

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.

November 6, 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** – Mr. Kenneth Bradfute, Network and Operations Analyst, will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

4. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
5. **Public Defender** – Request approval of the Contract between the County of Inyo and Jeremy Ibrahim for the provision of professional services as a Public Defender (Misdemeanors – North County) for the period of January 1, 2013 through December 31, 2015 in an amount not to exceed \$399,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

ROAD DEPARTMENT

6. Request approval of Amendment No. 1 to the Contract between the County of Inyo and Nielsen's Equipment Maintenance for the purchase and installation of routine and emergency communication equipment, amending the scope of work and schedule of fees and increasing the Contract by \$6,000 to a total not to exceed \$91,000, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

7. **SHERIFF'S DEPARTMENT** - Request Board find that consistent with the adopted Authorized Position Review Policy, A) the availability of funding for the requested positions comes from the General Fund, as certified by the Sheriff and concurred with by the County Administrator, and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Correctional Officer, the positions could possibly be filled through an internal recruitment, however, an open recruitment would be more appropriate to ensure the positions are filled with the most qualified applicants; and C) approve the hiring of two Correctional Officers at Range 64 (\$3,590 – \$4,363).
8. **ROAD DEPARTMENT** – Request approval to purchase from Charters Sales Company, two CARB compliant diesel tractor trucks in the amount of \$88,531.29 each, including sales tax, DMV and documentation fees.
9. **HEALTH AND HUMAN SERVICES** – Request Board provide direction to staff to either:
 - (A) redistribute the Request for Proposals (RFP) for Ombudsman/Elder Abuse Prevention Services, in an amount not to exceed \$53,648 annually, including:
 - (a) the re-writing of the RFP to include additional requirements from the California Department of Aging including no more than a one-year contract period, composition of the RFP Evaluation Panel, the appeal deadline, dates for a Bidders' Conference;
 - (b) specific performance outcomes for contractor;
 - (c) the provision of the required Bidders' Conference; and
 - (d) the return to Board for awarding of the contract after all bids are received and scored: or
 - B) move forward with a pilot plan to provide Ombudsman/Elder Abuse Prevention Services with HHS staff, beginning April 1, 2013 through June 30, 2016 and beyond, contingent upon outcomes, and including:
 - (a) increasing the authorized strength by adding one Human Services Supervisor at Range 66 (\$3,757 - \$4,574); and
 - (b) find that consistent with the adopted Authorized Position Review Policy, (i) the availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; (ii) where internal candidates meet the qualifications for the position of Human Services Supervisor, the position could be filled through an internal recruitment, however, an open recruitment would be more appropriate to ensure qualified applicants apply; (iii) approve the hiring of one Human Services Supervisor at Range 66 (\$3,757-\$4,574);
 - (c) authorize extending the existing interim contract for Ombudsman services through March 31, 2013, in the amount of \$20,236, for a total amount not to exceed \$40,236; and
 - (d) authorize the development of specific performance outcomes, and reporting periods, to be brought back for Board review.
10. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that consistent with the adopted Authorized Position Review Policy, A) the availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Social Worker, the position could be filled through an internal recruitment, however, an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply, if one is not found on an existing list; and C) approve the hiring of one Social Worker II at Range 64 (\$3,590 – \$4,363) or III at Range 67 (\$3,852 – \$4,676), contingent upon qualifications.
11. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board find that consistent with the adopted Authorized Position Review Policy, A) the availability of funding for the requested position exists, in the Mental Health Budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Account Technician, the position 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 Account Technician I at Range 55 (\$2,910 – \$3,537) or II at Range 59 (\$3,194 – \$3,880), or III at Range 63 (\$3,502 – \$4,261) depending upon qualifications.

12. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that consistent with the adopted Authorized Position Review Policy, A) the availability of funding for the requested position exists, in the Social Services Budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Account Technician, the position 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 Account Technician I at Range 55 (\$2,910 – \$3,537) or II at Range 59 (\$3,194 – \$3,880), or III at Range 63 (\$3,502 – \$4,261) depending upon qualifications.
13. **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.
14. **PLANNING** – Request Board receive an update regarding the Desert Renewable Energy Conservation Plan.
15. **WATER DEPARTMENT** – Request Board provide direction to the County's Standing Committee Representatives regarding A) the attached Agenda for the November 8, 2012 Inyo County/Los Angeles Standing Committee meeting to be held in Los Angeles; and B) address LADWP's request to the Standing Committee concerning the McNally Ponds Enhancement/Mitigation Project.
16. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of A) October 9, 2012; and B) October 16, 2012.

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

- 11:30 a.m. 17. **COUNTY ADMINISTRATOR – Information Services** – the Board will convene in a workshop on Information Services status and goals.

CORRESPONDENCE - ACTION

18. **INYO COUNTY CHILD CARE PLANNING COUNCIL** – Request approval of the Council Bylaws changing the membership of the Council.

BOARD MEMBERS AND STAFF REPORTS

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

19. **PUBLIC COMMENT**

CLOSED SESSION

20. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(C)].** – decision whether to initiate litigation (one case).
21. **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
22. **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.
23. **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.
24. **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.

25. **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.
26. **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.
27. **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

28. **SHERIFF'S DEPARTMENT** – Sheriff and Jail Overtime Report for the month of September 2012.
29. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of a diesel spill at the site of a traffic accident on Trona Road, 20 miles north of Trona.

AGENDA
**INYO COUNTY/LOS ANGELES
STANDING COMMITTEE**

1:00 p.m.
November 8, 2012

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

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

1. **Action Item:** Approval of documentation of actions from September 26, 2012 meeting
2. Runoff and operations update
3. **Action Item:** Resolution of issue regarding the McNally Ponds Enhancement/Mitigation Project water supply
4. Report on resolution of issue regarding vegetation parcel Blackrock 94
5. Report on status of Green Book revisions
6. Report on Owens Lake Groundwater Evaluation Project
7. Report on Saltcedar treatment/removal
8. Report on weed control in Owens Valley
9. Report on status of Technical Group evaluation of enhancement/mitigation projects
10. Update on Water Agreement Section XV, Release of City Owned Lands
11. Presentation of Phase II of the Lower Owens River Project recreational use plan
12. Public Comment
13. Confirm schedule for future Standing Committee meetings
14. Adjourn.

Standing Committee meeting protocols (Adopted May 11, 2011)

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

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

The LTWA further provides that:

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

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

4

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

FROM: Kevin D. Carunchio, County Administrator
FOR THE BOARD MEETING OF November 6, 2012
SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

5

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

FROM: County Administrator
By Kelley Williams

FOR THE BOARD MEETING OF: November 6, 2012

SUBJECT: Approval of Agreement for Public Defender Services

DEPARTMENTAL RECOMMENDATION

Recommend Board approve the contract between the County of Inyo and Jeremy Ibrahim for the Provision of Professional Services as a Public Defender [Misdemeanors – North County] for the period of January 1, 2013 through December 31, 2015, in an amount not to exceed \$399,000 pending appropriate signatures and adoption of future County Budgets and authorize the Chair to sign.

SUMMARY DISCUSSION

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide the indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

The County's contract for the provision of public defender services for all North County Misdemeanor cases in Inyo County is currently held by Jim Reilly. On October 17, 2012, Mr. Reilly notified the County Administrator he was giving a 60 day notice of his intent to cancel his contract with Inyo County and stated he would perform as a contract public defender until December 31, 2012.

Fortunately, due to the recent comprehensive recruitment effort the County undertook to fill two contract public defender vacancies in June 2012, a list of potential candidates was available to draw from. Mr. Ibrahim was one of those candidates and he has again contacted the County expressing interest in providing contract public defender services for the County of Inyo.

ALTERNATIVES

Your Board could choose not to approve the contract, however, this is not advised – the contract is fair and will satisfy the County's obligation to provide indigent legal services more efficiently and cost-effectively than paying for out-of-contract legal services.

OTHER AGENCY INVOLVEMENT

The assistance of County Counsel was invaluable in reviewing the applications and filling the contract.

**AGREEMENT BETWEEN COUNTY OF INYO
AND JEREMY IBRAHIM
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases") except those cases where the result may be a sentence of life without parole;
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patients rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");
8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");

9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between independent contractors engaged to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of private attorneys appearing as public defenders, pro tempore, in cases where the other contract public defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for JEREMY IBRAHIM of BISHOP, CALIFORNIA (hereinafter referred to as "Contractor") to provide professional legal services as a Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, 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 the judges of the Superior Court of Inyo County. 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, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under 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, 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 is for the period from January 6, 2013 to December 31, 2015.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this

Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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 any public defender services provided. In addition, Contractor shall not, by virtue of this Agreement, be entitled 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.

E. Limit upon amount payable under Agreement. The total sum of all compensation payments made by the County to Contractor under this Agreement, including incidental, travel and per diem expenses, if any, shall not exceed \$ n/a Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement to Contractor which is in excess of the contract limit.

F. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

G. 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.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to insure that all services and work under this Agreement will be performed in a timely manner.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

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.

8. 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 Contractor.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. 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.

11. INSURANCE.

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

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

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

1. General Liability (including operations, products and completed operations as applicable): \$100,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000.00 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$500,000.00 per occurrence.

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

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

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

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

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

12. STATUS OF CONTRACTOR.

All acts of Contractor, his/her 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.

13. DEFENSE AND INDEMNIFICATION.

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

14. 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 are not otherwise legally privileged information, and 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.

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

15. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, his/her 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 his/her 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.

16. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

17. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the person or office as the County Administrator shall designate in writing.

18. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

19. 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.

20. 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.

21. 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-eight (29) below.

22. 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 in compliance with law.

23. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

24. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

25. 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.

26. 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-eight (29) (Amendment).

27. 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.

28. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A and A-1) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-nine (29) (Amendment).

29. 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.

30. NOTICE.

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

COUNTY OF INYO:

<u>County Administrator</u>	Department
<u>224 North Edwards</u>	Street
<u>P.O. Drawer N</u>	
<u>Independence, CA 93526</u>	City and State

CONTRACTOR:

<u>JEREMY IBRAHIM</u>	Name
<u></u>	Street
<u>Bishop, CA 93514</u>	City and State

31. 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 JEREMY IBRAHIM
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: January 6, 2013 TO: December 31, 2015

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

_____ **JEREMY IBRAHIM**

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

dg/Contracts/PubDefender/JIbrahim

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND JEREMY IBRAHIM FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER

TERM:

FROM: January 6, 2013 TO: December 31, 2015

SCOPE OF WORK:

1. PRIMARY RESPONSIBILITIES.

A. Contractor shall provide public defender services as specified in Attachment A-1.

B. **WARRANTY.** Contractor warrants that he/she has read and reviewed the contracts of all the other attorneys engaged by the County to provide professional services as public defenders (hereinafter referred to as "Contract Public Defenders") during the term of this Agreement. Such Agreements are by reference incorporated herein as though set forth in full. Contractor agrees and understands that he/she shall consult, confer, and agree with all the other Contract Public Defenders to, and shall provide legal representation and substitute handling and coverage of Contract Public Defender cases as required by the provisions below. Contractor agrees and understands that these provisions are of mutual benefit to Contractor and each of the other Contract Public Defenders, and does not entitle Contractor to any additional compensation under this Agreement.

B. DEFINITIONS.

1. "Attorney-Client Conflict of Interest" cases are those that would be within the primary responsibilities of another Contract Public Defender but for an attorney-client conflict of interest of that public defender. Attorney-client conflicts are those that are defined and recognized by applicable law.

2. "Time Conflict" cases are those that are within the primary responsibilities of another Contract Public Defender who is unable to fulfill his/her contractual duties to attend the courts and represent the clients in such cases for whatever reason including, but not limited to vacations, temporary illnesses, conflicting court calendars, or attendance at attorney education courses.

C. **ATTORNEY-CLIENT CONFLICT OF INTEREST CASES.** Except as may be provided in E below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide legal representation for attorney-client conflict of interest cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement, attached hereto and by referenced incorporated herein.

D. **TIME CONFLICT CASES.** Except as may be provided in E below, or where Contractor's own attorney-client conflict of interest or time conflict prohibits such, Contractor shall provide substitute handling and coverage of court calendars and legal representation in time conflict cases in accordance with the Conflicts Coverage Table, Attachment A-1 to this Agreement.

E. **WAIVER.** The requirements for Contractor to handle attorney-client conflict of interest and time conflict cases as required by this Agreement may be waived by the County Administrator where extenuating demands are placed upon Contractor during his/her representation of the following:

1. A defendant charged with a capital or other serious offense in which the death penalty or life imprisonment without possibility of parole is a possible sanction;
2. A minor, who, if charged and tried as an adult, may face the death penalty or life imprisonment without the possibility of parole;
3. A minor or parent(s) on a Writ arising out of a dependency case in which the Contractor represents such minor or parent(s).

ATTACHMENT A-1

AGREEMENT BETWEEN COUNTY OF INYO
AND JEREMY IBRAHIM
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER

TERM:

FROM: January 6, 2013 TO: December 31, 2015

COVERAGE TABLE:

During the period of this Agreement, Contractor shall provide public defender services as set forth below:

Primary Obligations:

Misdemeanors, North County
Sexually Violent Predator Cases

Primary Conflict Case Priorities:

First Priority: Misdemeanors, South County
Second Priority: Felony Cases, North and South County

Secondary Obligations:

All other Conflict matters, including Delinquency, Dependency, Child Support, Mental Health and Conservatorship Cases, Patient Rights Advocate Cases, AB 109 Revocation Hearings and any other matter in which the County is obligated to provide public defender services.

Note: The Table listed above will be followed for the majority of the cases assigned to this Public Defender. However, a Judge, when assigning a case, will consider the experience, caseload, complexity of the case and prior representation of the same client, which may result in a Public Defender assigned a case out of the listed sequence. In addition, the County reserves the right to modify the conflicts coverage table as necessary to make consistent with other Public Defender contracts as they may be amended and as necessary to address legislative changes which may impact the County's obligation to provide Public Defender services.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JEREMY IBRAHIM
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: January 6, 2013 TO: December 31, 2015

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

- A. From January 6, 2013 through June 30, 2013: \$126,000.00 Annual; \$10,500/mo.
- B. From July 1, 2013 through December 31, 2014: \$132,000.00 Annual; \$11,000/mo.
- C. January 1, 2015 through December 31, 2015: \$138,000.00 Annual; \$11,500/mo.

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

2. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provision of Sections 3C and 3F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge.

B. County will reimburse Contractor in accordance with the provisions of Section 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND JEREMY IBRAHIM
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: January 6, 2013 TO: December 31, 2015

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. County will provide to Contractor confidential storage for closed case files.
4. If Contractor is eligible for group health insurance coverage under the County's group health insurance plan or program, Contractor will have the option to purchase group health insurance coverage under such plan or program at Contractor's sole and entire cost, and at no cost or obligation to the County.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND JEREMY IBRAHIM
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: January 6, 2013 TO: December 31, 2015

FORM W-9

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

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

FROM: Road Department

FOR THE BOARD MEETING OF: November 6, 2012

SUBJECT: Amend the current Contract with Nielsen's Equipment Maintenance

DEPARTMENTAL RECOMMENDATION:

1. Request your Board approve Amendment Number 1 to the contract between the County of Inyo and Nielsen's Equipment Maintenance of Mammoth Lakes, CA for the purchase and installation of routine and emergency communications equipment. Said Amendment increases the Contract by \$6,000, for a total not-to-exceed amount of \$91,000, and amends the scope of work and schedule of fees; and
2. Authorize the Chairperson to sign the Amendment, contingent upon obtaining appropriate signatures.

SUMMARY DISCUSSION:

As your Board is likely aware, the Road Department has a large inventory of licensed 2-way radio equipment that our Department uses for routine and emergency communications. The equipment now includes 3 remote mountain top repeaters and approximately 90 mobile, 8 base station and 17 hand held radios. As a part of the Nielsen contract, the Department recently replaced approximately 80% of this equipment that were old and not compatible with the FCC mandated narrow band regulations that needed to be implemented by the end of the calendar year, 2012. A summary of this recent installation is included in the Board package. In addition to the installation of the Road Department Equipment, the 911 and Admin repeaters on Mazourka Peak, and the Admin repeater at the Casa Diablo electronics site were reprogrammed and the EMS repeaters on Rodgers, Silver and Cerro Gordo Peaks were also replaced or reprogrammed through a separate contract.

During the recent installation, an additional 14 mobile radios were installed that were not included in the original inventory of equipment. This additional equipment has brought the current expenditures for the project near the total that was authorized by your Board. The Road Department is recommending that your Board increase the limits of the contract with Nielsen's Equipment Maintenance by \$6,000 to purchase of four additional mobile radios, a proposed repeater to provide additional coverage in the Independence area and a set of public service handheld radios and chargers, which will be identified for use by management staff during emergencies as well as by staff for routine matters.

The proposed public services hand held radios are the same model of radio used by the Sheriff's Department and other first responders. They will allow the Road Department and Public Works Management staff to interface with other emergency responders in critical situations.

The Road Department is also recommending the installation of a repeater at the Mazourka Road Shop to provide coverage in the Independence area. The repeaters on Silver Peak and Cerro Gordo cover most of the Owens Valley. But, there are some areas that these repeaters do not provide coverage. The proposed Mazourka Shop repeater will provide this coverage without the cost of obtaining a site licensing agreement for an additional installation on a site, such as Mazourka Peak. One of the issues of narrow banding of all the County radios and repeaters is that this process reduces the overall coverage of the equipment by approximately 15 to 20%. The repeater proposed for Independence will help deal with the reduced coverage of the existing repeaters.

ALTERNATIVES:

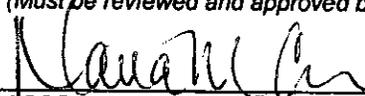
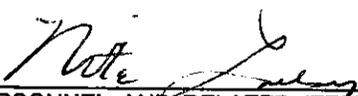
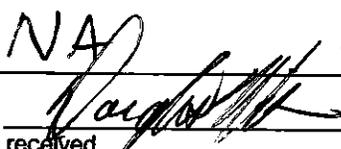
Your board could choose not to approve a contract amendment with Nielsen's Equipment Maintenance for the additionally identified equipment. This is not recommended because the additional equipment will provide better coordination with other agencies and more flexibility for the Road Department. There is also sufficient funds in the Road Department Budget to pay for the proposed equipment.

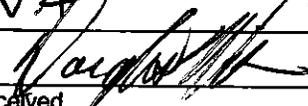
OTHER AGENCY INVOLVEMENT:

Auditor Controller, County Counsel, Federal Communications Commission (FCC)

FINANCING:

Replacing and programming the radio equipment has been budgeted in the Road Department 2012/2013 budget 034600, Object Code 5232.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u> </u> Date <u>10/24/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u> </u> Date <u>10/25/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u> </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:  Date: 10-30-12
 (Not to be signed until all approvals are received
 (The Original plus 20 copies of this document are required)

ROAD RADIO INVENTORY SUMMARY

ROAD TOTALS	DISTRICT 1	BISHOP SHOP	DISTRICT 2	DISTRICT 3 ⁽¹⁾	DISTRICT 4	DISTRICT 5	OTHER	SUBTOTALS	NOTES
REPEATERS								3	3 new
BASE	2	1	1	1	1	1	1	8	8 new
MOBIL	16	4	12	24	19	8	9	92	program 19, 73 new
HAND HELD	2		2	5	2	2	4	17	program 5, 12 new
SUBTOTAL	20	5	14	30	22	11	14	120	TOTALS
NEEDED MOBIL								4	
NEEDED REPEATER								1	
NEEDED HAND HELD								2	
MISSING July 2012 inventory			1	5	4	1		11	
TOTAL RADIOS								120	TOTALS

(1) Includes Shop vehicles & Carpentry Crew

			type	new	program	totals
			Base Radio	8		8
			Repeaters	3		3
Original Inventory			Mobil	73	19	92
actual + missing+ needed	106	units	Hand held	12	5	17
			TOTALS	96	24	120
Actual installation & programming	120	units	percent of project	80.0%	20.0%	100.0%
Percent added to project	11.7%					

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nielsen's Equipment Maintenance
FOR THE PROVISION OF GOODS**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Nielsen's Equipment Maintenance of Mammoth Lakes, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of goods dated June 26, 2012, on County of Inyo Standard Contract No. 116A, for the term from July 1, 2012 to May 31, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 3 D, **CONSIDERATION** to read: Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for goods provided under this Agreement shall not exceed \$91,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for goods provided which is in excess of the contract limit.

Amend **Attachment A**, see revised attachment.

Amend **Attachment B**, see revised attachment.

The effective date of this amendment to the Agreement is November 6, 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
Nielsen's Equipment Maintenance
FOR THE PROVISION OF GOODS**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification Number:

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A
GOODS TO BE PROVIDED
AMENDMENT 1

ITEM

BASE STATION RADIOS
BASE STATION POWER SUPPLY & HOOD
DESK MICROPHONE
BASE STATION ANTENNAS
REPEATERS
DUPLEXERS
REPEATER ANTENNAS
POWER SUPPLY
RACKS
GEL CELL BATTERIES
MOBILE RADIOS
MOBILE RADIO ANTENNAS
HAND HELD RADIOS
OTHER INCIDENTAL PARTS AND CONNECTORS
PUBLIC SERVICE HAND HELD RADIOS AND CHARGERS

ATTACHMENT B
SCHEDULE OF FEES
AMENDMENT 1

ITEM	Cost /Unit
BASE STATION RADIOS	\$ 425.00
BASE STATION POWER SUPPLY & HOOD	\$ 193.00
DESK MICROPHONE	\$ 78.00
BASE STATION ANTENNAS	\$ 200.00
REPEATERS	\$ 1,675.00
DUPLEXERS	\$ 1,775.00
REPEATER ANTENNAS	\$ 1,250.00
POWER SUPPLY	\$ 265.00
RACKS	\$ 175.00
GEL CELL BATTERIES	\$ 225.00
MOBILE RADIOS	\$ 425.00
MOBILE RADIO ANTENNAS	\$ 30.00
HAND HELD RADIOS	\$ 400.00
OTHER INCIDENTAL PARTS AND CONNECTORS	AS BILLED
PUBLIC SERVICE HAND HELD RADIOS AND CHARGERS	AS BILLED
LABOR ACTUAL TIME	\$ 75.00 PER/HOUR



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
7

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

FROM: Sheriff Bill Lutze

FOR THE BOARD MEETING OF: November 13, 2012

SUBJECT: Request to fill (2) Correctional Officer positions

DEPARTMENTAL RECOMMENDATION:

Request the Board find that consistent with the adopted Authorized Review Policy;

- 1) The availability of funding for the requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
- 3) Approve the hiring for (2) Correctional Officer positions (Range 64 \$3590-4363)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to resignations, we have two (2) Correctional Officer positions that are currently vacated. The Sheriff's Office agreed in the 2012/2013 budget hearing to hold these positions open until November 2012. Currently we have an established list of qualified male and female applicants. The filling of these two (2) positions will not affect the two (2) positions that have been frozen.

ALTERNATIVES:

Deny the hiring of (2) Correctional Officers.

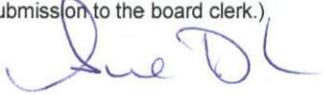
OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's office

FINANCING:

The Correctional Officer positions are currently budgeted in the FY 2012/2013 Jail General budget 022900.

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: <u>Yes</u> Date <u>10/30/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>10/29/12</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 10-30-12



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 8

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: November 6, 2012

SUBJECT: Purchase of 2 CARB Compliant Diesel Tractor Trucks

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the Purchase of 2 CARB Compliant Diesel Tractor Trucks
2. Approve two Purchase Orders, one for each truck to Charter Sales Co., in the amount of \$88,531.29 each. This amount includes sales tax and DMV and documentation fees.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting to purchase two (2) used 2008 Peterbilt Tractor Trucks, to be used for hauling asphalt and aggregate materials. These trucks would be used in the hauling of material for Prop 1B projects as well as routine maintenance projects as needed, as well as being able to tow the transport trailer when equipment needs to be hauled. These trucks are identified as equipment to be purchased during this fiscal year and are included in the current budget. Purchasing trucks has become a higher priority as the Road Department strives to stay in compliance with state mandated CARB regulations. These trucks were manufactured to meet the CARB regulations and will not require retrofitting to meet the requirements. On October 30, 2012, your Board authorized the purchase of 2 trucks contingent to not being able to consummate this purchase.

Because these two (2) trucks are both used, the Road Department did not use a formal bid process due to the inability to create uniform specifications for used vehicles. Instead, the Road Department is considering Charter Sales Co., to be a "sole source".

ALTERNATIVES:

1. The Board could decide not to approve this request. This is not recommended, as the Road Department needs to replace the older non CARB compliant tractor trucks with newer tractor trucks that are CARB compliant and because trucks are an integral part of the Road Department's fleet.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office

FINANCING:

There are sufficient funds available in the 2012/2013 Road Equipment budget (034600). The cost for the 2 trucks is \$177,062.58.

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 10/30/12

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 10/30/12

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: 10-30-12



CHARTER SALES CO.
7667 CONDE LANE
WINDSOR, CA 95492

888-905-2621
707-837-1893 OFFICE
707-837-8748 FAX

INVOICE QUOTE

SOLD TO:

Inyo County Road Department
PO Drawer Q
Independence CA 93526
136 North Edwards St
Bob Mileage 319,613 2008 Carb Compliant
(760) 878-0203

Stock # U2245
Invoice # U2245
Quote Date 10/24/2012
County Inyo
Code 31088

2008 PETERBILT 367

VIN: 1XPTD49XX8D761999

SALES PRICE		\$ 79,500.00
DOC FEES		\$ 65.00
SALES TAX	7.75 %	\$ 6,166.29
DMV FEES		\$ 2,800.00
		<hr/>
TOTAL SALES PRICE		\$ 88,531.29
TRADE IN ALLOWANCE	-	
DELIVERY FEE	+	
SALES PRICE LESS TRADE IN		\$ 88,531.29
CASH DOWN PAYMENT	-	
PAYMENT RECEIVED	-	
		<hr/>
	TOTAL BALANCE DUE	\$ 88,531.29

ALL USED EQUIPMENT SOLD AS-IS WHERE NO WARRANTY IS EXPRESSED OR IMPLIED

SIGNED: _____

RECEIVED BY: _____ DATE: _____

DELIVERED BY: _____ DATE: _____

THANK YOU FOR YOUR BUSINESS!
Sam Ferrero



CHARTER SALES CO.
7667 CONDE LANE
WINDSOR, CA 95492

888-905-2621
707-837-1893 OFFICE
707-837-8748 FAX

INVOICE QUOTE

SOLD TO:	SHIP TO:	Stock #	U2243
Inyo County Road Department	136 North Edwards St	Invoice #	U2243
PO Drawer Q		Quote Date	10/24/2012
Independence CA 93526		County	Inyo
Bob Mileage is 316,964	2008 Carb Compliant	Code	31088
(760) 878-0203			

2008 PETERBILT 367

VIN: 1XPTD49X68D761997

SALES PRICE		\$ 79,500.00
DOC FEES		\$ 65.00
SALES TAX	7.75 %	\$ 6,166.29
DMV FEES		\$ 2,800.00
TOTAL SALES PRICE		\$ 88,531.29
TRADE IN ALLOWANCE	-	
DELIVERY FEE	+	
SALES PRICE LESS TRADE IN		\$ 88,531.29
CASH DOWN PAYMENT	-	
PAYMENT RECEIVED	-	
TOTAL BALANCE DUE		\$ 88,531.29

ALL USED EQUIPMENT SOLD AS-IS WHERE NO WARRANTY IS EXPRESSED OR IMPLIED

SIGNED: _____

RECEIVED BY: _____ DATE: _____

DELIVERED BY: _____ DATE: _____

THANK YOU FOR YOUR BUSINESS!
Sam Ferrero



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: November 6, 2012

SUBJECT: ESAAA Ombudsman Services – Direction to Staff

DEPARTMENTAL RECOMMENDATION:

Contingent upon obtaining the necessary signatures, recommend Board provide direction to staff to either:

- (1) redistribute the Request for Proposals (RFP) for Ombudsman/Elder Abuse Prevention Services, in an amount not to exceed \$53,648 annually, including:
- (a) the re-writing of the RFP to include additional requirements from the California Department of Aging including no more than a one-year contract period, composition of the RFP Evaluation Panel, the appeal deadline, dates for a Bidders' Conference;
 - (b) specific performance outcomes for contractor;
 - (c) the provision of the required Bidders' Conference;
 - (d) the return to Board for awarding of the contract after all bids are received and scored.

OR

- 2) move forward with a pilot plan to provide Ombudsman/Elder Abuse Prevention Services with HHS staff, beginning April 1, 2013 through June 30, 2016 and beyond, contingent upon outcomes, and including:
- (a) Increase the authorized strength in the Health and Human Services Department with one Human Services Supervisor at Range 66 (\$3,757 - \$4,574)
 - (b) find that consistent with the adopted Authorized Position Review Policy, the availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
 - (c) where internal candidates meet the qualifications for the position of Human Services Supervisor, the position could be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
 - (d) approve the hiring of one Human Services Supervisor (Range 66, \$3,757-\$4,574); and
 - (e) authorization to extend the existing interim contract for Ombudsman services through March 31, 2013, in the amount of \$20,236, for a total amount not to exceed \$40,236; and
 - (f) development of specific performance outcomes, and reporting periods, to be brought back for Board review.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board was briefed on October 30, 2012, about the results of the recent appeal hearing conducted by the California Department of Aging (CDA), from which the current Ombudsman contractor's appeal was upheld, thus overturning your Board's decision to award the Ombudsman contract to another entity.

Staff has prepared some analysis of service issues, associated costs, and the pros and cons of providing this service in-house versus through a contractor. Particularly given the low administrative allocation of \$61,000 per year to administer the ESAAA programs, the requirement to conduct annual RFP processes and Bidder's Conferences seems unnecessarily burdensome, administratively. The Department has spent the last four years carefully scrutinizing ways to reduce costs, particularly administrative costs, in ESAAA. This issue alone led staff to begin looking at the merits of providing Ombudsman/Elder Abuse Prevention Service in-house with County staff.

On the one hand, we would regret the loss of a longtime, experienced 30-hour-week local contractor. On the other hand, that contractor's one employee could choose to apply for a newly created position within the Department. If provided internally, HHS could leverage additional HHS funds (no County General Funds) to create a fulltime position with the primary purpose of recruiting and sustaining a volunteer workforce (a required Ombudsman activity), coordinating and soliciting community donations and support for volunteer activities for several purposes, including: Ombudsman services, community sponsors for Lifeline slots for seniors, coordination of community appreciation dinners, recruitment of mentors and respite caregivers for seniors (as well as for children), oversight of volunteers providing an evidence-based program with seniors around depression, as well as problems with use of prescription medications and/or alcohol, and back-up drivers for home-delivered meals during staff vacancies.

The Department already has the expertise and skills to conduct the required Ombudsman activity of investigating complaints of maltreatment of individuals in Skilled Nursing Facilities. However, the Department does not have sufficient expertise nor staff to provide recruitment and sustenance of volunteers, including the on-going engagement with a variety of community groups to support volunteer activities. We do know, from previous false starts in the Department, that oversight of a volunteer workforce is labor intensive, is not a part time job, will require the hiring of a talented manager, on-going training, and the ability to provide on-going recognition, coaching, support, and appreciation of volunteers. Therefore, this option should be considered a pilot project, with regular performance outcomes reported to your Board before it could be considered a permanent service delivery structure. Should Board prefer this option, the Department recommends you keep it on the same Four-Year Plan timeframe, ending June 30, 2016, before a final evaluative decision is made.

Over the course of the next three-and-one-half years, the Department projects administrative savings in ESAAA/IC-GOLD, as well as enhancement of services to seniors.

ALTERNATIVES:

Lack of direction at this point will result of a continuance of the existing interim contract for Ombudsman/Elder Abuse Prevention Services.

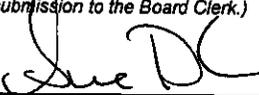
OTHER AGENCY INVOLVEMENT:

California Department of Aging (CDA), Ombudsman Advocacy Services of Inyo-Mono

FINANCING:

\$ 53,011 Ombudsman funds
637 Elder Abuse Prevention funds
23,114 Substance Use Disorders primary prevention funds
18,093 Mental Health Services Act funds
\$ 94,855

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>10/31/12</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 10-31-12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: November 6, 2012

SUBJECT: Request to hire a Social Worker in Child Welfare Services.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for this requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- 2) where internal candidates meet the qualifications for the position, the vacancies could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply, if one is not found on an existing list; and
- 3) approve the hiring of one Social Worker, either a II at Range 64 (\$3590-\$4363), or a III at Range 67 (\$3852-\$4676), contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As of June 12, 2012, your Board had authorized the hiring of three vacant Social Worker positions in the Child Welfare Program. Two of the positions were authorized to be filled at a Social Worker (SW) II or III level and the remaining position was authorized to be filled at a SW II level. As a result of the recruitment process, the Department has filled two of the positions with SW III level candidates. However, the one SW III position was filled by an internal candidate, who had been at a SW II level. The Department is asking your Board to fill this employee's former position at a SW II or SW III level. The remaining vacant position will continue to be filled at a SW II level. As previously indicated, the intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. The increased complexity of these cases often require a higher level of skill base, which is more likely to be found with SW III candidates.

It is very important to the overall effective functioning of the division to assist the remaining staff by moving swiftly to fill the remaining vacancies.

ALTERNATIVES:

Denying this request would result in the existing staff, who now are absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on behalf of children due to very high workloads.

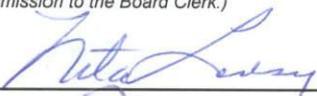
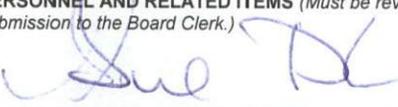
OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Native American tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department

FINANCING:

State and Federal funds, Social Services 1991 Realignment and Social Services 2011 Realignment. This position is budgeted in the Social Services budget (055800) in the salaries and benefits object codes. No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved:  Date: <u>10/10/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved:  Date: <u>10/8/12</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10-11-12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11

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

FROM: HEALTH & HUMAN SERVICES – Fiscal Division

FOR THE BOARD MEETING OF: November 6, 2012

SUBJECT: Request to fill vacant Account Technician I/II/III in the Behavioral Health Fiscal Division

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for this requested position exists in the Mental Health Budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C) approve the hiring of one Account Technician I (Range 55, \$2,910-\$3,537), or Account Technician II (Range 59, \$3,194-\$3,880), or Account Technician III (Range 63, \$3,502-\$4,261), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The position that is vacated is in the Mental Health division and is directly related to the billing of Medi-Cal services and insurance billings and is a revenue generating position. This position is responsible for the accurate and timely entry into the ShareCare billing software of all mental health services provided by Inyo County Mental Health staff to Medi-Cal and non-Medi-Cal beneficiaries. This position requires specialized skills in Medi-Cal, insurance and Medi-Care billing, as well as a high degree of proficiency in using Microsoft software programs. To maximize revenue, a comprehension of the various, blended funding streams are required. A continued vacancy in this position will result in challenges in fully realizing the approximately \$600,000 in Short-Doyle Medi-Cal and EPSDT services revenue that the mental health program typically generates within a fiscal year. Insurance and Medicare billing would also be negatively impacted. At a minimum, a vacancy in the billing position will cause delays in submitting monthly Medi-Cal claims, which could result in denials due to late submissions. This position performs an eligibility verification and data-proofing role. As a skilled user of Microsoft Excel, the Mental Health Account Technician provides essential assistance with the preparation of the data needed for annual Short Doyle cost report, and performs critical accounts payable and accounts receivable duties.

In addition to those duties, this position, if hired at the III Level would be in charge of the oversight of the Medi-Cal Administrative Activities (MAA) billing. This requires a higher level of detail and the ability to track, compile, train and work with all of the claiming units to ensure that all of the invoices are completed correctly and timely to earn this revenue that is so truly needed in these fiscal times. This position will be working closely with the Fiscal Director/LGA Coordinator in all of the MAA functions.

This position was vacated as an Account Technician III position.

ALTERNATIVES:

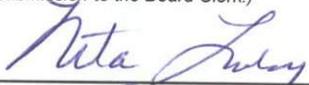
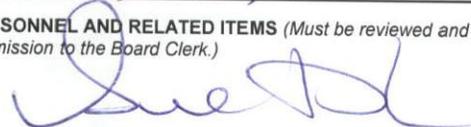
Your Board could choose not to approve the hiring of this position which could negatively impact Mental Health Medi-Cal revenues and could impact the ability to claim MAA funds in a timely manner. There is also the possibility of delays to vendors for payments due to the shortage of staff in the HHS fiscal office.

OTHER AGENCY INVOLVEMENT:

State of California Department of Health Care Services

FINANCING:

Funding for this position is from Short-Doyle Medi-Cal, State and Federal Funds, and Mental Health Realignment dollars. This position is funded in Mental Health (045200), in the Salaries and Benefits object codes. No County General Fund.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved:  Date: 10/17/12
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: 10/16/12

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10-18-12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: HEALTH & HUMAN SERVICES – Fiscal Division

FOR THE BOARD MEETING OF: November 6, 2012

SUBJECT: Request to fill vacant Social Services Account Technician I/II/III

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position exists in the Social Services Budget, as certified by the Health and Human Services Director, and concurred with by the County Administrator and the Auditor-Controller; and
- B) while the position could possibly be filled through an internal recruitment, an open recruitment would be more appropriate to ensure qualified applicants apply and the Department is authorized to conduct an open recruitment; and
- C) approve the hiring of one Account Technician I (Range 55, \$2,910-\$3,537) or Account Technician II (Range 59, \$3,194 - \$3,880) or Account Technician III (Range 63, \$3,502-\$4,261), depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This position is in Social Services, which requires Merit Systems recruitment. The Fiscal division in the past couple of years has gone through several system/computer conversions. With each upgrade/conversion it has become apparent that the need for higher staff sophistication has increased. An Account Technician I/II vacancy in the Social Services fiscal division has been vacant since May, 2012. HHS has taken the past several months to observe the tasks and timelines in the Social Services fiscal division to clarify what the workload and needs of this position consists of. It has become apparent that the tasks should be handled by a higher level position, to more closely assist the Administrative Analyst in the higher level claiming needs of this division.

Most of the tasks now require a depth and knowledge of the eligibility program that wasn't needed before. In the past when there was an issuance problem, it was simply a matter of letting the State know that there was an issue and they would resolve it for you. With the new C-IV computer system in place, staff now has to be able to navigate the system, and take the responsibility to do more research and be able to read the background detail in order to figure out what the issues are. Additionally tasks are being shifted to the Account Technician that require a higher level of understanding, such as learning the monthly CA-800 claims that are currently being completed by the Administrative Analyst. These claims are the vehicle that allows Social Services to be reimbursed for all of the costs of the clients in TANF and Foster Care. It is and has always been the goal of the Fiscal Division to have cross training in all aspects of the work that is done in this division and this will allow another person to have the knowledge of these claims if the Analyst was unable to complete this report each month. If filled at the Account Technician III level, this position would also be able to train lower level staff and oversee the office if a supervisor was not present. It is the Fiscal division's goal to insure that there is sufficient staffing and oversight of the office at all times, and if there is a supervisory meeting scheduled in Bishop, this would allow for coverage of the office to be in place.

During the most recent budget cycle the Fiscal division took the opportunity to delete one Account Clerk position. If this Account Technician position were to be filled at the higher level by an existing Technician in the Fiscal Division we would further evaluate the need to backfill the vacant position.

ALTERNATIVES:

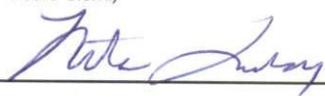
Your Board could choose not to approve the filling of this position which could negatively impact the timeliness of claims being submitted and could cause delays in payments to vendors due to the shortage of staff in the fiscal division.

OTHER AGENCY INVOLVEMENT:

State of California Department of Social Services

FINANCING:

Funding for this position is from State, Federal, 1991 Social Services Realignment, and 2011 Social Services Realignment. Funding for this position would be in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <input checked="" type="checkbox"/> _____ Date: <u>10/16/12</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: <u>Yes</u> _____ Date: <u>10/17/12</u>

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



Date: 10-18-12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 6, 2012

SUBJECT: Desert Renewable Energy Conservation Plan

DEPARTMENTAL RECOMMENDATION: Receive an update regarding the Desert Renewable Energy Conservation Plan.

SUMMARY DISCUSSION: Governor Schwarzenegger ordered the development of the Desert Renewable Energy Conservation Plan (DRECP) for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area encompasses over 35,000 square miles and includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. A Renewable Energy Action Team (REAT) was formed consisting of the California Natural Resources Agency, California Energy Commission (CEC), California Department of Fish and Game (CDFG), Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service (USFWS) in part to coordinate the DRECP. Other involved State and federal agencies include the California Public Utilities Commission, California Independent System Operator, National Parks Service, and the Department of Defense.

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

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

Staff has briefed the Board previously regarding the DRECP;¹ this year, a baseline biology report and a draft review by an independent science panel were published. Workshops regarding these documents were conducted, as well as two additional workshops in September focused on (1)

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

mitigation on public lands and (2) governance, costs, and financing. A future workshop is planned for mitigation on private lands in January.

In response to previous input, the DRECP tentatively plans to prepare a document entitled "Description and Comparative Evaluation of Draft DRECP Alternatives" for publication in mid-December. A comment period of approximately one month is planned following its release. Prior to its release, DRECP staff indicates that it will coordinate with the County to solicit input.

DRECP staff report that due to budgetary constraints the Stakeholder Committee meetings will be more limited and more likely to be held in Sacramento, rather than in Ontario as they had been previously. A draft Plan is anticipated early next year, with a joint Environmental Impact Report/Statement (EIR/EIS) and final approval following.

DRECP Baseline Biology Report

The Baseline Biology Report summarizes the environmental and biological setting for the Plan Area in order to establish the foundation for conservation planning under the DRECP, and includes analyses of the following topics: Environmental Setting, Physical and Ecological Processes, Natural Communities and Biological Setting, Species Considered for Coverage, Anthropogenic Land Uses and Influences, and Conservation and Management Factors and Issues. Of particular interest to the County are the specific geographic features addressed (Amargosa River, Owens River, Owens Lake), identified linkages (particularly in southwest Inyo County), and specific species, such as Mojave ground squirrel, desert tortoise, various pupfish, and the Amargosa vole. Staff relayed concerns to DRECP staff previously about specific references to limit fishing and other multiple uses in riverine habitats (Owens and Amargosa Rivers), mining, grazing, and off-highway vehicle use.

Independent Science Review Panel

An Independent Science Review Panel has been convened to evaluate the DRECP pursuant to the NCCP. The Panel first issued a report in 2010 providing input and recommendations, and in September of this year, issued a second report to evaluate whether the Plan has considered the best available scientific information, has been prepared using the initial recommendations, and has planned for climate change effects. The Panel found that some recommendations of the 2010 report were addressed, but that some appeared insufficiently implemented. The following improvement topic areas were recommended:

1. Add scientific expertise.
2. Review, revise, and explain the Covered Species.
3. Improve species distribution models.
4. Revise the Natural Communities designations.
6. Incorporate a climate change scenario into the reserve design.
7. Revise and elaborate the reserve design.
8. Craft an Adaptive Management Plan.

Conservation on Public Lands

On September 5, 2012, a workshop was held to discuss the durability of conservation activities on public lands. The crux of this issue is how to ensure that biology mitigation on public lands be maintained through time, since many public lands are available for a variety of activities, including development. Due to the scale of the DRECP and the State's renewable energy goals, there is not enough private land in the affected counties to mitigate biology impacts from renewable energy development under existing mitigation practices, which often require conservation of lands permanently at ratios greater than the impact. If this practice is to continue, mitigation on public lands will be a necessity, and the DRECP is searching for means to ensure that such mitigation will be durable, or continue through time. Possible solutions include special legislation, amendments to the Federal Land Policy and Management Act, designations under the Antiquities Act, and expanding Areas of Critical Environmental Concern and/or the National Landscape Conservation System. One novel idea discussed was to utilize the BLM's right-of-way process for conservation. Another issue particularly relevant to local government is how to ensure that conservation achieved through local governments' amendments to their General Plans is assured through time, since local governments can amend their General Plan at their discretion.

More of a technical issue is how to measure mitigation on public lands. For example, desert tortoise fencing installation could be part of a program to offset impacts to desert tortoise from renewable energy development, but how would the specific fence's length and location be compared to the acres of disturbance and the quality of habitat at the specific renewable energy project site? An algorithm most likely will be developed to address this issue.

Governance, Costs, and Finance

On September 24, 2012, a workshop was held to discuss governance, costs, and finance. In order to implement the Plan, an entity must be designated to manage and administer the Plan. In other instances, an entity has been created for this task, such as a joint powers authority, non-profit, or inter-governmental committee; a new State conservancy may also be considered. The entity would be responsible for a variety of tasks, such as coordination, public outreach, conservation activities, adaptive management, etc. Financing will need to be addressed as well, including means to raise funds (such as through permitting fees, a transmission surcharge, or other means) and coordinate utilization of the funds for conservation as development occurs. Whatever entity is selected, it may also pursue fundraising and grant opportunities.

Assembly Bill No. 1255 (Perez)

Assembly Bill 13 X1 (Perez, 2011) provided up to \$7,000,000 for specified counties, including Inyo County, to update their General Plans and zoning ordinances to address renewable energy. Within the DRECP, the Counties would have had to have participated in the DRECP. AB 1255 modifies the requirements to also allow counties that enter into a memorandum of understanding (MOU) with the Energy Commission consistent with the DRECP planning agreement. DRECP staff has inquired whether the County is interested in participating in this program. Attached is a draft MOU prepared by DRECP staff for discussion purposes.

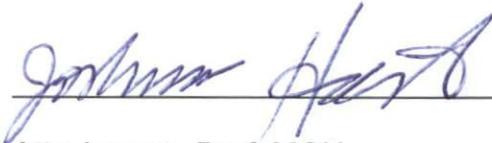
OTHER AGENCY INVOLVEMENT: Governor Brown, CEC, USFWS, CDFG, BLM, counties of Kern, Los Angeles, Imperial, Riverside, and San Bernardino, and other affected agencies and stakeholders.

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

APPROVALS

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

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



Date: 10-31-12

Attachment: Draft MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA ENERGY COMMISSION,
AND
THE COUNTY OF XXXX
REGARDING
PARTICIPATION AND ENGAGEMENT IN
THE DEVELOPMENT OF
THE DESERT RENEWABLE ENERGY CONSERVATION PLAN
DECEMBER XX, 2012

I. INTRODUCTION AND BACKGROUND

The Governor of the State of California issued Executive Order S-14-08 (November 17, 2008) establishing a state policy goal of producing 33 percent of California's electrical needs with renewable energy resources by 2020. The Governor and Legislature subsequently enacted Senate Bill 2 (1x) to establish the 33 percent renewable energy standard in statute, effective December 10, 2011. The Renewable Portfolio Standards (RPS) energy projects, including wind, solar, and geothermal, also contribute to achieving the state's climate change goals of reducing greenhouse gases to 1990 levels by 2020 and to 80 percent of 1990 emissions levels by 2050, making the success and expansion of RPS energy generation a key priority for California's economic and environmental future.

Concurrent with the Governor's Executive Order S-14-08, several state and federal agencies created an inter-agency cooperative effort known as the Renewable Energy Action Team (REAT) through the "Memorandum of Understanding Between the California Energy Commission and the California Department of Fish and Game Regarding the Establishment of the Renewable Energy Action Team" (November 17, 2008). In the Memorandum of Understanding, the California Department of Fish and Game (CDFG), the California Energy Commission (CEC), the Bureau of Land Management (BLM), and the United States Fish and Wildlife Service (USFWS) (REAT Agencies) committed to a cooperative relationship to achieve shared energy policy goals.

The REAT agencies subsequently entered into the "Planning Agreement by and among California Department of Fish and Game, California Energy Commission, United States Bureau of Land Management, and United States Fish and Wildlife Service for the Desert Renewable Energy Conservation Plan" (May 2010). In the Planning Agreement, the REAT agencies committed to work together to develop the Desert Renewable Energy Conservation Plan (DRECP), a multispecies desert energy conservation plan in the Mojave and Colorado Desert Regions. The DRECP will guide solar and other qualified RPS energy project siting in the DRECP Planning Area and ensure the conservation of California's natural resources in the Planning Area. The goals of the DRECP, as provided in Section 2.3 of the Planning Agreement, include the following:

- Provide for the long-term conservation and management of Covered Species within the Planning Area;
- Preserve, restore, and enhance natural communities and ecosystems that support Covered Species within the Planning Area;
- Build on the Competitive Renewable Energy Zones identified by the Renewable Energy Transmission Initiative;
- Further identify the most appropriate locations within the Planning Area for the development of utility-scale renewable energy projects, taking into account potential impacts to threatened and endangered species and sensitive natural communities;

- Provide a means to implement Covered Activities in a manner that complies with the Natural Community Conservation Planning Act (NCCPA), Federal Endangered Species Act (FESA), National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and other relevant laws;
- Provide a basis for the issuance of Take Authorizations allowing the lawful Take of Covered Species incidental to Covered Activities;
- Provide for issuance of Take permits for other species that are not currently listed but which may be listed in the future;
- Provide a comprehensive means to coordinate and standardize mitigation and compensation requirements for Covered Activities within the Planning Area;
- Provide a framework for a more efficient process by which proposed renewable energy projects within the Planning Area may obtain regulatory authorizations and which results in greater conservation values than a project-by-project, species-by-species review would have;
- Provide durable and reliable regulatory assurances, as appropriate, under the NCCPA and the FESA for Covered Activities that occur within the Planning Area; and
- Identify and incorporate climate change adaptation research, management objectives, and/or policies into the final plan document.

Under section 25619 of the Public Resources Code, the Energy Commission may provide up to seven million dollars (\$7,000,000) in grants to qualified counties for the development or revision of rules and policies, including, but not limited to, general plan elements, zoning ordinances, and a natural community conservation plan as a plan participant, that facilitate the development of eligible renewable energy resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources. For counties within the DRECP Planning Area, the Energy Commission may award a grant to a county only if the county has signed the Planning Agreement as a "plan participant" as defined by California Fish and Game code section 2805(j)(1) or the county enters into a memorandum of understanding with the Energy Commission in which the county agrees to participate in the development of the DRECP for the purpose of ensuring that the DRECP can achieve the goals set forth in the Planning Agreement in a manner that is consistent with the applicable policies of the county.

The DRECP Planning Area contains extensive lands within XXX County (County) and under the County's jurisdiction. The construction across the state of RPS generation projects and the electric transmission projects needed to deliver RPS energy to load centers may affect these lands; and in many cases, the lands may provide appropriate sites for such projects. The County supports responsible renewable energy development on lands in the County under its jurisdiction and by this MOU seeks to engage more formally in the development of the DRECP in a way that is consistent with County policies and public needs. The County may also develop or revise County rules and policies that will facilitate the development and permitting of renewable energy resources and associated transmission facilities and, for that reason, may apply for a grant under section 25619 of the Public Resources Code.

II. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Energy Commission and XXX County (collectively, Parties).

III. PURPOSE

The purpose of this MOU is to form a cooperative relationship between the Parties to effectively plan for and promote renewable energy development in California in a way that advances California's renewable energy development initiatives and the renewable energy policies of the Parties and to develop and implement the DRECP in a manner that is consistent with the planning goals set forth in the Planning Agreement and with the applicable policies of the County. The County's participation in the DRECP planning effort will enhance the development and implementation of the DRECP through the sharing of comprehensive environmental baseline data, environmental analyses, impact assessments, renewable energy development, conservation and mitigation opportunities throughout the County. The Energy Commission and the County expect that the County's participation in the DRECP planning effort will also inform its development or revision of County rules and policies pertaining to renewable energy and lead to rules and policies that complement the DRECP.

IV. AUTHORITY TO ENTER INTO THIS MEMORANDUM OF UNDERSTANDING

California Energy Commission Authority: Public Resources Code Sections 25218, subds. (d)-(e), 25219, 25302, 25324, and 25500 et seq.

County Authority: Public Resources Code Section 21000, et seq. (CEQA); [XXXX].

V. PRINCIPLES OF AGREEMENT

The Parties mutually agree to:

- A. Participate in DRECP meetings, review draft DRECP documents and information, and provide advice and input about accomplishing DRECP planning goals in a manner that is consistent with the County's rules and policies regarding lands within its jurisdiction.
- B. Coordinate, share, and/or combine resources and data in conducting environmental and resource analyses to assist in the development of the DRECP, to the extent appropriate and allowed by law.

- C. Apprise each other, as far in advance as practicable, of any significant actions or issues that pertain to the development of the DRECP or the implementation of the DRECP on lands within the jurisdiction of the County.
- D. Share documents and information related to the preparation of the DRECP, to the extent appropriate and allowed by law.
- E. Provide Geographical Information Systems (GIS) staff, technical expertise, data and products where appropriate to assist in the development or implementation of the DRECP.
- F. Work together on the development of additional renewable energy resources in California's Mojave and Colorado Desert Regions, including identifying, as far in advance as practicable, those geographic areas and technical and environmental features that merit heightened consideration so that renewable energy project and transmission line development is consistent with both the DRECP's planning goals and the County's rules and policies for lands under its jurisdiction in the DRECP Planning Area.

VI. GENERAL PROVISIONS

- A. Nothing in this MOU is intended to or shall be construed to limit or affect in any way the authority or legal responsibilities of the Energy Commission or the County, including those related to land use decisions.
- B. Nothing in this MOU binds the Energy Commission or the County to perform any action that is beyond its legal authority.
- C. Nothing in this MOU requires the Energy Commission or the County to assume any financial obligation, or to expend any funds, in excess of available appropriations authorized by law. This MOU does not constitute or imply approval by the Energy Commission of any grant funds under section 25619 of the Public Resources Code or any other law, nor does it constitute or imply application by the County for a grant. Any activities that involve the transfer of money, services, or property between or among the Parties will require execution of separate agreements or contracts.
- D. Nothing in this MOU is intended to or shall be construed to restrict any Party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. Any information furnished between the Parties under this MOU is potentially subject to the California Public Records Act, Gov. Code § 6250, et seq. (CPRA). The Parties agree to consult one another prior to transferring potentially

privileged or exempt documents and to cooperate in good faith to assert all such privileges and exemptions permitted by the CPRA.

- F. All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, or national origin.
- G. If any legal issue arises under this MOU, California law shall apply.
- H. Any loss, damage or injury suffered by any Party in connection with the performance of this MOU will be borne exclusively by it.
- I. Amendments or supplements to this MOU may be proposed by the Energy Commission or the County and shall become effective upon written approval of both Parties.
- J. Either the Energy Commission or the County may terminate this MOU thirty (30) days after providing written notification of termination to the other Party.
- K. This MOU shall become effective as of the later date shown below on the signatures page. This MOU may be executed in one or more counterparts, each of which will be considered an original document.
- L. This MOU shall remain in effect for three (3) years after the effective date of this MOU.
- M. This MOU is intended only to reflect the mutual understanding of the Parties. It is not a contract for acquisition of supplies or services; it is not legally enforceable; and it does not create any legal obligation of either of the Parties or create any private right or cause of action for or by any person or entity.

VII. CONTACTS

The primary points of contact for carrying out the provisions of this Memorandum of Understanding are:

- California Energy Commission: Roger Johnson
- County:

VIII. APPROVALS

COUNTY OF XXX

DRAFT October 30, 2012

By: _____
[Name & Title]

CALIFORNIA ENERGY COMMISSION

By: _____
[Name & Title]



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 15
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Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 9:45 Closed Session Informational

FROM: **Water Department**

FOR THE BOARD MEETING OF: **November 6, 2012**

SUBJECT: **Inyo County/Los Angeles Standing Committee Meeting – November 8, 2012**

DEPARTMENTAL RECOMMENDATION:

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for November 8, 2012 in Los Angeles at the LADWP John Ferraro Building. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee.

The Water Department requests your Board consider the attached draft agenda and (1) provide direction to the County's Standing Committee representatives, and (2) address LADWP's request to the Standing Committee concerning the McNally Ponds Enhancement/Mitigation Project.

SUMMARY DISCUSSION:

Item #1 (Action) concerns approval of documentation of action items from the September 26, 2012 meeting. A draft memo is attached.

Item #2 will be an update on runoff and operations from LADWP staff.

Item #3 (Action) is related to LADWP's request concerning water supply to the McNally Ponds E/M project. At the September 26, 2012 Standing Committee meeting, LADWP requested (see attached memo to Standing Committee):

- The Standing Committee is requested to agree that exigent conditions exists which limit the amount of water available to supply the McNally Ponds E/M Project.
- The Standing Committee is further requested to agree that temporary operational reductions to the McNally Ponds E/M Project be enacted to curtail the water supplied to the northwestern approximately 107-acre pasture and the ephemeral ponds as described in the 1985 evaluation during the 2012-13 year unless during that timeframe the Lower McNally Canal is operated or well W249 is turned on pursuant to Water Agreement Section V.C.
- Recognizing that the annual water supply for portions of the McNally Ponds E/M Project is a frequent concern, the Standing Committee is requested to consider directing the Technical Group to evaluate the feasibility of exempting well W249 pursuant to Water Agreement Section V.C for McNally Ponds E/M Project supply and report back to the Standing Committee its findings.

At the September 26 meeting, the Standing Committee did agree to direct the Technical Group to evaluate E/M projects, including the McNally Ponds Project. Since that meeting, the Technical Group has discussed

the Water Agreement's requirements for addressing LADWP's request. Concerning temporary operational reductions in the water supplied to the project, the Technical Group has developed an evaluation of conditions related to this request (attached).

Since we can assume that LADWP is agreeable to temporarily reducing the water supplied to the project, the discretion to agree to reduce the water supply lies fully with the Board of Supervisors. Based on the prevailing dry conditions and the past practice of agreeing to reductions in the water supplied to the project dry years, the Water Department recommends that your Board agree to eliminate the water supplied to the water fowl ponds component of the McNally Ponds E/M Project.

Item #4 will be an update on the ongoing dispute over vegetation conditions in parcel Blackrock 94.

Item #5 will be a report on efforts to revise the Green Book.

Item #6 will be a report on the Owens Lake Groundwater Evaluation.

Item #7 will be a report on the Saltcedar program. The Water Department has provided LADWP with a work plan for disposal of Saltcedar slash, as discussed at the September 26 meeting.

Item #8 will be a report on weed control efforts in Owens Valley. LADWP has been resistant to reporting on their efforts outside the LORP area. This part of the agenda is still in draft form.

Item #9 will be a report on the Technical Group's evaluation of E/M projects.

Item #10 will be a presentation on Phase II of the LORP recreational use plan.

Attachments:

Draft November 8, 2012 Standing Committee agenda
Memo documenting actions from September 26, 2012 meeting
Technical Group evaluation of conditions related to McNally Ponds project.
LADWP 9/19 staff memo to Standing Committee concerning McNally Ponds E/M Project

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

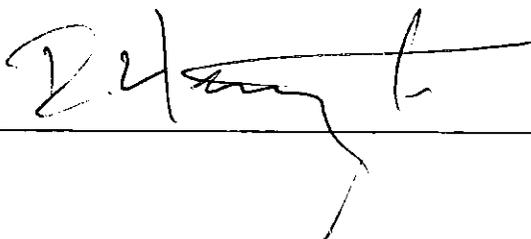
LADWP.

FINANCING:

APPROVALS

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

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



Date: 10/31/12 

AGENDA

INYO COUNTY/LOS ANGELES STANDING COMMITTEE

1:00 p.m.

November 8, 2012

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

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

1. **Action Item:** Approval of documentation of actions from September 26, 2012 meeting
2. Runoff and operations update
3. **Action Item:** Resolution of issue regarding the McNally Ponds Enhancement/Mitigation Project water supply
4. Report on resolution of issue regarding vegetation parcel Blackrock 94
5. Report on status of Green Book revisions
6. Report on Owens Lake Groundwater Evaluation Project
7. Report on Saltcedar treatment/removal
8. Report on weed control in Owens Valley
9. Report on status of Technical Group evaluation of enhancement/mitigation projects
10. Presentation of Phase II of the Lower Owens River Project recreational use plan
11. Public Comment
12. Confirm schedule for future Standing Committee meetings
13. Adjourn.

Standing Committee meeting protocols (Adopted May 11, 2011)

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

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

The LTWA further provides that:

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

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

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

INYO/LOS ANGELES STANDING COMMITTEE

Dedicated to the advancement of mutual cooperation



MEMORANDUM

Date November 8, 2012

Subject: Agenda Item #1: Documentation of Actions Taken by Standing Committee at the September 26, 2012 Meeting

The Standing Committee's policy is to document any actions taken by the Committee in a memorandum at the subsequent meeting. Standing Committee members present at the September 26, 2012 meeting in Bishop were, for Inyo County, Supervisor Susan Cash, Supervisor Linda Arcularius, Water Commissioner Mike Prather, Water Commissioner Teri Red Owl, County Administrative Officer Kevin Carunchio, County Counsel Randy Keller, and Water Director Bob Harrington; and for Los Angeles, Commissioner Jonathan Parfrey, Commissioner Christina Noonan, General Manager Ronald Nichols, Water Quality and Operations Director Martin Adams, Assistant City Attorney Julie Riley, Aqueduct Management Expert Gene Coufal, and Jim Yanotta Aqueduct Manager.

Actions taken at the September 26, 2012 meeting:

Agenda Item #1 – Approval of documentation of actions from May 4, 2012 meeting – The Standing Committee approved the documentation of actions taken at the prior meeting.

Agenda Item #9 – Request pursuant to Water Agreement Section XXVI.B for resolution of issues regarding E/M project water supply – The Standing Committee agrees that the Technical Group shall conduct an evaluation of all Enhancement/Mitigation (E/M) projects. First priority in the evaluation is the E/M projects that do not have an existing exempt source of groundwater and the Van Norman Field Project. The Technical Group shall report back to the next Standing Committee meeting on its progress.

Agenda Item #10 – Resolution of issue regarding the McNally Ponds E/M Project – No action taken.

Agenda Item #11 – Request pursuant to Water Agreement Section XXVI.B for resolution of issues concerning vegetation parcel Blackrock 94 – No action taken.

To: Inyo County/Los Angeles Standing Committee

From: Inyo/Los Angeles Technical Group

Date: November 1, 2012

Re: Technical Group Evaluation of the McNally Ponds Enhancement/Mitigation (E/M) Project Pursuant to the Los Angeles Department of Water and Power's (LADWP) Request to Temporarily Reduce Water Supplied to the Project

Introduction

This report provides information on the McNally Ponds Enhancement/Mitigation Project to help the Inyo County Board of Supervisors, LADWP, and the Inyo/Los Angeles Standing Committee (Standing Committee) evaluate a request from LADWP to reduce the water supplied to the project for the remainder of 2012-13 runoff year. The project, as originally described consists of two components: 1) irrigation in the southeast part of Laws, 2) waterfowl ponds and irrigated pasture west of Highway 6 (Figure 1). The Inyo/Los Angeles Technical Group (Technical Group) discussed bringing LADWP's request to the Standing Committee at the June 14, 2012 and September 5, 2012 Technical Group meetings. LADWP provided written requests on September 19, 2012 and October 11, 2012 (attached). The pasture west of Highway 6 was not irrigated during the just completed 2012 irrigation season. In this report, the Technical Group briefly reviews the original project design and scope and summarizes the existing conditions and operational history of the waterfowl ponds.

McNally Ponds Project

The purpose for the project as described in the attached June 27, 1985 scoping document is:

To provide a regular water supply to existing ephemeral ponds in the Laws area to create a waterfowl habitat, to enhance and maintain existing vegetation and increase livestock grazing capacities.

The project description consists of:

Water will be spread on the native vegetation areas during April through September period to mitigate and sustain the native vegetation. Water will be diverted into the ponds during September through January to provide a waterfowl habitat, enhancement project.

Figure 1 shows the Laws area E/M projects, related production wells and diversions relevant to the ponds. The ponds historically were used by LADWP as basins to spread water diverted from the Owens River. The ponds are largely barren or weedy areas with no wetland vegetation (Figure 2). A California Environmental Quality Act (CEQA) analysis for this project was prepared in combination with the Laws-Poleta Native Pasture Project and the Laws Museum. Both the McNally Ponds and Laws-Poleta Native Pasture Projects are shown on Figure 1 for reference.

The McNally Ponds project was originally planned to be supplied by diversion from the Owens River through the Lower McNally Canal, with W249 as an alternative supply. Surface water used by the project was to be replaced by pumping a new well or wells located south of the Laws return ditch. These new E/M wells were constructed and designated W376 E/M and W377 E/M. They have been run sporadically to supply the southeastern part of the project and are currently in turn-off status. The CEQA analysis for this project and the Laws-Poleta project

described additional wells located at the gravel plant west of Five Bridges Road to replace surface water diverted to the western portion of the project. These E/M wells were designated W385 E/M and W386 E/M. The EIR finalized in 1991 entitled *Water from the Owens Valley to Supply the Second Los Angeles Aqueduct, 1970 to 1990, 1990 Onward, Pursuant to a Long-Term Groundwater Management Plan* (1991 EIR) prepared for the *Agreement between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County* (Water Agreement) concluded that wells W385 E/M and W386 E/M caused adverse impacts to native vegetation that require mitigation. The impacted area is identified in Figure 1 as the Five Bridges Revegetation Project. Wells W385 E/M and W386 E/M have not been operated since the early 1990s and are planned to be modified so as to mitigate their current effect on the shallow aquifer. The E/M wells identified to supply replacement water for the McNally and Laws-Poleta projects are used to pump make-up water and cannot directly supply water to the McNally canal west of the highway for the ponds.

Project Operational History and Present Conditions

Since the Water Agreement was completed in 1991, water was supplied to the project during the September through January period in seven years (Table 1). Sources for the water supply included surface water and pumped groundwater. The project was supplied from the Owens River exclusively in 1998 and 2010 and from pumped groundwater exclusively in 1995, 1996, and 2006. In 1993 and 2005, the ponds received a combination of ground and surface water. In 13 years since 1991, the ponds were not supplied with water in the fall (Table 1).

From 1991 through 2001, the Standing Committee approved annual pumping plans under the provisions of the Drought Recovery Policy. During some low-runoff years in that period, the annual pumping plan approved by the Standing Committee contained provisions for reduced water supply to some E/M projects including the McNally Ponds. After 2001, the Standing Committee has not approved annual pumping plans, and water to the project has been reduced without agreement of the Board of Supervisors and Standing Committee.

Well W249 is identified in the scoping document as an alternative supply for the project. It is an LADWP production well linked to the Laws 1 monitoring site. In addition, production wells W248 and W247 that have supplied the project in the past are also linked to Laws 1. Under the Water Agreement's pumping management procedures, wells linked to Laws 1 have been in turn-off status since July 2010 and unavailable to supply the project.

Owens Valley runoff in 2012 is forecast to be 65% of normal. Pumping planned for Laws is 7,400 ac-ft to supply town water system, E/M projects, and irrigated lands. Operation of W249, W248, or W247 that potentially could supply the ponds can affect groundwater levels under two permanent monitoring sites, L1 and L2, located west of the highway. Present water levels at both locations are deeper than 7.5 m and below the approximate rooting depths of the vegetation (Green Book Section III.G.4.a indicates the maximum effective rooting depth of shrubs to be 4 m and grasses to be 2 m).

Water Agreement provisions and Options

Section IV.A of the Water Agreement (Vegetation Management Goals and Principles) contains provisions relevant to modifying E/M projects temporarily due to dry conditions:

Additionally, the Department shall provide water to any enhancement/mitigation projects added since 1981-1982, unless the Inyo County Board of Supervisors and the Department agree to reduce or eliminate such water supply.

It is recognized that successive dry years could result in insufficient water to meet all needs. During periods of dry year water shortages, the Technical Group will evaluate existing conditions. A program providing for reasonable reductions in irrigation water supply for Los Angeles-owned lands in the Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee.

Los Angeles is requesting a temporary operational reduction in water supplied to the McNally Ponds Project as allowed for by the Agreement Section IV.A.

The Technical Group has considered the following options:

- Supply the project with surface water. Water from the Owens River could be diverted to supply the project via the Lower McNally Canal. Because of low runoff conditions diverting water into the canals conflicts with the LADWP's planned water export and uses in the Owens Valley. As shown in Figure 4, it is consistent with LADWP operations to not divert water from the river into the canal during a dry year such as at present.
- Supply the project with pumped groundwater. As described above, the only wells capable of supplying all or some of the ponds are in turn-off status. The Technical Group has the discretion to exempt the wells from the automatic turn-off management provisions or to turn a well on for mitigation purposes if the Technical Group determines that such action is warranted (Section V.C.). LADWP has stated that it will consider exercising its option to operate wells W248 and/or W249, pursuant to Water Agreement Section V.C, specifically the paragraph:

These provisions (the on/off provisions) do not prohibit the Department from unilaterally implementing such mitigation consistent with these goals and principles as may be necessary to cause an increase in the soil water in the area of a monitoring site prior to, or after the occurrence of a projected soil water deficit. This means that a well that has been turned off, may be turned on to supply water for mitigation in the area of a monitoring site to which it is linked. The area of the monitoring site within which the soil water must recover to the required level will be determined by the Technical Group.

Such operation of wells may only be undertaken if no significant decrease or change in vegetation has occurred (Green Book Section I.B.2.ii). In accordance with Green Book and the 1991 EIR (Response PD-6, Volume I, Response to Comments), LADWP may only operate the wells unilaterally if the following conditions are met:

1. No significant vegetation decrease or change has occurred.
2. Water from the well will only be used to increase soil moisture in the "area of the monitoring site" or for mitigation in the "area of the monitoring site".
3. The "area of the monitoring site" has been determined by the Technical Group.
4. There is no disagreement by the Technical Group over whether the above conditions have been met.
5. The Technical Group must also agree that operation of the well will not result in groundwater mining.

Finally, additional pumping will further lower the water tables.

- Reduce or eliminate the water supplied to the project. The Board of Supervisors and LADWP, acting through the Standing Committee, may agree to reduce or eliminate the

water supply to the project, as provided for by Sections IV.A and X of the Water Agreement. The Section IV.A provision for reducing or eliminating water supply to a project refers to both "successive dry years" and "periods of dry year water shortages" as reasons to reduce water supplied to E/M projects. The 2011 runoff year was well above normal (142% of normal), and 2010 was about normal (104% of normal), so we are not currently in a period of successive dry years. However, the current 2012 runoff year fits the definition of a period of dry year water shortage with snowpack runoff forecast to be 65% of normal. It is common for LADWP to not divert Owens River water into the McNally canals in years with runoff such as this year and it is not unprecedented for the Standing Committee to approve reductions in water supplied to the McNally Ponds as was done under the Drought Recovery Policy.

The Technical Group has recently begun the process of evaluating E/M projects as directed by the Standing Committee including the water supply and benefits of the McNally Ponds and Pasture Project. However, the Technical Group process is focused on long term solutions and improvements to the projects, and it is unlikely it could be completed before the waterfowl ponds need to be supplied this fall and winter.

Technical Group Findings

1. In the context of Water Agreement Section IV.A, the Technical Group finds that dry year water shortages are present.
2. It is not unprecedented for the Standing Committee to act to reduce the water supply to the McNally Ponds Project when runoff conditions are such as they are this year.

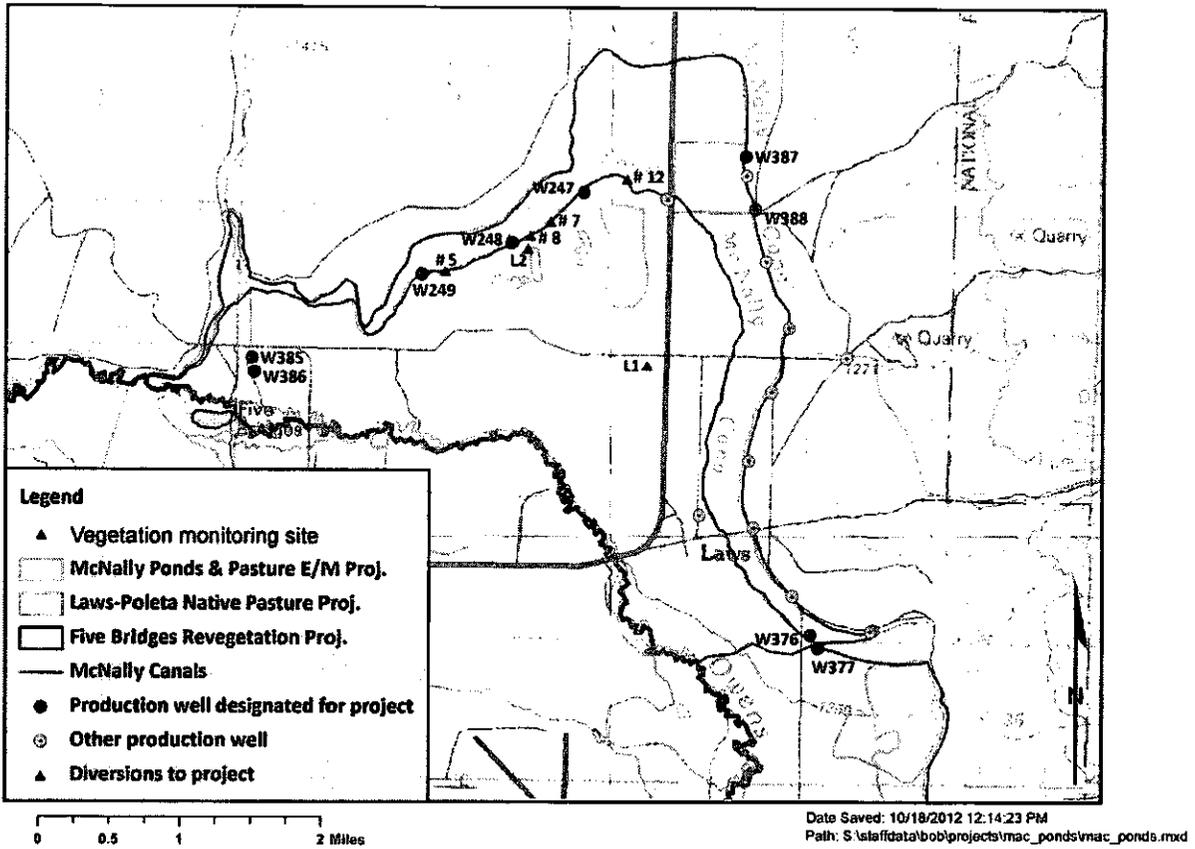


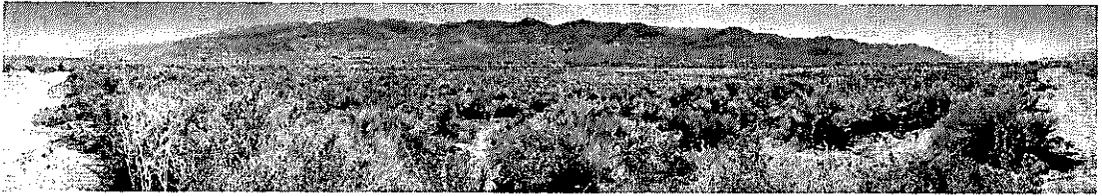
Figure 1. Laws area, showing mitigation projects, supply wells, and diversions to the westerly portions of McNally Ponds Project. The small polygons near diversions #7 and #8 are the waterfowl ponds.



SW Mac Pond_20120629_01x



SE Mac Pond_20120629_26xv



Central Mac Pond_20120629_22x

Figure 2. Photos of McNally Ponds in June 2012.

Table 1. Total water supplied to McNally Ponds via lower McNally diversions 5, 7, and 8 for the months September through January. Values derived from LADWP totals and means database. The amount of water originally estimated to be supplied was 1500 ac-ft as described in Standing Committee scoping documents for the project.

Runoff year	Totals and Means (acre-feet)
1991	0
1992	0
1993	1,738
1994	0
1995	1,531
1996	495
1997	0
1998	1,550
1999	0
2000	0
2001	0
2002	0
2003	0
2004	0
2005	2,142
2006	900
2007	0
2008	0
2009	0
2010	365
2011	0

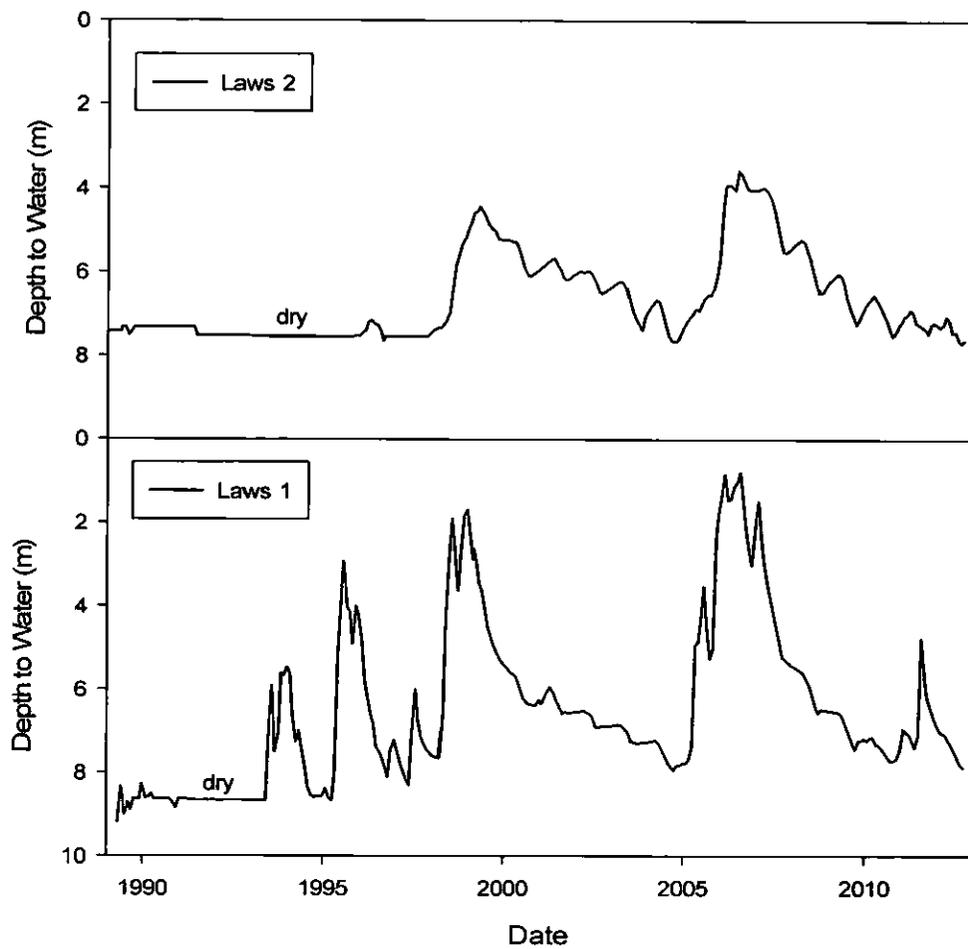


Figure 3. Depth to water table below the ground surface measured in test wells located at monitoring sites Laws 1 and 2. The test well at Laws 2 is currently dry.

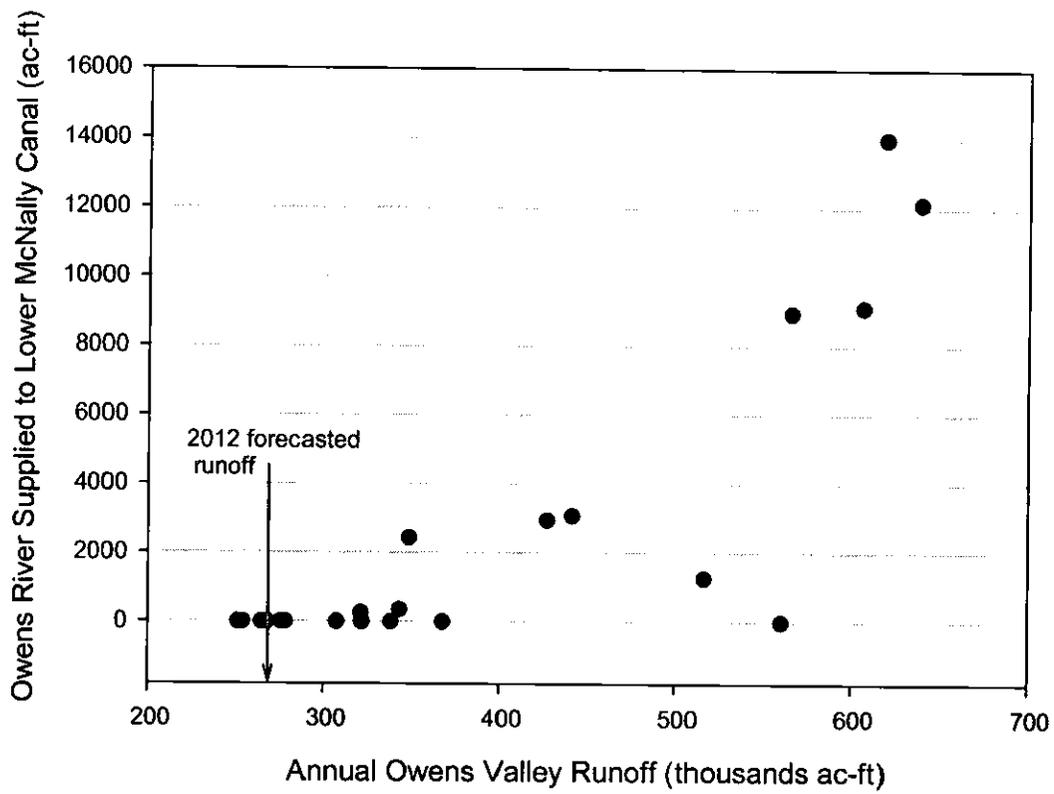


Figure 4. Annual diversion of water from the Owens River into the Lower McNally canal between 1991-2011 as a function of Owens Valley runoff. Forecasted Owens Valley runoff for 2012 was 268,400 ac-ft.

Date: September 19, 2012
To: Inyo/LADWP Standing Committee
From: Los Angeles Department of Water and Power (LADWP)
Subject: Request for Inyo/LA Standing Committee to Address an Issue Concerning Water Supply for the McNally Ponds Enhancement/Mitigation (E/M) Project

LADWP requests the Standing Committee to address an issue concerning the supply of water to the McNally Ponds E/M Project. The McNally Ponds E/M Project consists of 60 acres of ephemeral ponds and 300 acres of native pasture located near Laws, California in northern Inyo County. The designated sources of water for the project are the McNally Canals or well W249, with make-up water for water supplied to the project pumped from designated Laws area enhancement/mitigation wells. In accordance with past operational practices, the McNally Canals are not being operated this year due to low snowpack runoff and well W249 is in turn-off status pursuant to Water Agreement Section V.B. Consequently, the ephemeral ponds portion of the project and approximately 100 acres of the 300 total acres of the native pasture portion of the project are without a source of water. The Standing Committee is requested to address this issue in accordance with the provisions of the Water Agreement.

Requested Action

The Standing Committee is requested to consider reasonable reductions to the McNally Ponds Project as follows:

- The Standing Committee is requested to agree that exigent conditions exists which limit the amount of water available to supply the McNally Ponds E/M Project.
- The Standing Committee is requested to agree that temporary operational reductions to the McNally Ponds E/M Project be enacted to curtail the water supplied to the northwestern, approximately 107-acre, pasture area and the ephemeral ponds as described in the 1985 evaluation during the 2012-13 year unless during that timeframe the Lower McNally Canal is operated or well W249 is in turn-on status for project supply pursuant to Water Agreement Section V.C.
- Recognizing that the annual water supply for portions of the McNally Ponds E/M Project is a frequent concern, the Standing Committee is requested to consider directing the Technical Group to evaluate the feasibility of exempting well W249 pursuant to Water Agreement Section V.C for McNally Ponds E/M Project supply and report back to the Standing Committee on its findings.

Alternately, the Standing Committee is requested to determine that well W249, or other suitable well or wells, should be turned on to supply the McNally Ponds E/M Project and direct the Technical Group, based on that determination, to agree that well W249, or other suitable well or wells, be made available for project supply pursuant to Water Agreement Section V.C.

Background

The McNally Ponds E/M project, located in the Laws area, is one of 26 E/M projects implemented by the Standing Committee during the mid to late 1980's. The project scope is described in a 1985 evaluation entitled Evaluation of McNally Ponds as an Enhancement/Mitigation Project (1985 Evaluation). Additional elements of the McNally Ponds E/M Project were approved by the Standing Committee under the Laws/Poleta Area Enhancement/Mitigation Projects for which a negative declaration was completed consistent with CEQA guidelines in 1986. The project was also evaluated in the 1991 EIR entitled *Water from the Owens Valley to Supply the Second Los Angeles Aqueduct, 1970 to 1990, 1990 onward pursuant to a Long Term Groundwater Management Plan* (1991 EIR). The 1985 Evaluation describes the project's two principle elements:

1. "Approximately 60 acres of ponds located south of the Lower McNally Canal and west of U.S. Highway 6, will be provided water annually during the waterfowl season September through January."
2. "Approximately 300 acres of native pasture will be provided water from existing diversions ... during the growing season April through September."

The 300 acres of native pasture described above is separated into two distinct areas:

1. A northern pasture of approximately 107 acres located south of the Lower McNally Canal and west of U.S. Highway 6.
2. A southern pasture of approximately 195 acres located 1-1/2 miles southeast of Laws.

Water supply for the McNally Ponds E/M Project was identified in its 1985 evaluation to be "a diversion at the Owens River through the Lower McNally Canal" and "an alternative water supply would be from existing well W249 which has a 5 cfs supply and is located along the canal near the project." The 1985 evaluation identifies wells W376 E/M and W377 E/M "to replace water used by the project." Further the Laws/Poleta Area E/M Projects Initial Study states "although this supply will come from the Owens River, two wells will be drilled adjacent to the Lower Fish Slough ditch (wells W385 E/M and W386 E/M) to provide replacement water to the river." Annual water demand for the McNally Ponds E/M Project was estimated to be 4,000 acre-feet (2,400 acre-feet excluding conveyance losses).

McNally Ponds E/M Project Operating History

Make-up Water

Shortly after placing wells W385 E/M and W386 E/M into operation it was found that operating these wells resulted in an unsustainable amount of drawdown in the shallow aquifer adjacent to the Owens River and, as previously reported by the Technical Group, these wells have not been operated to supply make-up water since.

McNally Ponds E/M Project Operations

LADWP has supplied the McNally Ponds E/M Project in the following ways:

- Diversions from the Owens River via the McNally Canals during years of high runoff when the canals are operated in accordance with past operating practices.
- The McNally Ponds and the northern pasture at times have received water from well W249, W248, and W247 when these wells are in turn-on status pursuant to Water Agreement Section V.C.
- The southern pasture often receives water from enhancement/mitigation wells W376 E/M and W377 E/M and occasionally other wells up gradient to the Laws Extension of the McNally Canals. The southern pastures generally receive a reliable supply of water.
- The water supply available for the ponds and northern pasture is not as certain in lower than normal runoff years when the McNally Canals are not operated. If well W249 is also in turn-off status under Water Agreement Section V, there is no available designated supply for the McNally Ponds.

During the period of the Drought Recovery Policy, the Standing Committee regularly agreed to reduce the water to the McNally Ponds E/M Project during these lower than normal runoff years when no other supply of water was readily available. During the period of the Interim Management Plan, LADWP and Inyo County agreed to terms that affected both the amount of groundwater pumped in the Laws Wellfield and the operation of the McNally Canals.

Water Agreement Provisions Pertaining to the E/M Projects:

The Water Agreement (and 1991 EIR and E/M project evaluations) provides that E/M projects be supplied with groundwater directly or that groundwater is pumped as make-up for surface water supplied to a project:

“Subject to the provisions of section VI, enhancement/mitigation projects shall continue to be supplied by enhancement/mitigation wells as necessary” (Water Agreement Section X).

"The Technical Group may agree that some existing wells that now supply enhancement/mitigation projects be converted to Department production wells. Wells that are the only source of supply for an enhancement/mitigation project shall not be converted. Water for the enhancement/mitigation project formerly supplied by a converted well will be supplied as necessary from Department production wells. Any enhancement/mitigation well converted to a production well could later be reverted to an enhancement/mitigation well if agreed to by the Technical Group" (Water Agreement Section VI).

Water Agreement Section IV.A provides the authority to Inyo County and LADWP to make agreed-upon temporary operational changes to reduce or eliminate water supplied to the E/M projects:

"Additionally, the Department shall provide water to any enhancement/mitigation projects added since 1981-1982, unless the Inyo County Board of Supervisors and the Department agree to reduce or eliminate such water supply.

It is recognized that successive dry years could result in insufficient water to meet all needs. During periods of dry year water shortages, the Technical Group will evaluate existing conditions. A program for reasonable reductions in irrigation water supply for Los Angeles-owned lands in the Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee" (Water Agreement, Sec. IV.A).

Water Agreement Section X also provides the Standing Committee with the authority to permanently modify or discontinue an E/M project (permanent modification or discontinuance of an E/M project requires the Standing Committee to make certain determinations regarding the project and must be made in compliance with CEQA):

"X. Enhancement/Mitigation Projects

All existing enhancement/mitigation projects will continue unless the Inyo County Board of Supervisors and the Department, acting through the Standing Committee agree to modify or discontinue a project. Periodic evaluations of the projects shall be made by the Technical Group. Subject to the provisions of section VI, enhancement/mitigation projects shall continue to be supplied by enhancement/mitigation wells as necessary. New enhancement projects will be implemented if such projects are approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee."

If Inyo County and LADWP jointly desire to ensure a reliable supply of water remain available for an E/M project, Water Agreement Section V.C. provides the Technical Group with the authority to exempt E/M wells from the automatic turn-off provisions described in Water Agreement V.B.

"Certain town supply wells, irrigation supply wells, enhancement/mitigation project supply wells, and other wells not affecting areas with groundwater dependent vegetation may be designated by the Technical Group as exempt from automatic turn-off" (Water Agreement, Sec. V.C).

1991 EIR Provisions Pertaining to the E/M Projects:

The 1991 EIR provides that E/M projects will continue under the Water Agreement, that these projects will be supplied with groundwater, and confirms the authority of Inyo County and LADWP to jointly provide temporary operational reductions in E/M project water supplies:

"Because of the implementation of enhancement/mitigation projects beginning in 1986, water use for such projects increased from an average of 5,000 AFY between 1970 and 1990 to the 30,000 AFY average shown under the (Water) Agreement. These enhancement/mitigation uses will continue in the future under the proposed project." (1991 EIR, p. 5-12).

"The (Water) Agreement provides that environmental projects that were implemented by LADWP between 1970 and 1984, and all enhancement/mitigation projects implemented by the Standing Committee between 1984 and 1990, will continue. Periodic evaluations of the projects will be made by the Technical Group. These projects will continue to be supplied with groundwater as necessary" (1991 EIR, p. S-7, emphasis added).

"The (Water) Agreement provides that during periods of dry-year water shortages, the Technical Group will evaluate existing conditions. A program providing for reasonable reductions in irrigation water supply for Los Angeles-owned lands in Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and LADWP" (1991 EIR, p. 5-17).

The 1991 EIR also confirms the authority of the Standing Committee to permanently modify or discontinue an E/M project:

"The (Water) Agreement provides that all existing enhancement/mitigation projects implemented between 1984 and 1990 will continue unless the Standing Committee agrees to modify or discontinue a project. Periodic evaluations of the projects will be made by the Technical Group. These projects will continue to be supplied with an average of 30,000 AFY from enhancement/mitigation wells as necessary" (1991 EIR, p. 5-18).

Additional explanation of the Standing Committee responsibility regarding permanent modification or discontinuance of an E/M project was offered in the 1991 EIR in the response to comment MT-4:

“COMMENT MT-4

Mitigation programs should not be allowed to be discontinued upon mutual consent of Los Angeles and Inyo County, as provided in Section X, Enhancement/Mitigation Projects, of the Agreement.

RESPONSE MT-4

Section X (page B-34) of the (Water) Agreement provides in pertinent part:

All existing enhancement/mitigation projects will continue unless the Inyo County Board of Supervisors and the Department, acting through the Standing Committee, agrees to modify or discontinue a project. Periodic evaluations of the projects shall be made by the Technical Group.

This provision of the (Water) Agreement gives LADWP and Inyo County the flexibility to modify or terminate enhancement/mitigation projects as future conditions may warrant. However, no enhancement/mitigation project which is an identified mitigation measure for impacts of the project will be modified or discontinued except in full compliance with CEQA, and unless the Standing Committee finds that either:

1. The enhancement/mitigation project as modified will continue to reduce the identified adverse effect of the project to a level which is less than significant;
or
2. A new mitigation measure will be implemented which will reduce the identified adverse effect of the project to a level which is less than significant.

In its periodic evaluation of each enhancement/mitigation project identified as a mitigation measure by this EIR, the Technical Group will report on the effectiveness of the measure in reducing an adverse effect of the project to a less than significant level. An evaluation of such enhancement/mitigation projects will be made at least annually to the Standing Committee” (1991 EIR, Response to Comments on September 1990 Draft, Volume I, pages 2-67 and 2-68).

McNally Ponds Water Supply Conditions in the Current 2012-13 Runoff Year
The approximately 195-acre southern pasture of the McNally Ponds E/M Project is expected to receive its full water allotment during the 2012-13 runoff year. However, the 107-acre northern pasture has not received irrigation water because there is no readily available source of supply. The McNally Ponds are currently dry and are not anticipated

to receive water during the 2012-13 runoff year because there is no readily available designated supply.

Snowpack runoff during the 2012-13 runoff year was forecast to be approximately 65% of normal. During years of lower than normal runoff years, LADWP's past operational practices exclude the operation of the McNally Canals, due in part to the considerable amount of water conveyance losses associated with McNally Canal operations. The Water Agreement addresses canal operations as follows:

"The Department shall continue to operate canals in accordance with its practices from 1970" (Water Agreement Section IV.A).

LADWP believes that because of the high conveyance losses associated with the operation of the McNally Canals during this lower than normal runoff year, operating the canals would adversely affect the City of Los Angeles' ability to provide a reliable supply of water to Los Angeles. This loss in reliability would conflict with the Water Agreement which holds the provision of a reliable supply of water for Los Angeles as an overall goal (Water Agreement Section III.A). Moreover, the diversion of the Owens River during this minimal runoff year, without an available dedicated source of groundwater make-up would adversely affect the City's water rights. The Water Agreement addresses impacts upon water rights as follows:

"Any water right of either the County or of Los Angeles or of any other person existing prior to the entry of this Stipulation and Order will not be adversely affected, directly or indirectly, by this Stipulation and Order" (Water Agreement Section XXII).

Well W249 is designated as an alternate supply to the McNally Ponds E/M Project and is currently in turn-off status pursuant to Water Agreement Section V. The other wells sometimes used by LADWP to supply the northern portion of the McNally Ponds E/M Project: Wells W248 and W247 are also in turn-off status.

Wells W376 E/M and W377 E/M, used to supply the southern portion of the project, are currently in turn-off status pursuant to Water Agreement Section V.B, but LADWP has been able to utilize other wells in the Laws area to supply the approximately 195-acre southern portion of the project.

At its June 14, 2012 meeting, the Technical Group discussed options for supplying those portions of the McNally Ponds E/M Project that do not have a readily available source of supply this year. The Technical Group discussed exempting a turn-off status well in the area for project supply, but was unwilling to approve a well exemption at that time based upon the existing ambient hydrologic conditions associated with the current low snowpack runoff. The Technical Group was unable to find any other mutually satisfactory solution for project water supply.

Summary

The McNally Ponds E/M Project is to provide water to approximately 300 acres of pasture and 60 acres of ponds. The project was implemented by the Standing Committee in 1985 and included in the 1991 EIR as a mitigation measure. The scoped sources of water to the project are from the McNally Canals and wells W249, W376 E/M, W377 E/M, W385 E/M, and W386 E/M. Because of very high losses associated with the McNally Canals, these conveyances are operated only in years with very high runoff and often unavailable for project supply (pursuant to Water Agreement Section IV.A LADWP operates the canals in accordance with past practices). The 2012-13 runoff year is forecast to have approximately 65% of normal snowpack runoff and the wells that are able to supply an approximately 107-acre pasture area and the ponds portion of the project are in turn-off status. These portions of the project have no current available water source (an approximately 195-acre pasture portion of the project is expected to receive its full allotment of water). Water Agreement Sections IV.A and X provide Inyo County and LADWP, acting through the Standing Committee, with the authority to reduce or eliminate water supplied to the project. The Standing Committee is requested to consider the following actions related to the reduction of water to the McNally Ponds project for the 2012-13 runoff year:

- The Standing Committee is requested to agree that exigent conditions exists which limit the amount of water available to supply the McNally Ponds E/M Project.
- The Standing Committee is further requested to agree that temporary operational reductions to the McNally Ponds E/M Project be enacted to curtail the water supplied to the northwestern approximately 107-acre pasture and the ephemeral ponds as described in the 1985 Evaluation during the 2012-13 year unless during that timeframe the Lower McNally Canal is operated or well W249 is turned on pursuant to Water Agreement Section V.C.
- Recognizing that the annual water supply for portions of the McNally Ponds E/M Project is a frequent concern, the Standing Committee is requested to consider directing the Technical Group to evaluate the feasibility of exempting well W249 pursuant to Water Agreement Section V.C for McNally Ponds E/M Project supply and report back to the Standing Committee on its findings.

Alternately the Standing Committee is requested to determine that well W249, or other suitable well or wells, should be turned on to supply the McNally Ponds E/M Project and direct the Technical Group, based on that determination, to agree that well W249, or other suitable well or wells, be made available for project supply pursuant to Water Agreement Section V.C.

Inyo County 18 Child Care Planning Council

October 23, 2012

Inyo County Board of Supervisors
Pat Gunsolley, Clerk to the Board
P.O. Drawer N
Independence, CA 93526

Dear Clerk to the Board and County Supervisors,

The Child Care Planning Council would like to request the approval of the enclosed Council Bylaws which have been approved by County Counsel. The Child Care Planning Council is requesting to reduce the membership composition from 10 members to 5 members. The reduction would create one Discretionary position jointly appointed by the Board of Supervisors and the Superintendent of Schools. With regard to the dual-appointment, per your board clerks request, according to Government Code Sections 54970-54974, the Child Care Planning Council understands and acknowledges the Inyo County Board of Supervisors will make their appointment first and then forward to the Inyo County Superintendent of Schools for appointment or veto.

Per the requirement of the Council Bylaws, any time a change is made in the language related to membership, the Board of Supervisors and the Superintendent of Schools must approve of the changes.

One enclosed copy of the Bylaws reflect the highlighted changes submitted and approved by County Counsel. The second copy of the Bylaws reflects the actual changes, without highlighting, and would be the new Bylaws under which the Council would operate.

As always, thank you for your assistance. If you have any questions, please feel free to contact me at 873-5123 x300.

Sincerely,

Sarah Downard
Child Care Planning Council Coordinator

Inyo County Child Care Planning Council

A program of the Inyo County Superintendent of Schools, Child Development Division
164 Grandview Drive • Bishop, CA 93514 • Phone: 760-873-5123x300 • Fax: 760-873-5017

Inyo County Child Care Planning Council

Bylaws

Article I - Name

The Council shall be designated the Inyo County Child Care Planning Council, referred to hereafter as the "Council."

Article II - Authority

The Council was created by the Inyo County Board of Supervisors and the Inyo County Office of Education, referred to hereafter as the "Board," and "Superintendent" pursuant to Education Code, *Section 8499 et seq.*

Article III - Mission Statement

It is the mission of the Local Planning Council to promote the availability of safe, high quality child care services for families throughout Inyo County.

Article IV - Duties and Functions

- A. Identify priorities for child care and development needs in Inyo County for state and federal funding allocations.
- B. Develop a long-range plan for child care and development services with input from the community. This plan will be reviewed periodically and updated as needed.

Article V - Membership

- A. The Council shall consist of ~~10~~ 5 members. *Council membership categories shall include: (pursuant to Education Code, 8499.3): One half of the members in each category listed in Section B, and one half in each category. The council may recruit and nominate members for selection by the Board and Superintendent in coordination with the Superintendent and Clerk of the Board.*
 - B. ~~Council membership categories shall include but are not limited to:~~
 - Twenty (20) percent of the membership shall be consumers of child care services (*Defined as a parent or person who receives ~~currently~~ or who has received within the past 36 months, child care services.*)
 - Twenty (20) percent of the membership shall be child care providers, ~~reflective of the range of child care providers in the county.~~ (*Defined as a person who provides child care services or represents persons who provide child care services.*)
 - Twenty (20) percent of the membership shall be public agency representatives (*Defined as a person who represents a city, county, or local education agency.*)
 - Twenty (20) percent of the membership shall be community representatives, ~~who shall not be child care providers or agencies that contract with the department to provide~~ (*Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations, but is not a child care provider or California Department of Education funded agency representative.*)
 - The remaining twenty (20) percent shall be appointed at the discretion of the appointing agencies. (*Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.*)
 - B. *Members in the public agency and community representative categories shall be appointed by the Board; members in the child care provider and consumers of child care services categories shall be appointed by the Superintendent; and the discretionary member shall be appointed by both bodies. The council may recruit and nominate members for selection by the Board and Superintendent in coordination with the Superintendent and Clerk of the Board.*
 - C. ~~Members of the Council appointed by the Board of Supervisors shall serve a term of three (3) years. Members appointed by the County Superintendent of Schools shall serve a term of two (2) years. One half of the members shall be appointed in even numbered years and the other half shall be appointed in odd numbered years to ensure continuity to the Council. Members of the Council appointed by either or both bodies shall serve a term of three (3) years. Members may serve more than one term but must be re-appointed at the end of their terms.~~
 - D. Council members are expected to attend all regular meetings.
-

- E. The Council may publicize the Superintendent's intention to select members to the Council and shall invite local organizations to submit nominations. The Clerk of the Board in coordination with the Council shall publicize the Board's intention to select members of the Council. Recommendations for members are to be submitted by the Council for approval to either the Board and/or the Superintendent. Efforts should be made to ensure that the *racial, cultural, and geographic* composition of the Council is reflective of the persons and families within the community.
- F. If a member ceases to belong to the category (listed in Article V (B)) which qualified the member or alternate for appointment to the Council, that person's membership on the Council shall terminate. The Board or Superintendent, whichever appointed the former member, shall appoint a replacement to complete the original term of membership.
- G. *If a member is absent for three meetings in a fiscal year without good cause as determined by the Council, the member may be asked to resign by the Chair.*

Article VI - Officers and Duties

- A. Officers elected by the Council shall be the Chair, Vice Chair, and Secretary. The Chair and Vice Chair shall serve one (1) year terms and the Secretary a two (2) year term and shall serve as the Executive Committee.
- B. Vacancy of Office. If an office becomes vacant, the Executive Committee may fill the office by appointment with approval of the Council.
- C. The Chair shall:
 - 1. Preside over all meetings.
 - 2. Represent the Council or *designate a member to represent the council* at public functions.
- D. The Vice Chair shall assume the duties of the Chair when the Chair is absent or unable to perform the duties of the Chair.
- E. The Secretary or staff shall be responsible for recording minutes of meetings and maintaining all other records of the Council. The Secretary or staff will be responsible for correspondence, calendaring Council meetings and activities, and for giving notice of all meetings as provided in Article VIII of the bylaws.

Article VII - Elections

- A. The Executive Committee shall present the Council with a slate of officers. Nominations will be accepted from the floor.
- B. Election of officers shall be held at the next Council meeting following the announcement of the slate of officers. Each officer must be elected by an affirmative vote of a majority of the Council members present at the meeting. If a quorum is not present at the meeting, the election of officers shall take place at the next meeting at which a quorum is present.

Article VIII - Meetings

The Council will convene to assess needs, identify priorities, and recommend state and federal funding allocations for child care and development services in Inyo County to the Board and Superintendent.

- A. Meetings of the Council shall be held in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq.
- B. A special meeting of the Council may be called by the Chair or by the majority of the full Council. Written notice shall be delivered to each member of the Council and to each local newspaper or general circulation and radio or television station requesting notice in writing. The notice shall be delivered at least 24 hours before the time of the meeting. The notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.
- C. Written notice of Council meeting shall be mailed to all Council members one week prior to meetings.

Article IX - Voting Procedures

- A. Each Council member has one vote.

- B. A quorum shall be required for the transaction of business. ~~One person over 50% of the Council membership as established by the Board and Superintendent~~ *Three members shall constitute a quorum.*
- C. A majority of the Council members present at the meeting at which a vote is taken is required to carry an item.
- D. Voting by show of hands on any matter except an election is acceptable unless a Council member requests a roll call vote be taken.
- E. Records shall be kept of action and roll call votes.

Article X - Council Positions on Legislation

Council positions on legislation must be approved by a majority vote of the Council. Positions taken by the Council regarding legislation which have not been approved by the Board and Superintendent shall indicate that they do not represent official County Policy. The Council may advise the public of its position on legislation.

Article XI - Bylaws

- A. Adoption of Bylaws: These bylaws shall become effective upon approval of the bylaws by the Board and Superintendent.
- B. Amendments to Bylaws: Except as provided in C below, these bylaws may be amended by an affirmative vote of two-thirds of those members present at any meeting provided the amendments have been submitted to the membership at least 30 calendar days following the meeting at which the amendment was proposed. All amendments must be approved by the Council, with notification to the Board and Superintendent.
- C. Membership Changes: Any amendments to these bylaws changing the composition of Council membership or the number of members to the council must be approved by the Board and the Superintendent.

Article XII - Parliamentary Authority

Unless otherwise prescribed in these bylaws, all Council meetings shall be governed by Robert's Rules of Order, revised.

Inyo County Child Care Planning Council

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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
20-21-22
23-24-25
26-27

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: NOVEMBER 6, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

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

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 <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date <u>10.30.12</u>
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DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

 Date: 10.30.12