to maintain economic and fiscal health, e.g., how do we do more with what we have?
- An understanding of how to leverage opportunities and where leveraging opportunities are—e.g., federal investment in transit, new employment center, disaster relief, etc.

TOOL #7: GREEN BUILDING TOOLKIT

The process of designing, developing, and inhabiting the built environment has a profound influence on a community's economy, environment, and quality of life. This tool focuses on identifying community policies that will support compact development featuring sustainably built, healthful homes and commercial buildings.

Community Benefits

Green building offers local jurisdictions many tools to improve the health and environmental sustainability of their communities. Through this workshop, community members will learn about the basic elements of green building—sustainable siting and site management, materials and resource conservation, energy conservation, water efficiency, and indoor air environmental quality—and the economic, public health and environmental benefits of green building approaches. The community will discuss possibilities for enabling these green building elements through public policies or code changes.

Areas of Focus

This assistance will focus on the EPA publication *Sustainable Design and Green Building Toolkit for Local Governments* (PDF) (92 pp, 15MB, About PDF). Before the workshop, communities will use this publication to conduct an assessment of their existing policies and codes to evaluate the extent to which they currently support or hinder green building. During the workshop, experts will work with the community to evaluate the assessment results and to develop options for revising policies and codes to address obstacles identified in the assessment and to achieve the community's goals.

Who Should Attend:

- Local government "green teams."
- Code officials.
- Law enforcement officials.
- Building professionals.
- City planning and zoning staff.
- Elected officials and key staff.
- Other stakeholders.

How It Works:

- Community will receive an assessment tool before the workshop.
- One-to-two day session with community leaders and staff begins with an overview of the principles of smart growth and green building.
- Review of the assessment tool results and discussion of potential options for addressing gaps, including examples from other communities.
- Facilitated session to discuss an action plan for supporting greener building practices through local policies.

What the Community Provides:

- Results of the assessment.
- Background information such as local codes and plans.
- Organization of workshop and tour.
- Decision-makers' commitment to attend the workshop.
- Local logistics.
- Local key contact.

Outcomes:

- Identification of local green building goals and options for policies and code changes to implement them.
- Understanding of the benefits that the community can achieve by adopting greener building practices.

Tool #8: SUSTAINABLE STRATEGIES FOR SMALL CITIES AND RURAL AREAS

This workshop, tailored to small cities and rural areas, will offer a menu of "quick fixes" local governments can make to their zoning codes to promote smart growth.

Community Benefits

Identifying hurdles to smart growth in local development codes—and ways to remove them—will help small cities and towns promote community goals, sustainable and efficient development patterns, and economic growth. This workshop will help participants understand the basic principles of smart growth and potential code changes that could be adopted to promote compact, walkable communities that encourage investment in existing neighborhoods while preserving farmland and open space. Participants will develop an initial list of priority "fixes" to their local codes and an implementation strategy.

Areas of Focus

This tool will draw on several publications, including Essential Smart Growth Fixes For Rural Planning, Zoning, and Development Codes, *Putting Smart Growth to Work in Rural Communities*, and others. Topics can include planned unit developments, right-sizing roads, protecting sensitive natural and agricultural areas, rural commercial development, fiscal impact analysis, annexation policies, and conservation development, among others. The presentations and discussions will focus on implementation issues and strategies drawing on experiences in other rural communities.

Who Should Attend:

- Community and neighborhood leaders.
- Builders and developers.
- Landowners.
- Elected officials and key staff.
- Other stakeholders.

How It Works:

- One- to two-day session with community leaders and staff begins with an overview of smart growth principles and some typical disconnects between those principles, community goals, and local development codes. Tips on overcoming these shortcomings are presented from best practices in other communities.
- Driving/walking tour of the community to discuss priority fixes to perceived problems on the ground.
- Hands-on working session with local officials to conduct an initial zoning code assessment and identify 4-6 priority fixes and a strategy for implementing them.

What the Community Provides:

- Background information such as local codes and plans.
- Organization of workshop and tour.
- Decision-makers' commitment to attend the workshop.
- Local logistics.
- Local key contact.

Outcomes:

- Identification of local smart growth goals and options for code changes to implement them.
- Understanding of smart growth principles and how zoning codes can help accomplish them.
- Specific list of local priority code fixes and tips and advice on implementation strategies.

Tool #9: LAND USE STRATEGIES TO PROTECT WATER QUALITY

Communities are looking for ways to maximize the opportunities and benefits associated with growth while minimizing and managing its environmental impacts, especially stormwater runoff. This tool helps communities talk through green infrastructure approaches to tackle these impacts.

Community Benefits

This workshop walks the community through each of the four prongs of green infrastructure (see bullets below) to identify possible ways the community might use development practices to better manage stormwater runoff. This workshop is not intended as a guide on how to design and construct a rain garden, but rather how the community might use development approaches to meet its stormwater requirements and strengthen its economy.

Areas of Focus

Communities will be introduced to strategies that will help them prioritize investments and coordinate their efforts around key themes such as compact development, streets, parking, open space preservation, and site-specific stormwater management practices. Specifically, this tool will help communities:

- Preserve and enhance natural features, such as undisturbed forests, meadows, wetlands, regional and neighborhood greenways, trails, and other natural areas.
- Recycle land by directing new development to already-degraded land, such as parking lots, vacant buildings, and abandoned malls.
- Reduce land consumption and development footprint by using land more efficiently.
- Reuse stormwater by directing it back into the ground through infiltration, evapotranspiration, or through capture and reuse techniques.

Who Should Attend:

- / Planners.
- / Economic development officials.
- / Transportation officials.
- / Community commissioners.

How It Works:

- / One- to two-day assistance includes a morning work session with local government officials and other key stakeholders, an afternoon meeting with local government leaders, and an evening public workshop.

What the Community Provides:

- / Marketing of public workshop.
- / Invitations to key stakeholders to attend work sessions.
- / Local logistics.
- / Local key contact.
- / Decision-makers' commitment to attend the workshop.
- / Background information on current and planned sustainability initiatives.

Outcomes:

- / An understanding of the relationship between water quality and land use.
- / Possible approaches to modify local codes, ordinances, and policy to meet the community's land development, water quality, and economic development goals.
- / Community prioritization for next steps to implement strategies discussed in the workshop.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: Office of County Counsel

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Authorization to Enter a Contract with Westlaw for Online Legal Research and Legal Publications

DEPARTMENTAL RECOMMENDATION: Approve the attached contract with Westlaw for online legal research services and legal publications for the three year period commencing November 1, 2012, for the total amount of $60,000.00 over three years, contingent upon Board of Supervisors approval of future budgets and upon obtaining the appropriate signatures; and authorize the Chairperson to sign.

SUMMARY DISCUSSION: This contract amounts to a reduction in research and library expenses for the County Counsel's office of about $6,000.00from the last year. The savings result from terminating subscriptions for West books that will be available on-line.

The County Counsel department has traditionally utilized Westlaw for on-line research. The Lexis-Nexis company also offers on-line legal research and the office compared costs between the two services. Each company offers different secondary research materials, which are often roughly comparable. Westlaw offers on-line research service over the three year period for $45,726.47 and a necessary subscription for bound volumes of the California Codes for an estimated $13,787.60. (The bound volume price is approximate in that West charges per annual pocket part and occasional reissuances of volumes, which all occur at irregular intervals.) Lexis offers a comparable on-line research service for $37,260.00 and bound volumes of the California Codes for an estimated $15,658.00. Lexis-Nexis would therefore be about $6,596.00 less than Westlaw over the three year contract. Both companies were comparable for their ease of use for on-line research. Both are Google based and user friendly. Both services provide online use for 5 attorneys and assistants.

Although Lexis-Nexis is nominally less expensive, in our opinion Westlaw is a more valuable service. The advantage of Westlaw lies in its well-regarded and thorough secondary sources. Certain West publications, including Witkin's treatises on California law and procedure and the Rutter Group practice guides are frequently cited in state and federal courts on their own merits and are valuable resources. The West's California Jurisprudence is a legal encyclopedia that is often used in our office as the first step in legal research. Given the volume and variety of civil legal issues presented to our office, it is important to have a deep resource for research and Westlaw offers more value in that area that Lexis-Nexis. It is our opinion that the value of the Witkins and Rutters volumes more than offsets the $6,596.00 differential in cost over three years. (The Witkins volumes run about $5,000.00 new and we spent about $1,000 last year for updates; Rutters volumes run about $200.00 each new plus annual updates.) Combined with the fact that all the lawyers in the office are familiar with Westlaw and its materials, we recommend that the Board approve a contract with Westlaw at the higher cost.

ALTERNATIVES: The Board could disapprove the contract with Westlaw and approve a contract with Lexis-Nexis (the only two comprehensive providers of on-line legal research). The Board could disapprove purchasing any on-line research, however this would severely limit the effectiveness of the office. On-line database are the single best equalizer for rural law offices, which have no access to law libraries.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: The commitment of $18,673.44 for the first year of the contract has been budgeted through the Office of County Counsel's Budget 010700, Object Code 5311 for publications and Object Code 5281 for on-line research. Year two and year three will be included in future budgets. The contract may be terminated if the Board does not budget sufficient funds in future years.

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: YES Date 10.10.12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 10/10/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 10.10.12
(The Original plus 20 copies of this document are required)

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Contact your representative michael.martin@thomsonreuters.com with any questions. Thank you.

Order ID: **373209**

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Order Contact Information

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Internal Comments

- Worksheet:https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=81cb418c-8cc6-489a-ae74-cc6fd01294d6&pfv=true
- OF Ver:https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=141c61cc-4ac6-4839-8ff1-5de095033cec&isofview=yes

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID

1 Government Select Level 1 States (WestlawNext™;) (Banded) 40988738

Modules to include in Custom PRO:

Material ID	Description
40982444	Primary Law with KeyCite®: All — California (WestlawNext™;)
40982967	*Corpus Juris Secundum*® (WestlawNext™;)
40980419	All Analytical Library (WestlawNext™;)
40981520	All Primary Law (WestlawNext™;)
40980477	California Analytical Library (WestlawNext™;)
41134276	Drafting Assistant Litigation with Case Notebook Research Only
40983352	Legislative History — California (WestlawNext™;)
41024657	Related Documents (WestlawNext™;)

Existing Subscriptions to include in WestPack:

Qty	Product	Material ID
1	CA ANNO CODE SUB	21040614
1	CA ANNO CODE SUB	21040614

Subscriber maintains existing subscription(s) to this WestPack title - do not ship

Monthly charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print charges and charges for CD-ROM products("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, charges for CD-ROM products and charges for WestPack Subscriptions are billed thereafter at up to then-current rates.

Minimum Term of **36 months** Monthly Charges and **WestPack Print - 50% Discount** WestPack Print Products (new and existing) Monthly for the second 12 months not to increase by more than **5%** over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than **5%** over the Monthly Chargesfor the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY/div>
Upon conclusion of the WestlawPRO Minimum Term the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access and use of Westlaw shall be governed by the Subscriber Agreement.

GOVERNMENT CUSTOMERS ONLY:
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5 attorneys (partners, shareholders, associates, contract or staff attorneys of counsel and the like), corporate users, or students and Personnel if ordering Paralegal Plans or terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

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James, Gregory		**ATTORNEY**	
Keller, Randy H		**ATTORNEY**	
Kirby, John		**NON-ATTORNEY/BUS PRO**	
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Order Subtotal:	N/A
*** Estimated Tax:**	TBD
Order Total:	$0.00
Products Under 36 month contract term:	$1,209.00
**** Billed Monthly Total:**	$1,209.00

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Additional Contract Information

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For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 373209

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this order. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this order, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature of Authorized Representative for order	Chairperson **Title**
Marty Fortney **Printed Name**	**Date**

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Westlaw
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AGREEMENT entered into between **"Subscriber"** as set forth on the West order form ("Order Form") and **West, a Thomson Reuters business ("West")**, regarding Westlaw and/or CD-ROM Libraries, as follows:

1. **Westlaw and CD-ROM Libraries.** Subscriber may subscribe to Westlaw, West's online legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries ("Libraries") by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM, USB and similar format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement").

2. **License.**

(a) Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available through Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts.

(b) Limitations. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the "Additional Terms" (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license, sublicense or distribute Data (including printouts or Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) Westlaw. Westlaw consists of various West-owned and third partycontent, services, functions and remotely-accessed gateways (collectively "Features"), which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7, which take precedence over the license granted in this paragraph, or additional terms ("Additional Terms"), which apply to certain third-party Features and may be different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) CD-ROM Libraries. Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file, which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) Rights in Data. Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. **West Proprietary Data.** West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. **West Software and Internet Based Services.**

(a) West Software. West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software" including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) Internet Based Services. Westlaw may be accessed by Internet based services such as westlaw.com and next.westlaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services, nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of Internet Based Services. Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

5. **Charges and Modification of Charges.** Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 12 (ii) herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. **Usage Restrictions and Information Protection.**

(a) Use of Westlaw Data. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. §

1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

(b) Protection of Personal Information. West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

7. West Legal Directory™. Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

8. Responsibility for Certain Matters. Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. . Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and Internet Based Services (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF INTERNET BASED SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. Limitation of Claims. Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. Effect of Agreement. This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. Term and Termination. This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available; (ii) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iv) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (v) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. Notices. Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

16. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, Internet Based Services or Westlaw Software or Libraries shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

Westlaw
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Plan 2 WestlawPRO® for State and Local Government Entities — Government Service

Available only to employees of state, county, and city government entities with 40 or fewer affiliated attorneys (up to 100 attorneys for Government Select products) accessing Westlaw® for government or legal services/legal aid purposes. Government entities are defined as executive, judicial, and legislative agencies, correctional facilities (behind the desk staff access), government law libraries (behind the desk staff access), and legal services/legal aid entities. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities or patrons of government law libraries is STRICTLY PROHIBITED.

Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 1 through 5 below set forth charges that apply to both westlaw.com and WestlawNext™ (next.westlaw.com). Not all Westlaw subscribers have access to WestlawNext.

1. **WestlawPRO Obligations and Restrictions.** Subscriber must submit to West a copy of its current letterhead or a certified list of all affiliated attorneys at the location identified on the Order Form and must promptly notify West of any changes in the number of affiliated attorneys. **Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel or persons not employed by Subscriber is STRICTLY PROHIBITED.** In the event West learns that the number of attorneys employed by Subscriber exceeds the number certified by Subscriber or a Westlaw password has been used by a person other than the person to whom the password has been issued, West reserves the right to increase Subscriber's monthly WestlawPRO charges ("Monthly WestlawPRO Charges") to then-current rates for each attorney employed by Subscriber, change Subscriber to another price plan or, in the alternative, terminate the Westlaw password(s) used by a person other than the person to whom it is issued.

2. **Monthly WestlawPRO Charges.** Monthly WestlawPRO Charges for the products elected by Subscriber appear on the Order Form and include usage, communications, WestClip (non-continuous), offline transmission (as limited by the Subscriber Agreement), certain KeyCite® Alert (non-continuous), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly WestlawPRO Charges apply regardless of Subscriber's actual use. A listing of the current WestlawPRO Databases appears in the Westlaw Directory. Charges associated with the databases, Features and services that are not part of the WestlawPRO products elected by Subscriber will be billed in addition to the Monthly WestlawPRO Charges at the rates set forth below ("Excluded Charges"). West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of the Subscriber Agreement and the Order Form.

3. **Training Charges**
Training and technical support charges are as set forth on the Order Form.

4. **West Reporter Images**

West Reporter Images	$16.00 per image

No offline transmission charges apply.

5. **Rise of American Law**

Rise of American Law – Time	$33.33	per minute
Rise of American Law – Search	500.00	per transaction
Rise of American Law – Finds	300.00	per transaction
Rise of American Law – Images	300.00	per image

Plan 2 WestlawPRO Government for State and Local Government Agencies. Paragraphs 6 through 16 set forth the charges that apply to westlaw.com.

Upon accessing westlaw.com, a user may elect either per minute or transactional billing in the Options Directory. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER Database lists the per minute billing classifications, transactional charges and per document charges for each database.

6. **Per Minute Charges**

A. **Per Minute Usage Charges**

		Per Minute Rate
i.	**Combination Databases**	$ 1.05
ii.	**Highlights Databases**	2.85
iii.	**Basic Databases**	3.42
iv.	**Westlaw Standard Databases**	6.25
v.	**Westlaw Standard Databases-Codes**	7.50
vi.	**Deluxe Databases**	7.68
vii.	**Specialty Databases**	7.85
viii.	**Premium Databases**	8.50
ix.	**Allfile Databases**	10.80
x.	**Multi-Search Databases**	11.20
xi.	**Super Allfile Databases**	13.50
xii.	**Select Databases**	15.50
xiii.	**Super Premium Databases**	16.38
xiv.	**Super Select Databases**	13.83
xv.	**ResultsPlus Standard Databases**	7.81
xvi.	**ResultsPlus Premium Databases**	10.63
xvii.	**ResultsPlus Allfiles Databases**	13.50
xviii.	**ResultsPlus Super Allfiles Databases**	16.88
xix.	**ResultsPlus Select Databases**	19.38
xx.	**ResultsPlus Super Premium Databases**	21.43
xxi.	**Westlaw Tax Time Class Databases**	8.25-23.38

Usage charges begin when Subscriber's password is transmitted and end when the session ends.

B. **Communications Charges.** $.22 per minute.
Communications charges begin when Subscriber's password is transmitted and end when the session ends - they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Dockets™ and the SUBSCRIBER Database (when accessing Westlaw via transactional billing).

7. **Transactional Charges**

A.

i. **Search Charges**
Each search query will incur a search charge. Search charges range from $0 to $230 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

Search charges for multiple database searches are discounted as follows:

1 database	No discount
2-3 databases	10% discount
4-10 databases	20%
11+ databases	N/A

ii. **Westlaw Legal Calendaring** $20.00 per transaction

iii. **PeopleMap**

Search	$50.00 per transaction
Comprehensive Report	149.00 per report *
Core, Asset or Adverse Report	100.00 per report *
Document Find	25.00 per transaction
Graphical Expansion	25.00 per transaction
West Case Timeline	20.00 per transaction
Neighbors/Relatives (Past & Current)	5.00 per transaction

* includes search charges

B. Online Find Charges *

	Charge Per Document
Find (Primary Law)	$8
Find (Secondary Law/Regulations Finds/Display)	16
Find (BNA, RIA)	25
Find (PastStat Loc, State LH, NetScan & StateNet)	25
Find (ResultsPlus)	50
Find (ResultsPlus Briefs/Trial Documents)	80
Find (Briefs and Trial Documents)	65
Find (State Survey)	200
Find (Expert Witness)	50-125
Find (Dockets)	15
Find (Westlaw Tax)	12-22
Find (West Court Wires)	10
Find by Title**	N/A

* Includes Find Charges for Previous Section/Next Section

**Find by Title creates a search query which will result in a search charge. No separate Find transactional charge will apply. See SUBSCRIBER Database for detailed pricing.

C. Online Citation Checking Charges

KeyCite™	$6.25	per citation
RIA-Cite	6.25	per citation
West CiteAdvisor		
Citation Formatter	45.00	per document
TOA Builder	45.00	per document
TOA Builder (with use of formatter)	34.00	per document
BriefTools		
Links	30.00	per document
Flags	6.50	per citation

QuickCite® creates a search query which will result in a search charge. No separate online citation checking charges apply. No offline transmission charges apply.

D. QUOTE Charges $ .15 per entry

E. Document Display

Reports Viewed	$75-$300	per report viewed
Documents Viewed	5-600	per transaction

8. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in the Options Directory. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and facsimile machines and e-mail via Westlaw functionality, unless otherwise indicated.

	Rate Per Line	Rate Per Document
Westlaw Public Records Databases	$ .04	$ 5
Briefs	.04	20
Selected databases	up to .65	up to 50
All other databases	.04	10

9. WestCheck® and find&print.com Charges

Citation Service	Charge Per Citation
KeyCite	$6.25
Table of Authorities	1.00
QuoteRight™	7.00
Find	13.00 – 225.00
Find (Selected databases)	23.00 – 70.00
Content Verification	.50

No offline transmission charges apply.

10. Alert Services Charges

WESTClip		
Non-continuous Clipping	$0	
Continuous Clipping	4.50	per day per search
BNA Clipping	14.00	per transaction
KeyCite Alert		
Non-continuous Clipping	7.00	per transaction
Continuous Clipping	9.00	per day per transaction
KeyRules Alert	6.00	per transaction
CapWatch	5.00	per transaction
WCW Newsletter Delivery	4.00 per transaction	
Regulatory Topical Alerts		
Non-continuous clipping	0	
Continuous Clipping	4.50 per transaction	

Database charges apply to the online display of WestClip and Docket Alert results. Find charges and charges associated with documents viewed from KeyCite Alert and Docket Alert results shall apply. Connect time and communications charges do not apply during transactional billing sessions. Offline transmission charges do not apply to WestClip cite lists (excluding BNA) or KeyCite Alert.

11. Westlaw Public Records Charges

The Scope screen for each Westlaw Public Records Database lists its database classification for per minute billing. The search charge applicable to each Westlaw Public Records Database is available in the SUBSCRIBER Database. Additional charges for third-party services may apply. The following transaction charges apply in addition to the per minute and transactional charges:

	Charge Per Detail Record Viewed
Delaware Corporate Records	$9.00
	Charge Per Entry
D&B Alert	$5.00

The following charges apply in lieu of per minute and transactional charges:

	Charge Per Document
Duns Business Records Plus*	
Business Record & Full Financial	$128.90
Business Information Report (domestic)	110.00
Business Information Report (international)	
Africa	443.00
Middle East	443.00
Asia Pacific	443.00
Latin America	340.00
Europe	288.00
Canada	144.00
Comprehensive Report	129.50
Family Tree Report	60.10
Business Record & Financial Abstract	60.10
Business Record	35.70
Business Abstract	23.35
Family Member Profile	9.80
Company Relations	2.35
Per company-250 companies maximum (250 companies or more - no additional charge)	
Branch Locations	2.35
Per location-250 locations maximum (250 locations or more - no additional charge)	

*Minimum fee of $15.75 per search.

12. Company Profiles Database Charges

Index Search	$0
Company Profile	35 per report
ResultsPlus	40 per report

Offline transmission charges apply to citations list but do not apply to Company Profiles reports themselves.

13. Dockets Charges

The following charges apply in lieu of per minute and transactional charges:

Search	$7 – 14	per transaction
View document	5	per document
Update document	2 – 8	per document
Dockets Alert *	5	per transaction
Multi-Base Searches	20 – 145	per transaction
Docket Tracking *	2 – 10	per transaction
Case Calendaring		
Information Update	2	per transaction
Tracking Service	1	per transaction
Integration Service	1	per transaction
Document retrieval services	At then-current rates	

* Limit of 99 alerts/tracks per password

14. PDF Charges

Attorney Medical Advantage	$225.00	per image
Blaussen Medical Illustration		
Standard Collection	250.00	per image
Premier Collection	275.00	per image
Experian Reports	8.00-44.95	per report
Briefs/Trial Docs/State Surveys	65.00	per image
DE Chancery Docket	65.00	per image
Deed Image	25.00	per image
Dockets PDF	4.00	per image
Expert Witness/Courtroom Transcripts	65.00	per image
Legal Due Diligence Reports	200.00	per image
Investext	9.95	per page
Real Property Parcel Maps	15.00	per image
Patent Image	3.00	per image
ResultsPlus Investext	14.95	per 1st page
(Each additional page)	9.95	per page

No offline transmission charges apply.

15. West Batch Processing

Charges of $ .05 - $2.00 per row shall apply in lieu of per minute or transactional charges. Any users of West Batch Processing must be credentialed prior to accessing.

16. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder $10.00-$95.00 per document

Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 17 through 22 below set forth charges that apply toWestlawNext. Not all content and Features are accessible via WestlawNext.

Upon accessing next.westlaw.com, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

17. Per Minute Charges

A. Home, Content and Topical Pages $4.00 per minute

B. Viewing a Search Result List $8.00 per minute

C. Per Minute Charges for Viewing Full Text Documents

Range from $9.34 per minute to $45.34 per minute.

D. Communications Charges $.22 per minute

Communications charges apply to sessions when per minute billing is selected. They begin when a password is transmitted and end when the session ends - they apply to the entire WestlawNext session.

18. Transactional Charges

A. Search Charges $48 per search

Each search query will incur a search charge.

B. Document Display Charges

Range from $9 to $104 per document

Each document display will incur a transactional charge. No offline transmission charges apply.

C. Online Citation Checking Charges

KeyCite $9.00 per citation

D. Docket Charges

The following charges apply in lieu of per minute and transactional charges*:

Document Display	$9.00	per document
Docket PDF	$4.00	per image
Document Update	$2.00-$8.00	per document
DE Court of Chancery PDF	$69.00	per image
View Document from Alert	$5.00	per document

* See Pricing Guide for additional details.

19. Foldering

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current WestlawNext transactional document display charge. Hourly billing (including Communications Charges) is suspended while browsing folders.

20. WestlawNext Access Charges

Search	$10 per search
Document Display	$5 per document display
KeyCite	$2 per citation

WestlawNext Access Charges will be billed in addition to WestlawNext charges, for those Subscribers that access WestlawNext and have not purchased a WestlawNext subscription, These charges will be billed on a transactional basis for hourly and transactional sessions.

21. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via WestlawNext functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from $0.04 to $0.08

Per document charges range from $10.00 to $25.00

22. PDF Charges

Briefs	69.00	per image
Trial Docs/State Surveys	69.00	per image
Expert Witness/Courtroom Transcripts	69.00	per Image

No offline transmission charges apply.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentation and Payment to the Jim and Beverly Rogers Museum of Lone Pine Film History for the 2012 Lone Pine Short Film Festival.

DEPARTMENTAL RECOMMENDATION: Request your Board approve the final payment of $1,497.34 from the 2011-12 Advertising County Resources budget, 011400, to the Beverly and Jim Rogers Museum of Lone Pine Film History (Southern Inyo Community Foundation) for successfully completing the following Community Project Sponsorship Grant project: The first annual Lone Pine Short Film Festival.

SUMMARY DISCUSSION: The Lone Pine Film History Museum was awarded a FY 2011-12 County of Inyo Community Project Sponsorship Grant in the amount of $6,000 in November of 2011 to help fund the first annual Lone Pine Short Film Festival. After contracts were finalized, half the grant funds ($3,000) were disbursed. Museum staff has provided sufficient documentation of acceptable expenses for reimbursement of an additional $1,497.34 in grant funding for the final payment (the grand total of acceptable expenses is $4,497.34). The final payment is less than the full grant amount because planning and coordinating for the event occurred before the CPSP grant was awarded, thus those expenses are not eligible for reimbursement. In addition, the staff transistion at the time of the event (see attached final report) resulted in confusion over invoices and other potential eligible costs to the degree that current staff could only document acceptable expenses for a final payment totaling $1,497.34 to cover reimbursable costs under the terms and conditions of the CPSP grant.

The Museum provided documentation that Inyo County was prominently mentioned as a sponser of the event, primarily in the festival program. During the event, 32 short films were screened and manyof the films' directors and prodcers and other staff attended the festival. For the first year of this type of festival, the audiences and the number and quality of submissions were "satisfactory," organizers noted. The festival successfully tapped into the large and important short-film and documentary film communities in Los Angeles, and provided an outlet for these filmmakers while also introducing them the Inyo County as a potential location for their films. The primary task of connecting with film schools, new filmmakers and the creative "short film" community in Los Angeles fell to festival director Peter Henry Schroeder, whose contacts, reputation and work over more than a year resulted in a successful initial event. The organizers were more than satisfied with the event, both artistically and as a new event that has the potental to grow and bring a new type of film festival to Lone Pine to compliment the successful Lone Pine Film Festival, which focusses on the area's film history. A change in staffing at the Film History Museum hindered to some degree the promotion and production of the event itself, and delayed the completion of this final report.

ALTERNATIVES: The Board could deny the request.

OTHER AGENCY INVOLVEMENT: County Counsel, County Administrator's Office, Auditor/Controller.

FINANCING: The FY 2011-12 Advertising County Resources budget, (011400), which is funded solely by the General Fund, includes $100,000 for the Community Project Sponsorship Program in Professional Services (5265).

APPROVALS	
COUNTY COUNSEL: N/A	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 10/10/12
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: 10-10-12
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

1ST ANNUAL LONE PINE SHORT FILM FESTIVAL
FINAL REPORT

The first Lone Pine Short Film Festival (LPSFF) was held on April 25-29, 2012 at the Lone Pine Film History Museum. More than 18 months in planning, the Festival was the idea of Rob Barron, Museum Director, and Peter Henry Schroder, Programing Director, Los Angeles actor, teacher and film promoter.

The Festival established itself as a small independent venue featuring four categories of entries: Narrative short, documentary short, animated short, and students short. A 5th category International Short was added during the production stage of the event.

The major advertising was done through WAB (Without a Box), an on-line independent film member service where short film producers and directors contact the many film festivals across the country to place their films in the best venues. For the first year submissions to LPSFF were satisfactory as a launch. (See attachment)

The tag line "Screening the edginess of life" defined the Festival focus with looking for films that were created on the edge, examined various aspects of the edge in modern life. This was seen as the edge between rich and poor, urban and rural, powerful and weak, and so on.

Screenings were held from 4 until 9 Thursday and Friday, and all day Saturday. A few non-competitive films were also screened. Audiences for the films were not large but a community of filmmakers began to form around the event both locally and in the greater Los Angeles area. Four entries were screened from Inyo County filmmakers and other out of town entries helped familiarize new filmmakers about the film resources of Inyo County.

Goals:

1. Establish the Festival and position it to create a venue in a historically important film area.
2. Create a place and event where local filmmakers could contact and mix with the film community at large in Los Angeles.
3. Bring important films to screen in Inyo County to enrich the lives and stimulate interest in local and national aspects of our lives on the edge.

Unfortunately, one event greatly effected the success of the firt year of the event. Mr. Barron resigned his position at the Museum the week of the Festival, and although he gave two week notice and promised to meet all his responsibilities, he was not present at the Festival and clearly had not done many of the tasks, such as publicity

and development of the program. He had decided to leave the area several months before he did so and many supporting plans for the vent were not attempted nor completed by Mr. Barron. He also did not keep complete fionancial records for the event, which has inhibited completing this report in a timely manner.

Peter Henry Schroeder however fulfilled his liaison role between Inyo County and the filmmaker community in Los Angeles and developed many important contacts with film schools and new filmmakers who will hopefully choose to work locally in the coming years.

Chris Langley, Executive Director and Festival Director Peter Henry Schroeder, along with the Board of the Museum have committed to a second annual Festival, scheduled for May 1 through the 5th, 2013 and plans are well underway. Two prestigious judges have already signed on: Calvin Gross, Autry Western heritage Museum Board of Directors, and Patrick Gorman, Academy (Oscars) Short Film Competition Judge. Promotional activities are underway.

ATTACHMENTS:

1. Financial records and invoices
2. Program for festival
3. Material on film submissions
4. Promotional materials
5. Examples of press releases, news stories

LONE PINE SHORT FILM FESTIVAL

MISSION STATEMENT

The Lone Pine Short Film Festival screens films illuminating lives lived on the edge. Narrative films, documentaries, and student films will explore the challenges of modern life seek social, political and economic connections that spread across the urban and rural landscape. We want films that startle the eye, filled with unique perceptions from the next generation. In this high Sierra setting, where hundreds of films and classic filmmakers have worked, our objective is to find the next Hathaway, Hitchcock and Favreau, all of whom have worked here. Show us your vision of the future of filmmaking.

INTRODUCTION

The first annual Lone Pine Short Film Festival brings another forum for the film industry to Lone Pine, California. Nestled in the Owens Valley between the Sierra Nevada and Death Valley, Lone Pine's distinctive landscape and film friendly attitude has hosted a multitude of film projects since 1920. While some of the best short films of a visionary generation will be screening each day at the Beverly and Jim Rogers Museum of Lone Pine Film History, audience members and film makers will be able to enjoy many of the recreational opportunities that have brought visitors to the area for one hundred years. Already the home of The Lone Pine Film Festival, a unique event celebrating this long history of moviemaking that began in 1990 and continues today on Columbus Day weekend in October, the town has now added a second different kind of film festival, The Lone Pine Short Film Festival. Screening April 25-29, 2012 the Festival organizers are seeking in a competitive setting the very best short films being produced today in three genres: narrative, documentary and student. The organizing theme of the new short film festival is "SCREENING THE EDGINESS OF LIFE; SEEKING CONNECTION."

Sponsored by the Lone Pine Film History Museum which explores and interprets the film history of Lone Pine, Death Valley and the Eastern Sierra, the venue and the surrounding areas offer a perfect film community environment to pursue professional film industry networking and relax as the mountains and high desert burst into spring bloom. The small town offers varied eating experiences that include Continental, Mexican, Chinese and a nearby French Moroccan restaurant and several excellent motel/ hotel accommodations as well.

PRESS RELEASE: LONE PINE SHORT FILM FESTIVAL
CONTACT: Chris Langley, 760-937-1189, lonepinemovies@aol.com

A NEW COMPETITIVE SHORT FILM FESTIVAL WILL PREMIER IN LONE PINE AT THE END OF APRIL

You might say "There's a new kid in town," if by "kid" you mean a film festival. The Beverly and Jim Rogers Museum of Lone Pine Film History will premier its new competitive short film festival starting April 25th and lasting five days. The screenings will take place in the Museum Theater and tickets for the film showings are now on sale. A full Festival pass is $40 and you can buy a one night pass for $10 at the door if they are still available.

The Festival will have short films (30 minutes or less) in five categories: narrative, documentary, animated, foreign and student. Films can be from any where in the world and made by anyone, anywhere. Already a Canadian documentary on Tibetan nomads as well as a Belgian film have been submitted. Another submission is Brazilian in origin. Altogether the Festival Committee has accepted more than 30 films that will be in competition for awards that will be announced at a brunch on Sunday morning, April 29th.

Chris Langley, executive director of the Museum, stated, "We hope to have some exciting and challenging films to show, followed by Q and A between the audience and the filmmakers." There will be an opening night on the 25th and a closing celebration with the presentation of awards on the 29th. "

The motto of the Festival is "Screening the edginess of life," and the Festival hopes the movies use this idea as a starting point but explore many ways of understanding all the edges in modern life. "We see many ways of interpreting this ideas: edges between city and rural; political beliefs, ways of life, and the challenges faced by anyone in the twenty-first century."

Several local filmmakers will also be represented. Tony Rowell of Bishop has entered his film "Sierra Twilight" in the competition. Skandar Reid, an artist that many know as a sculptor, has some new work in film represented "in competition." Producing Director Peter Henry Schroeder from L.A., has collaborated with Rob Barron and Langley in bringing the first short film festival to life. When not working on this project he has been teaching acting and working with director Ben Afleck on his new film "Argo" which comes out in the Fall.

Director Rob Barron, also Director of the Lone Pine Film History Museum where the screenings will take place, states that he is proud that the Museum has taken on this project. "Lone Pine has such a rich history of film making, an independent short film festival is adding another layer to the museum, encouraging young film makers to pursue their dreams."

Tickets can be purchased at the Museum or by calling 760-876-9909. The project was made possible by a generous grant from the County of Inyo Supervisors through the Community Project Sponsorship Program. Langley concluded, "Many of

these films will be premiering so by attending you not only support our local film industry but you can experience the future of Hollywood's young talent."

Bishop Broncos start the season with lopsided wins over Cal City

See page 12

Today's Inserts
• *Sears*

nyo Register

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www.inyoregister.com

THURSDAY APRIL 12, 2012

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New film fest coming soon to Lone Pine

First-ever event to highlight short, indy films from up-and-coming talent

Register Staff

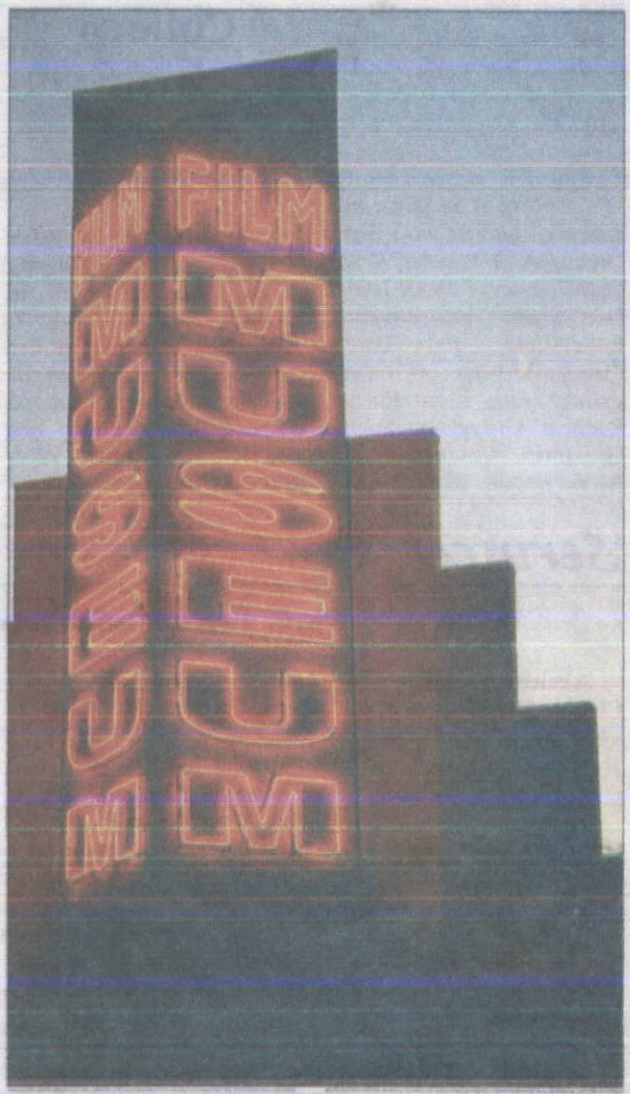
Lone Pine, home to one of the world's 25 top film festivals, is welcoming a "new kid" to town.

The Beverly and Jim Rogers Museum of Lone Pine Film History will premier its first-ever competitive short film festival on Wednesday, April 25, with screenings lasting five days in the museum theater.

Tickets for the film showings are now on sale.

According to Museum Executive Director Chris Langley, the festival will feature short films (30 minutes or less) in five categories: narrative, documentary, animated, foreign and student.

"Films can be from anywhere in the world and made by anyone, anywhere," Langley said. "Already, a Canadian documentary on Tibetan nomads as well as a



The Beverly and Jim Rogers Museum of Lone Pine Film

Center.
that, according to the proposal, enior Center could provide the ed meals that Mono County ing along the U.S. 6 corridor

me being, "we would be follow- he Mono County Board has done several years," but if the ESAAA by the state the new governing sed to be the Inyo County Board rs can change that, Turner said. pproved, a new four-year plan will utlining services, and once that's ew governing board can make

ole proposal is a snapshot in time it is being written," First District Linda Arcularius said, adding that, nt time, there is a fundamental th the area agency on aging pro-

ry glad to see this come forward," said. "But $60,000 to administer n? Is there any way to say that inadequate? That's 50-75 percent need."

said she recently touched on that h representatives from the CDA, told verbally, that that is not going

added that she would express the oncerns about inadequate funding stration in the fiscal section of the nd hope the state takes heed.

e willing to take this on even with funding from the state because we itted to the people it will serve," said. "We're thrilled about doing m, but we're not thrilled about the allocated for administration.

funding for administering the program that started the ball rolling ding the Joint Powers Agreement o County in favor of an Inyo-only red program.

ear, county leaders appealed to the unty Board of Supervisors, asking elp cover a share of growing admin- costs.

County declined, and Inyo began its ability to manage a regional ogram on its own.

See ESAAA, page 5

Belgian film have been submitted. Another submission is Brazilian in origin."

Altogether the Festival Committee has accepted more than 30 films that will be in competition for awards, to be announced at a brunch on Sunday morning, April 29.

"We hope to have some exciting and challenging films to show, followed by a Q-and-A between the audience and the filmmakers." he said.

As with most film festivals, there will be an opening night – April 25 – and a closing celebration with the presentation of awards – on the 29th – with plenty of variety scheduled in between.

"The motto of the festival is 'Screening the Edginess of Life,' and the Festival hopes the movies use this idea as a starting point but explore many ways of understanding all the edges in modern life," Langley said. "We see many ways of interpreting this idea: edges between city and rural; political beliefs, ways of life, and the challenges faced by anyone in the 21st century."

Several local filmmakers will also be represented. Tony Rowell of Bishop has entered his film "Sierra Twilight" in the competition. Skandar Reid, an artist that many know as a sculptor, has some new work in film represented "in competition."

Producing Director Peter Henry Schroeder from Los Angeles has collaborated with Rob Barron and Langley in bringing the first short film festival to life. When

History will premier its first-ever competitive short film festival on Wednesday, April 25. Films (30 minutes or less) will be shown for five days in five categories – narrative, documentary, animated, foreign and student – with the winners announced during a closing celebration on April 29. Photo courtesy Chris Langley

The new short film festival in Lone Pine is attracting young filmmakers like this man. The Festival Committee has accepted more than 30 films from local and international auteurs that will be in competition for awards at the first-ever event. Photo courtesy Chris Langley

not working on this project Schroeder has been teaching acting and working with director Ben Affleck on his new film "Argo" which comes out in the Fall.

Barron, also director of the Lone Pine Film History Museum where the screenings will take place, said he is proud that the museum has taken on this project.

"Lone Pine has such a rich history of filmmaking, (and) an independent short film festival is adding another layer to the museum, encouraging young filmmakers to pursue their dreams," he said.

The project was made possible by a generous grant from the County of Inyo Supervisors through the Community Project Sponsorship Program.

Tickets can be purchased at the museum or by calling (760) 876-9909.

Langley concluded, "Many of these films will be premiering so by attending you not only support our local film industry but you can experience the future of Hollywood's young talent."

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AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
2

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 16, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	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)_____ 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

21

☐ 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: October 16, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of September 25, 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 *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(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
26-27-28
29-30-31
32

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: October 16, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code§ 54956.9(a)]. City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution

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.)* R Addleman Approved: ____ Date 10.10.12

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