

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.

January 8, 2013

9:00 a.m. **PLEDGE OF ALLEGIANCE**

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

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

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

3. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
4. **Advertising County Resources** – Request Board A) declare Lone Pine Chamber of Commerce a sole-source contractor for the purpose of designing, constructing, staffing and removing the Inyo County Exhibit at the 2013 California State Fair; B) ratify and approve the Contract between the County of Inyo and the Lone Pine Chamber of Commerce to design, construct, staff and remove the Inyo County Exhibit at the 2013 California State Fair, in an amount not to exceed \$13,000; and authorize the County Administrator to sign, contingent upon the appropriate signatures being obtained; and C) authorize the County Administrator to sign any documents related to designating the Lone Pine Chamber of Commerce as the County's contractor for coordinating the Inyo County Exhibit at the 2013 California State Fair.
5. **Parks** – Request approval of the Lease between the County of Inyo and the Los Angeles Department of Water and Power for property utilized as Johnson Field ballpark, for the period of October 1, 2012 through September 30, 2017, at the rate of \$500 per year with a \$15 increase per year after that, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
6. **Child Care Planning Council** - Request Board appoint the following to the Child Care Planning Council, to complete a three-year terms ending November 4, 2015: Verna Sisk and Robyn Wisdom. (*Notice of Vacancy resulted in requests for appointment being received from those being recommended for appoint*).

CLERK-RECORDER

7. Request Board declare Kofile Preservation, Inc. (formerly Brown's River Moratti Co.) as a sole-source provider for preservation and conservation of historic records in the custody of the County Recorder; and approve the Contract between the County of Inyo and Kofile Preservations, Inc., for the provisions of preservation and conservation of official records in an amount not to exceed \$20,000, for the period not to exceed 6 months; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PUBLIC WORKS

8. Request approval of Amendment No. 6 to the Contract between the County of Inyo and Nichols Consulting Engineers, Chtd. (NCE), increasing the amount of the Contract by \$48,000 to a total not to exceed \$249,680, extending the Contract to an ending date of September 30, 2013, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

ROAD DEPARTMENT

9. Request Board authorize the removal of an elm tree adjacent to the Eastern California Museum.

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

10. **TREASURER-TAX COLLECTOR** – Request approval of the Inyo County Treasury Investment Policy as submitted.
11. **TREASURER-TAX COLLECTOR** – Request approval of a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the Inyo County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code.
12. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request approval of a proclamation declaring January 2013 as National Mentoring Month.
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. **COUNTY ADMINISTRATOR – Museum** – Request approval of a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Friends of the Eastern California Museum Access to the Eastern California Museum for the Purpose of Performing Upgrades to the Museum Security System and Acceptance of the Donation of the Upgrades and Operation Thereof."
15. **COUNTY ADMINISTRATOR** – Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Road eater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
16. **CLERK OF THE BOARD** – Request approval of the minutes of the December 11 and December 18, 2012 Board of Supervisors Meetings.

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

- 11:15 a.m. 17. **PLANNING** – Request Board enact an ordinance titled "Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 18.30.050, 18.33.040, 18.36.060 and 18.78.130 of the Inyo County Code" to clarify that home occupations are permitted as accessory uses consistently in all Residential Rural Residential and Open Space zones and amends the Home Occupations standards to be consistent with the California Home Foods Act and goals of the Inyo County General Plan.

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

18. **COUNTY COUNSEL** – The Board will conduct a Board of Equalization Training with County Counsel.
19. **COUNTY COUNSEL** – The Board will conduct a workshop with County Counsel on the Brown Act.
20. **COUNTY ADMINISTRATOR – COUNTY COUNSEL – PLANNING** - The Board of Supervisors will conduct a workshop with County staff that may include:
 - A) review the regulatory framework in which renewable energy facilities are permitted in the State of California;
 - B) receive an update regarding the status of the Hidden Hills Solar Energy Generating System (HHSEGS) project, proposed by BrightSource Energy in the Charleston View area, in the California Energy Commission's (CEC) permit process;
 - C) discuss the County statutes, ordinances, and regulations that are applicable to the HHSEGS project, including the County General Plan, Zoning Ordinance, and Title 21 (Renewable Energy Development), and would be enforced by the County if not for the CEC's sole permitting authority; and,
 - D) understand the preliminary cost estimates that County departments have identified regarding the construction impacts and operation impacts that the HHSEGS will have on County programs and services based on the information disclosed by BrightSource Energy, and how those costs could change based on additional information or alternative scenarios.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

21. **PUBLIC COMMENT**

CLOSED SESSION

22. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** - *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of supervisors, Inyo County Superior Court Case No. SICVPT 12-53821.*
23. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(c)]** – decision whether to initiate litigation (one case).
24. **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.
25. **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.
26. **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.

27. **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.
28. **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.
29. **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

30. **SHERIFF'S DEPARTMENT** – Sheriff's and Jail Overtime Report for the month of November, 2013.
31. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of a diesel fuel spills at the site of a traffic accident
32. **LICENSES** – Alcoholic Beverage License Application for Fort Independence Indian Community Travel Plaza.
33. **CAL-EMA** – Financial Reconciliation and Application Closure for 2008 Oak Creek Mud Flows.
34. **AUDITOR-CONTROLLER** – Notice that in accordance with Section 26905 and 26921 of the Government code and your orders of February 5, 1956, an actual count of money in the hands of the Treasurer was made on December 27, 2012 and the count showed the funds to be in balance, pending written verification of inactive accounts.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
3

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF January 8, 2013

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 <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: _____ Date _____

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

4

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

FROM: County Administrator

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Contract with Lone Pine Chamber of Commerce for 2013 Cal Expo Exhibit Presentation

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- 1) declare Lone Pine Chamber of Commerce a sole source contractor for the purpose of designing, constructing, staffing and removing the Inyo County Exhibit at the 2013 California State Fair;
- 2) ratify and approve a Contract between the County of Inyo and the Lone Pine Chamber of Commerce to design, construct, staff, and remove the Inyo County Exhibit at the 2013 California State Fair, in an amount not to exceed \$13,000, and authorize the County Administrator to sign, contingent upon all appropriate signatures being obtained; and
- 3) authorize the County Administrator to sign any documents related to designating the Lone Pine Chamber of Commerce as the County's contractor for coordinating the Inyo County Exhibit at the 2013 California State Fair.

SUMMARY DISCUSSION:

Until 2005, the County's five chambers of commerce alternately developed, constructed and staffed the Inyo County Exhibit at the California State Fair, with Inyo County providing \$10,000 per year to fund the effort. In the summer of 2005, the Coalition of County Chambers of Commerce informed the Board of Supervisors that the then Executive Director of the Bishop Chamber of Commerce was unable to take his turn coordinating the County's 2005 State Fair Exhibit, and that no other chamber of commerce was able to fulfill the task in the time remaining before the Fair. The Coalition suggested that it would review the State Fair Exhibit in the context of its new marketing plan, and return to the Board with recommendations for how the chambers might participate in future State Fair Exhibits. Recommendations were not forthcoming and, again, in 2006, Inyo County did not participate in the counties exhibit at the California State Fair.

During the County's Fiscal Year 2006-2007 Mid Year Financial Review, Rich and Kathy White representing the Independence Chamber of Commerce approached the Board of Supervisors about coordinating the Inyo County Exhibit at the 2007 California State Fair, and the Board appropriated \$10,000 to fund the Independence Chamber in this capacity. The Chamber had previously coordinated the County's State Fair Exhibits in 1999 and 2004. In 2007, the Inyo County Exhibit, developed and staffed by Rich and Kathy White acting through the Independence Chamber of Commerce, garnered the State Fair's prized Superintendent's Award.

At the October 29, 2007, Eastern Sierra Regional Partners Conference in Bishop, representatives from the Independence Chamber of Commerce made a presentation offering to coordinate a regional Exhibit for Inyo, Mono and, possibly, Alpine counties at the 2008 California State Fair. Subsequently, the Independence Chamber of Commerce submitted a formal proposal, through the Community Project Sponsorship Program, to

design, build, staff, and remove the Inyo County Exhibit at the 2008 California State Fair for \$10,000. Although the Chamber's application was deemed ineligible, the Board of Supervisors again expressed interest in working with the Independence Chamber to continue coordinating the County's State Fair Exhibit. On December 18, 2007, December 16, 2008 and again on October 20, 2009 the Board of Supervisors approved the recommendation by the County Administrator that the Independence Chamber of Commerce be declared a sole source contractor for the purpose of designing, constructing, staffing and removing the Inyo County Exhibit at the 2008, the 2009 and the 2010 California State Fair, and approved the respective contracts between the County of Inyo and the Independence Chamber of Commerce in amounts not to exceed \$10,000.

Due to downsizing in late 2010, the Independence Chamber of Commerce was no longer able to provide Rich and Kathy White the support they needed, albeit minor, to develop and implement the 2011 Cal Expo Exhibit. However, the Lone Pine Chamber of Commerce agreed to act in the stead of the Independence Chamber of Commerce and work with Rich and Kathy White in developing and implementing the County's exhibit for 2011, and again in 2012. On November 29, 2010 and November 1, 2011 the Board agreed, and declared the Lone Pine Chamber of Commerce as a sole source contractor for the purpose of designing, constructing, staffing and removing the Inyo County Exhibit at the 2011 and 2012 California State Fair. Accordingly, the Board approved contracts between the County of Inyo and the Lone Pine Chamber of Commerce to design, construct, staff and remove the Inyo County Exhibit at the 2011 and 2012 California State Fair, in an amount not to exceed \$10,000.00.

The Lone Pine Chamber of Commerce has again agreed to act as the 2013 California State Fair Representative for the County of Inyo and will coordinate with Rich and Kathy White in developing and implementing the County's Exhibit in 2013. The California Exposition began accepting applications for county exhibit space in November, and again, time is of the essence if the County intends to be represented with a prime location in the Counties Exhibit at the 2013 California State Fair.

The contract with the Lone Pine Chamber of Commerce for the 2013 California State Fair Representation is coming to your Board for approval as a ratified contract due to the fact that, even though your Board approved a \$13,000 allocation for this purpose during the Fiscal Year 2012-2013 Budget Hearings on September 25, 2012, the associated County Budget approvals failed to include this contract among those the County Administrator was authorized to execute, and the contract amount exceeds the \$10,000 limit the County Administrator is authorized to approve without Board approval. In the future, if the the Lone Pine Chamber continues to express interest in developing and implementing Inyo County's Cal Expo Exhibit, the language for contract approval with the Lone Pine Chamber of Commerce will be incorporated into the approvals sought in the CAO Recommended Budget.

In addition to the circumstances described above, once again, other factors appear to qualify the Lone Pine Chamber of Commerce (*through its association with Rich and Kathy White*) for consideration by your Board to again declare the Lone Pine Chamber as a sole source provider under the provisions of the County Purchasing Policy including:

- a) *Capability of proposed contractor that is critical to specific effort and makes the contractor clearly unique compared to other contractors in the same general field.*
- b) *Prior experience of a highly specialized nature that contractor has that is vital to the proposed effort.*
- c) *Facilities, staffing, and/or equipment that the proposed contractor has that are specialized and vital to the services being requested.*
- d) *A critical proposed schedule for the service and/or project being requested that only this contractor can meet.*

In addition to their prior experience and demonstrated capability, the Whites remain confident that, by working once again with the Lone Pine Chamber of Commerce, they can continue to recruit sufficient personnel to fully staff the exhibit on a daily basis for the duration of the State Fair as part of the proposed fee. Inability to recruit volunteers or paid personnel (within the constraints of the County's financial support) to fully staff the Exhibit for the duration of the Fair was one of the reasons cited by the Coalition of Chambers in 2005 for wanting to re-examine the chambers' commitment to coordinating the County's State Fair Exhibit.

ALTERNATIVES:

Your Board could choose not to have an Inyo County Exhibit at the 2013 California State Fair.

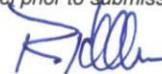
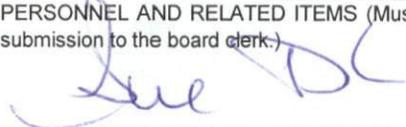
Alternately, your Board could direct staff to prepare a request-for-bids for 2013 State Fair Exhibit services. However, in light of the lack of interest forthcoming by other organizations in coordinating the County's State Fair Exhibit as well as the justification for considering the Lone Pine Chamber of Commerce as a sole source contractor, this alternative is not recommended due to the time it would require – thereby delaying the County's application for a State Fair Exhibit.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

If the Lone Pine Chamber of Commerce is contracted to coordinate the 2013 State Fair Exhibit for Inyo County, the cost will be \$13,000. A \$13,000 appropriation for the Cal Expo Exhibit is included in the Fiscal Year 2012-2013 Advertising County Resources Budget.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u> - </u> Date <u>12-31-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>1/2/13</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>1/3/13</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 12-27-2012

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Chamber of Commerce
FOR THE PROVISION OF 2013 Cal Expo Exhibit Presentation **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Cal Expo Exhibit Presentation services of Lone Pine Chamber of Comm. of Lone Pine, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from September 25, 2012 to June 30, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$13,000.00 - (Thirteen thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Administration	Department
_____	Street
P.O. Drawer N	_____
_____	City and State
Independence, CA 93526	

Contractor:	
Lone Pine Chamber of Commerce	Name
_____	Street
P.O. Box 749	_____
_____	City and State
Lone Pine, CA 93545	

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Chamber of Commerce
FOR THE PROVISION OF 2013 Cal Expo Exhibit Presentation SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Kathleen New
Signature
KATHLEEN NEW
Print or Type

Dated: DEC 7, 2012

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Chamber of Commerce
FOR THE PROVISION OF 2013 Cal Expo Exhibit Presentation **SERVICES**

TERM:

FROM: September 25, 2012 **TO:** June 30, 2013

SCOPE OF WORK:

CONTRACTOR agrees to perform the following:

- 1) Contractor will design, construct and dismantle the Inyo County display for the 2013 Cal Expo Exhibit, (including facilitation of associated administration and paperwork). Funding shall be provided by the County, with the funding payable in advance to cover the cost of the design and construction;
- 2) Contractor will provide volunteers to staff the Cal Expo display at no additional cost to the County (that is, mileage, per diem and/or lodging for the volunteers will be at the expense of the volunteers or the Contractor);
- 3) As an incentive, Contractor will receive any award money for the display.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Lone Pine Chamber of Commerce
FOR THE PROVISION OF 2013 Cal Expo Exhibit Presentation **SERVICES**

TERM:

FROM: September 25, 2012 **TO:** June 30, 2013

SCHEDULE OF FEES:

The Lone Pine Chamber of Commerce shall provide 2013 Cal Expo State Fair Exhibit services to Inyo County for the contract amount not to exceed \$13,000.00 (Thirteen thousand dollars).

These funds may be payable in advance, upon Contractor's request, to cover the cost of design and construction.

ATTACHMENT C

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Lone Pine Chamber of Commerce
FOR THE PROVISION OF 2013 Cal Expo Exhibit Presentation **SERVICES**

TERM:

FROM: Septembers 25, 2012 **TO:** June 30, 2013

Form W-9

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

ATTACHMENT D

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Lone Pine Chamber of Commerce
FOR THE PROVISION OF 2013 Cal Expo Exhibit Presentation **SERVICES**

TERM:

FROM: September 25, 2012 **TO:** June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS



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: Parks & Recreation

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Lease Between the County of Inyo and the Los Angeles Department of Water & Power for Property Utilized for Johnson Field ballpark – Independence.

DEPARTMENTAL RECOMMENDATION: Recommend that your Board authorize the Chairperson to sign the lease between Inyo County and the Los Angeles Department of Water & Power (LADWP) for property utilized for Johnson Field ballpark. The term of the lease is from October 1, 2012 through September 30, 2017 contingent upon 12/13 budget and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Inyo County Parks & Recreation leases the 2.13 acre Johnson Field ballpark from the LADWP located at E Market St, Independence at an annual rental rate of \$500.00. *per year with a 3.5% annual increase thereafter cr. PC*

ALTERNATIVES: Your Board could choose not to renew the lease; however, Parks & Recreation recommends continuing operation of the ballpark.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor, and Parks & Recreation staff.

FINANCING: This lease will be paid out of the Parks & Recreation budget 076900, Object Code 5291, Rental/Lease of Sites.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/14/2012</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>12/20/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12-14-2012
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

LEASE NO. 1520

BETWEEN

**COUNTY OF INYO
PARKS AND RECREATION**

AND

**THE CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER**

ARTICLE I. SPECIFIC TERMS AND PROVISIONS

The Department of Water and Power of the City of Los Angeles, hereinafter Lessor, Department or City, and:

County of Inyo
Parks and Recreation

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee the premises (2.13 acres) located at E. Market Street, Independence, Inyo County, California, more particularly shown on the drawing marked *Exhibit A*, attached hereto and made a part hereof.
2. **TERM:** The term of this lease, upon approval by the Board of Water and Power Commissioners, or their designee(s), shall be from October 1, 2012 through September 30, 2017, for a term of five years, unless sooner terminated as herein provided.
3. **DESIGNATED USE:** The subject premises shall be used as Little League ballpark, and for no other purpose.
4. **RENT:**

- 4.1.1. **Rent:** Lessee agrees to pay to the Department the rents called for in Subsection 4.1.2 (*Schedule of Rents*). Such amount shall be payable, in advance, on the first day of each rental period.
- 4.1.2. **Schedule of Rents:** During the term of this permit, the schedule of rents shall be as follows:

EFFECTIVE DATE	RENT	RENTAL PERIOD
October 1, 2012	\$500	per year
October 1, 2013	\$515	per year
October 1, 2014	\$530	per year
October 1, 2015	\$545	per year
October 1, 2016	\$560	per year

- 4.1.3. **Taxes:** In addition to the base rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.
- 4.2. **Rent Payment:**
 - 4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 17621.**

- 4.2.1.1. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in this lease. Rent due and not paid promptly shall be deemed delinquent.
- 4.2.2. Lessor is not required to make any demand on the Lessee for the payments, whether on the premises or elsewhere. Billing for any payment shall be for the convenience of the Lessee and not required of the Lessor.
- 4.2.3. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12th of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.
- 4.2.4. If any check offered by the Lessee in payment of rent or any other amount due under this agreement is returned for any reason other than that caused by the Lessor's negligence, Lessee shall pay to Lessor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).

5. NOTICES:

- 5.1. Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To Lessor:

Los Angeles Department of Water and Power
Real Estate Section
300 Mandich Street
Bishop, California 93514-3449

To Lessee:

County of Inyo
Parks and Recreation
163 May Street
Bishop, California 93514

- 5.2. Or to such other address as Lessor and Lessee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

- 6. **SIGNS:** Lessee agrees, at its own expense, to erect and all times hereunder maintain on the premises or at the current location of the existing entrance sign, a sign or plaque of description, size, and content approved by the Lessor, which will state, in substance, that the site operates in cooperation with the City of Los Angeles. Approval of said sign or plaque shall be in accordance with the provision contained in Article II, Section 5 (Signs).

ARTICLE II. STANDARD TERMS AND PROVISIONS

1. LIMITATIONS/RESERVATIONS:

- 1.1. Limitations on Use of Leased Premises: Lessee shall not use the premises, nor any portion thereof, for any purpose other than that hereinabove set forth in Article 1 without first having had and obtained the written consent of the Board of Water and Power Commissioners of the City of Los Angeles (Board), whose consent may be withheld in the Board's sole discretion, and whose written consent is approved as to form by the City Attorney.
- 1.2. Reservations: This lease is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
- 1.2.1. There is excepted from this lease and reserved to the Lessor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises leased herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
- 1.2.2. There is also excepted and reserved to the Lessor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, licenses, and permits for other purposes that will not unreasonably interfere with Lessee's use of the premises.

2. IMPROVEMENTS:

- 2.1. Lessee Improvements and Alterations:
- 2.1.1. Lessee shall make no structural improvements, additions, or alterations in, to or upon the leased premises without first obtaining the written consent of the Aqueduct Manager of the Los Angeles Department of Water and Power (Manager). Any conditions, restrictions, or limitations placed upon the approval by the Lessor shall be conditions of this lease as though fully set forth herein once the document is fully executed by both parties. Lessee shall hold the Lessor harmless from liability with respect to any claims regarding any improvements, additions, or alterations made thereto.
- 2.1.2. Prior to the construction of any improvements, Lessee shall submit to Lessor's Real Estate Section in Bishop, California (Real Estate Section), for concept approval, the preliminary plans and estimated construction cost for such improvements. Said approval, subject to the conditions set forth herein, shall be given in writing, in a reasonably timely manner. Upon approval by the Manager of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications, which shall be true and correct developments of the preliminary plans so approved. Lessee shall then submit a written request for construction approval and a minimum of two (2) complete sets of said approved working drawings and copies of the specifications to the Real Estate Section for written approval by the Manager. Manager's written approval and any conditions related to the

construction of the improvements or alterations shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties. Upon receipt of approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining the Manager's approval in writing. Upon completion of the improvements, Lessee shall furnish to the Real Estate Section, at no charge, one complete set of "as-built" drawings. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the leased premises, and the location and details of installation of all improvements, equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications, which may be made in or to the leased premises.

- 2.1.3. For each and every construction or alteration project undertaken on the leased premises, Lessee shall prepare a construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be mailed to the Lessor at the address provided in this lease in Article I, *Notices* section, not later than sixty (60) days following completion of the construction or alteration.
- 2.1.4. Lessee shall also keep the leased premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article II, *Liens* section.

2.2. Ownership of Improvements:

- 2.2.1. During the term the property is leased, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Lessee. Upon the termination of the lease tenancy, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the leased premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in the Lessor unless, however, Lessor may request Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Lessee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the leased premises, Lessee shall repair such damage and restore the leased premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.
- 2.2.2. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee for which Lessee has been reimbursed by the Lessor shall thereupon vest in the Lessor.

2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in the Lessor, Lessor shall be entitled to additional reasonable rent, fees and/or other charges, as determined by the Board, and Lessee shall be obligated to pay same for as long as Lessee occupies said structures, improvements, facilities and alterations.

2.3. Damage to or Destruction of Improvements:

2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, *Insurance* section, herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by the Lessor, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, *Lessee Improvements and Alterations* subsection of this lease and shall not unreasonably be withheld.

2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, *Insurance* section, herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before said destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to the Lessor within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by the Lessor, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, *Lessee Improvements and Alterations* subsection of this lease and shall not unreasonably be withheld.

2.3.3. Lessee expressly waives the provisions of Civil Code Sections 1932.2 and 1933.4.

3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any Lessor-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend the Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does

not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, the Lessor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Lessee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by the Lessor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Lessee to the Lessor on demand. Nothing in this Section shall be construed to limit any rights of Lessee to use its leasehold interest as security for any loans to the extent that such use is permitted under this lease. Nothing in this Section shall be construed to place any obligations upon Lessee with respect to liens, loans, or mortgages placed upon the leased premises by the Lessor, its Department of Water and Power, its Board, City officers, agents, or employees.

4. MODIFICATION TO SIZE OF LEASED PREMISES: It is mutually agreed that land not exceeding ten percent (10%) of the total area of the premises herein leased may be added to or deleted from said leased premises upon approval of the Manager and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.

5. SIGNS:

- 5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to the Real Estate Section drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Real Estate Section. The Real Estate Section's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties.
- 5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.

6. LAWS, RULES, AND REGULATIONS:

- 6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
- 6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives and or conditions.

7. CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:

7.1. Care of Premises:

- 7.1.1. Lessee is the current tenant and has examined the premises, knows the condition thereof, and accepts possession thereof in its present condition

relying solely on its own inspection and not on any representations that may have been made by the Lessor or any of its agents.

- 7.1.2. Lessee agrees at its cost to keep the premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of hazardous material or wastes upon the premises. Lessee further agrees to remove from the leased premises anything placed or stored there which Lessor considers to be undesirable or unsightly.
- 7.1.3. Any restoration of or repairs to the premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the premises shall be made at Lessee's sole cost and expense.

7.2. Maintenance and Repair:

- 7.2.1. As part of the consideration for this lease, Lessee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the leased premises and all improvements thereon, if there be any whether owned by Lessor or Lessee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Lessee shall keep and maintain, at all times hereunder and at its own expense, the premises and all improvements and facilities thereon in as good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.
- 7.2.2. If Lessee fails to so maintain or repair the leased premises, the Lessor may serve a "Notice to Cure" upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work as prescribed in the Notice. The period of "calendar days" in said Notice shall commence ten (10) days following Lessor's deposit of said Notice in the mail. In addition, a copy of the "Notice to Cure" shall be posted on the leased premises in a conspicuous place.
- 7.2.2.1. If, in the opinion of the Lessor, any default is of such nature that it cannot physically be corrected within the period originally specified by the Lessor, and if the party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- 7.2.2.2. If the work prescribed in the "Notice to Cure" is not completed by Lessee in a manner reasonably satisfactory to the Lessor, and Lessee fails to correct such work within the time specified by the Lessor in the mailed Notice, or as set forth above, the Lessor may, at its sole option, and at Lessee's sole cost and

expense, enter upon the leased premises and perform whatever work may, in the opinion of the Lessor, be required to correct the maintenance deficiencies. If the Lessor exercises this option, Lessee shall pay to Lessor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made within thirty (30) days of the date of the Lessor's invoice date for such costs and charges.

7.2.3. In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs or perform such other acts on or to the premises as shall be by Lessor deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable; but such works performed by Lessor shall constitute, in no event, a waiver of Lessee's obligation hereunder to keep said premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.

7.2.4. **Lessee waives the provisions of Civil Code Sections 1941 and 1942 with respect to the Lessor's obligations for tenantability of the premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.**

LESSEE INITIALS

7.2.5. Should Lessor make or perform any repairs, removals, or maintenance, or agree at the request of Lessee to perform maintenance, repairs, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its option, perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

7.3. Tree Maintenance: Lessee shall spray trees as needed for pest control, and maintain and trim trees for safe condition near buildings. No tree shall be cut down without the Lessee first receiving written permission from the Lessor to do so.

7.4. Burn Permits: Lessee shall not burn off any part of the premises without a burning permit first being obtained from Lessor and any other regulatory authority having jurisdiction; and Lessee, at all times and at its own expense, shall do all things reasonably necessary to protect said premises from fire and fire hazards.

8. DISABLED ACCESS:

8.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any

and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.

- 8.2. Should Lessee fail to comply with this Section, then the Lessor shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Lessee will then be required to reimburse the Lessor for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

9. HAZARDOUS SUBSTANCES:

9.1. Indemnification – Environmental: Lessee, on behalf of itself and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Lessee of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Lessee or its personnel with respect to the subject area/property covered under this agreement, on the part of the Lessee, or Lessee's officers, agents, employees, or sub-lessees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

9.2. Survival of Obligations: This Section, and the obligations herein, shall survive the expiration or earlier termination of this lease.

10. LESSOR'S RIGHT OF ACCESS AND INSPECTION: The Lessor, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that the Lessor may be obligated or have the right to do under this lease, or otherwise, and no abatement of rental shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights

under this Section, the Lessor, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

11. INSURANCE:

- 11.1. Additional Insured Status Required: Lessee shall procure at its own expense, and keep in effect at all times during the term of this lease, the types and amounts of insurance specified on the attached *Exhibit B (Contract Insurance Requirements)*. The specified insurance shall also, either by provisions in the policies, by the Lessor's own endorsement form, or by other endorsement attached to such policies, include and insure the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees, and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area(s) of risk described herein as respects Lessee's acts or omissions in its performance of the lease, use and occupancy of the premises hereunder, or other related functions performed by or on behalf of Lessee. Such insurance shall not limit or qualify the liabilities and obligations of the Lessee assumed under the lease.
- 11.2. Severability of Interests and Cross Liability Required: Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause that states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability"; and a Contractual Liability Endorsement that shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."
- 11.3. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by the Lessor where liability arises out of, or results from, the acts or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Any insurance carried by the Lessor, which may be applicable, shall be deemed to be excess insurance and the Lessee's insurance is primary for all purposes despite any conflicting provision in the Lessee's policies to the contrary.
- 11.4. Deductibles Subject to Lessor's Discretion: Deductibles and/or self-insured retentions shall be at the sole risk of the Lessee. Lessor shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Lessee in its operations.
- 11.5. Proof of Insurance for Renewal or Extension Required: At least ten (10) days prior to the expiration date of any of the policies required on the attached *Exhibit B (Contract Insurance Requirements)*, documentation showing that the insurance coverage has been renewed or extended shall be filed with Lessor. If such coverage is canceled or not renewed, Lessee shall, within fifteen (15) days of such cancellation or non-renewal, file with Lessor evidence that the required insurance has been reinstated or provided through another insurance company or companies.

- 11.6. Submission of Acceptable Proof of Insurance and Notice of Cancellation: Lessee shall provide proof to the Risk Manager of the Department of Water and Power of the City of Los Angeles of all specified insurance and related requirements either by use of Lessor's own endorsement form(s) or by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with Lessor prior to Lessee beginning operations or occupying the premises hereunder. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Lessor, and the insurance carrier's name. Such documents shall bear an original signature of an authorized representative of said carrier(s). Required policies shall provide for notice of cancellation or non-renewal by mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB – Room 340, Los Angeles, California 90051-0100.
- 11.7. Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, the Lessee shall, at the policy expiration date following the lease term, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended two (2) years discovery period has been purchased on the expiring policy.
- 11.8. Failure to Maintain and Provide Proof as Cause for Termination: Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of the lease, upon which Lessor may immediately terminate or suspend the lease.
- 11.9. Sub-Contractor Compliance: The Lessee shall be responsible for all Lessee's sub-contractors providing work hereunder carrying reasonable and prudent coverages and limits.
- 11.10. Periodic Right to Review/Update Insurance Requirements: Lessor and Lessee agree that the insurance policy limits specified on the attached *Exhibit B (Contract Insurance Requirements)* may be reviewed for adequacy annually throughout the term of this lease by the Risk Manager/City Attorney, who may thereafter require Lessee to adjust the amounts and types of insurance coverage(s) to whatever extent the Risk Manager/City Attorney deems to be adequate and necessary. Lessor reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance, including applicable license(s) and ratings.

12. **LESSOR HELD HARMLESS / INDEMNIFICATION:** In addition to the requirements of Article II, *Insurance* section herein, Lessee acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns and sub-lessees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Lessee's employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any

property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this agreement or to the premises covered under this agreement, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

13. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS

- 13.1. Non-Discrimination: During the term of this lease, the Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of Lessor contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 13.2. Affirmative Action Plan: Lessee shall have, as per Los Angeles Administrative Code Section 10.8.4., an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Lessee's Plan shall be submitted on the Lessor's form, available from the Director of Corporate Purchasing Services.
- 13.3. Child Support Assignment Orders: Lessee shall comply with Section 10.10, of the Los Angeles Administrative Code ("Child Support Assignment Orders"). Lessor requires all lessees and sublessees entering into a contract with Lessor to comply with all reporting requirements and court-ordered wage earning assignments.
- 13.4. Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the Lessor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of Lessor financial assistance, shall comply with all applicable provisions of the Ordinances. Lessor shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if Lessor determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 13.5. Equal Benefits Ordinance: This lease is subject to Section 10.8.2.1. of the Los Angeles Administrative Code related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1.
- 13.6. Slavery Disclosure Ordinance: This lease is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessee has the authority, under appropriate circumstances, to

terminate this lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

14. TAXES

14.1. General:

- 14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon the leased premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof.
- 14.1.2. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.
- 14.1.3. If a claim is made against the Lessor for any of the above charges, the Lessor shall promptly notify Lessee in writing; provided, however, that failure by the Lessor to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

14.2. Special Assessments: In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service or a water district, Lessor shall pay said taxes and/or assessments, and said payment, unless the Lessor shall otherwise find and determine, will be added to the basic rental at the beginning of any rental period.

14.3. Substitute and Additional Taxes: If at any time during the term of this lease the State of California or any political subdivision of the state, including any county, city, public corporation, district, or any other political entity or public corporation of this state, levies or assesses against Lessor a tax, fee, or excise on rents on the square footage of the premises on the act of entering into this lease or on the occupancy of Lessee, or levies or assesses against Lessor any other tax, fee, or excise, however described, including, without limitation, a so-called value-added tax, as a direct substitution in whole or in part for or in addition to any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.

14.4. Possessory Interest Tax: By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest," and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that by this paragraph, the Lessor has provided notice of possessory liability as required by Revenue and Taxation Code Section 107.6.

14.5. The obligations of Lessee under this Section, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or

surcharges are refunded to the Lessor, the Lessor shall remit to Lessee such sum(s) to which Lessee is legally entitled.

15. UTILITIES: Lessee agrees to promptly pay all charges for public utility services furnished for use on the premises and any other charges accruing or payable in connection with Lessee's use and occupancy of the premises.

16. ASSIGNMENTS AND SUBLEASES:

16.1. Lessee shall not, in any manner, assign, transfer, or encumber this lease, or any portion thereof or any interest therein, nor sublet or sublease the whole or any part of the leased premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of the Lessor. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the leased premises. Consent to one assignment, subletting, or use, or occupation shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of the Lessor.

16.2. Involuntary Assignment:

16.2.1. No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

16.2.1.1. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.2.1.2. If a writ of attachment or execution is levied on this lease; or

16.2.1.3. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the premises.

16.2.2. An involuntary assignment shall constitute a default by Lessee, and Lessor shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16.3. Corporation or Partnership:

16.3.1. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership of the corporation,

voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof, including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.

16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:

16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.

16.4.2. A copy of the escrow instructions pertaining to the transaction.

16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.

16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.

16.5. In the case of an assignment, Lessee shall pay to the Lessor any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.

16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by the Lessor, as a condition to the Consent to Sublease, for the Lessor to require that Lessee pay to the Lessor a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.

17. CONDEMNATION: The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.

- 17.1. Effect of Partial Condemnation: In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use of the leased premises by Lessee for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Lessor written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following the Lessor's demand that Lessee acknowledge its intent to terminate this lease, unless the Lessor and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to terminate this lease pursuant to this Subsection, Lessee shall give the Lessor thirty (30) days prior written notice of the effective date of said termination.
- 17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rental shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.
- 17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.
- 17.1.3. Except as provided for in Article II, *Ownership of Improvements* subsection hereof, should Lessee terminate this lease pursuant to this Section, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in the Lessor shall thereupon vest in the Lessor.
- 17.2. Application of Award Upon a Total or Partial Taking:
- 17.2.1. If this lease is terminated pursuant to this Section, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by the Lessor, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of the Lessor upon termination of this lease, shall be the property of the Lessor.
- 17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that the Lessor shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence

over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by the Lessor, if said construction is incomplete within the time period set forth in the approval granted by the Lessor. The value, to be determined by the Lessor, of such partially constructed improvements shall be paid to Lessee.

- 17.3. Severance Damages: The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of the Lessor, regardless of whether any buildings or improvements so damaged are owned or were constructed by the Lessor or Lessee. However, should the Lessor determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, as set forth in this Section, shall be paid to Lessee upon the written request of Lessee, accompanied by evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.
- 17.4. Partial Taking: Restoration: In case of a taking of the leased premises other than a total taking and/or should Lessee elect not to terminate this lease pursuant to this Section, the Lessor and Lessee may mutually agree that Lessee shall restore any improvements on the leased premises, and Lessee shall, at Lessee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of the improvements on the remaining portion of the leased premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Lessee in accordance with Article II, *Lessee Improvements and Alterations* subsection of this lease.
- 17.4.1. In the event the improvements damaged and/or taken belong to the Lessor, the Lessor shall not be obligated to restore said improvements should the Lessor, in its sole discretion, determine not to do so.
- 17.5. Taking for Temporary Use: In the event of a taking of all or any portion of the leased premises for temporary use, this lease shall continue in full force and effect without reduction or abatement of rental or other sum payable hereunder, and Lessee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this lease, in which case such awards or proceeds shall be apportioned between the Lessor and Lessee as heretofore specified. Lessee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

18. DEFAULT:

- 18.1. Default Events: The following events shall be deemed to be events of default by Lessee under the lease:
- 18.1.1. Lessee fails to pay any rent due under this lease, which failure continues for a period of ten (10) days after such payment should have been paid pursuant to the terms and conditions of this lease;
- 18.1.2. Lessee fails to comply with any term, provision or covenant of this lease, other than paying rent, and does not cure such failure within thirty (30) days

after Lessor has sent written notice to Lessee specifying such failure or such longer period of time as may be granted by Lessor to cure such default as long as Lessee commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;

- 18.1.3. Lessee makes an assignment of this lease, or any rights granted to Lessee hereunder, to, and for the benefit of, Lessee's creditors;
- 18.1.4. Lessee, within thirty (30) days after the commencement of any proceeding against Lessee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed; and/or
- 18.1.5. Lessee, within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of the Lessee or a material part of its assets, causes such appointment to be vacated.
- 18.1.6. The interests of Lessee under this lease shall not, except at the Lessor's option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Lessee, or the appointment of a receiver for Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of the leased premises as a result of any act or omission of Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the leased premises is taken by virtue of any attachment, execution, or the levy of any judicial process, the Lessor, at its election, may, after written notice to Lessee, terminate this lease.

18.2. **Lessor's Remedies:** Upon the occurrence of a Default Event, the Lessor, in addition to any other rights or remedies available to the Lessor at law or in equity, shall have the right to:

- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, the Lessor may recover from Lessee the aggregate sum of:
 - 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
 - 18.2.1.2. The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
 - 18.2.1.3. The worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
 - 18.2.1.4. Any other amount necessary to compensate the Lessor for all the detriment caused by Lessee's failure to perform the Lessor's obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and

- 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.
- 18.2.1.6. As used in this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum.
- 18.2.1.7. As used in this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).
- 18.2.1.8. As used in this Section, the term "rent" shall include the Rent and any and all other payments required by Lessee under this lease.
- 18.2.2. Continue this lease, and from time to time, without terminating this lease, either:
 - 18.2.2.1. Recover all rent and other amounts payable as they become due; or
 - 18.2.2.2. Re-let the leased premises or any part on behalf of Lessee on terms and at the rent that the Lessor, in the Lessor's sole discretion, may deem advisable, all with the right to make alterations and repairs to the leased premises, at Lessee's sole cost, and apply the proceeds of re-letting to the rent and other amounts payable by Lessee. To the extent that the rent and other amounts payable by Lessee under this lease exceed the amount of the proceeds from re-letting, the Lessor may recover the excess from Lessee as and when due.
- 18.2.3. Upon the occurrence of a Default Event, the Lessor shall also have the right, with or without terminating this lease, to re-enter the leased premises and remove all property from the leased premises. The Lessor may store the property removed from the leased premises at the expense and for the account of Lessee.
- 18.2.4. None of the following remedial actions, alone or in combination, shall be construed as an election by the Lessor to terminate this lease unless the Lessor has in fact given Lessee written notice that this lease is terminated or unless a court of competent jurisdiction decrees termination of this lease: any act by the Lessor to maintain or preserve the leased premises; any efforts by the Lessor to re-let the leased premises; any re-entry, repossession, or re-letting of the leased premises by the Lessor pursuant to this Section. If the Lessor takes any of the previous remedial actions without terminating this lease, the Lessor may nevertheless, at any later time, terminate this lease by written notice to Lessee.
- 18.2.5. If the Lessor re-lets the leased premises, the Lessor shall apply the revenue from the re-letting as follows: first, to the payment of any indebtedness other than rent due from Lessee to the Lessor; second, to the payment of any cost of re-letting; third, to the payment of the cost of any maintenance and repairs to the leased premises; and fourth, to the payment of rent and

other amounts due and unpaid under this lease. The Lessor shall hold and apply the residue, if any, to payment of future amounts payable under this lease as the same may become due, and shall be entitled to retain the eventual balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) the Lessor's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to the Lessor immediately upon demand.

- 18.2.6. After the occurrence of a Default Event, the Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Lessee. However, the Lessor must by prior written notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where the Lessor may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse the Lessor for all costs, including costs of settlements, defense, court costs, and attorney fees that the Lessor may incur in the course of any cure.
- 18.2.7. No security or guaranty for the performance of Lessee's obligations that the Lessor may now or later hold shall in any way constitute a bar or defense to any action initiated by the Lessor or unlawful detainer or for the recovery of the leased premises, for enforcement of any obligation of Lessee, or for the recovery of damages caused by a breach of this lease by Lessee or by a Default Event.
- 18.2.8. Except where this is inconsistent with or contrary to any provisions of this lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

19. TERMINATION BY PARTIES:

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when Lessee is in default with respect to the terms, conditions, or covenants of this lease, or in the event the Board determines that the operations of Lessor or the public interest require such termination.
- 19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee 180 days advance written notice of such termination.
- 19.3. Upon termination of the lease for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to,

any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Lessor and any governmental body having jurisdiction there over.

20. SURRENDER OF PREMISES:

- 20.1. Upon the expiration of the term of this lease or sooner termination as herein provided, the Lessor has the right to discontinue leasing the premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the premises. If this right is exercised by the Lessor, Lessee shall vacate the premises and shall peaceably surrender the same. Lessee is obliged to, and shall remove any and all Lessee-owned personal property, trade fixtures, and goods, and hazardous materials and wastes located in or upon the leased premises, except for trees and shrubs, and structures and improvements, title to which automatically passes to the Lessor pursuant to this lease. Lessee shall leave the premises in a level, graded condition.
- 20.2. The Lessor may waive the obligation to remove and restore, in writing, upon prior written request therefor by Lessee. If the obligation is waived, Lessee shall quit and surrender possession of the premises to the Lessor in at least as good and usable condition as the same are required to be maintained under this lease. In this event, the Lessor shall acquire title to any and all such personal property, trade fixtures and goods, located in or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in the Lessor, and that Lessee shall thereafter have no rights

whatsoever in any such personal property, trade fixtures, and goods left on the premises.

- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request Lessor's waiver of removal, the Lessor can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in the Lessor on the expiration of the thirty (30) day notice. Lessee waives all claims against the Lessor for any damage to Lessee resulting from the Lessor's retention or disposal of any such property. Lessee shall be liable to the Lessor for the Lessor's costs for storing, removing, or disposing of any property of the Lessee or sublessees.
21. **HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of the Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this Section shall be no less than 1/12th of the total yearly rents, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.
22. **QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to the Lessor immediately upon written demand therefor a good and sufficient deed whereby all right, title, and interest of Lessee in the demised premises is quitclaimed to the Lessor. Should Lessee fail or refuse to deliver the required deed to the Lessor, the Lessor may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the demised premises.
23. **SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
24. **AUDITS:** The Lessor may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of rental, fees, and other charges paid and payable to the Lessor. The Lessor's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.
25. **RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without the Lessor's consent in writing.

26. WAIVER: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

27. ESTOPPEL CERTIFICATES:

27.1. Estoppel Certificate From Lessee: Within fifteen (15) days following any written request that the Lessor may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to the Lessor a statement certifying: (a) the Lease Commencement Date; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rental and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the demised premises or any interest therein.

27.2. Lessee's Failure to Provide Statement: Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by the Lessor; and that (b) there are no uncured defaults in the Lessor's performance.

27.3. Estoppel Certificate From the City: Within fifteen (15) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, the Lessor shall execute and deliver to Lessee a statement certifying: (a) the Commencement Date of the lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in the Lessor's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or sublessee for whom it was requested. The Lessor's failure to deliver such statement within such time shall be conclusive upon the Lessor that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of the Lessor to respond after an additional five (5) working days' notice to the Lessor and only with respect to the proposed assignee or sublessee for whom it was requested.

28. MISCELLANEOUS PROVISIONS:

28.1. Fair Meaning: The language of this lease shall be construed according to its fair meaning, and not strictly for or against either the Lessor or Lessee.

- 28.2. Section Headings: The section headings appearing herein are for the convenience of the Lessor and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 28.3. Void Provisions: If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 28.4. Two Constructions: It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 28.5. Laws of California: This lease shall be construed and enforced in accordance with the laws of the State of California.
- 28.6. Lessor's Consent: In each instance herein where the Board's or Lessor's approval or consent is required before Lessee may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.
- 28.7. Gender: The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 28.8. Time: Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 28.9. Integration Clause: It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 28.10. Force Majeure: Except as otherwise provided in this lease, whenever a day is established in this lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of Lessor, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control--financial inability excepted--("Force Majeure"); provided, however, that nothing contained in this Subsection shall excuse Lessee from the prompt payment of any rental or other monetary charge required of Lessee hereunder.
- 28.11. Approvals: Any approvals required by the Lessor under this lease shall be approvals of the Lessor acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the Lessor as a governmental agency, including the approval of any permits required for construction or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.
- 28.12. Conflicts in this Lease: If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article 1 shall be controlling.

- 28.13. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs: Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.
- 28.14. Amendments to Ordinances and Codes: The obligation to comply with any Ordinances and Codes, which have been incorporated into this lease by reference, shall extend to any amendments, which may be made to those Ordinances and Codes during the term of this lease.
- 28.15. Days: Unless otherwise specified, "days" shall mean calendar days.
- 28.16. Deprivation of Lessee's Rights: The Lessor shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.
- 29. OTHER AGREEMENTS NOT AFFECTED:** Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
- 30. SUPERSEDURE:**
- 30.1. This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rent agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees that may have accrued thereunder.
- 30.2. By entering into this lease, the parties are not altering, amending, or modifying the *Inyo/Los Angeles Long-Term Groundwater Management Plan* for Inyo County and Owens Valley, heretofore executed by the parties on October 18, 1991 in the form of a stipulation and order entered in Inyo County Superior Court Action No. 12908 on June 13, 1997, or the Memorandum of Understanding, executed by the parties and the California Department of Fish and Game, the California State Lands Commission, the Sierra Club, and the Owens Valley Committee and submitted to the Third District Court of Appeals in Civil Case Number C004068 on April 11, 1997.
- 31. ENTIRE UNDERSTANDING:** This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

County of Inyo
Parks and Recreation

Date _____ By _____

APPROVED AS TO LEGAL FORM:

Date _____ By [Signature]
Inyo County Counsel

APPROVED AS TO ACCOUNTING FORM:

Date _____ By [Signature]
Inyo County Auditor/Controller

163 May Street
Bishop, California 93514

LESSEE

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

Date _____ By _____
RONALD O. NICHOLS
General Manager

LESSOR

APPROVED:

Martin L. Adams
Director of Water Operations

Date

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

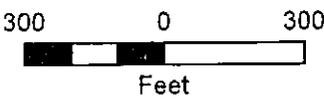
SEP 18 2012
BY [Signature]
TINA SHIM
DEPUTY CITY ATTORNEY

**EXHIBIT A
BL-1520**

(lease map)



NOTES:
1. THIS MAP WAS PREPARED TO INDICATE AN APPROXIMATE LOCATION OF THE SUBJECT PREMISES.
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.



**Subject Premises
2.13 Ac.
BL 1520**

02-140-01R

EXHIBIT B

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER
For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation:	A little league ballpark – E. Market Street – Independence – Inyo County
Reference/Agreement:	BL-1520 County of Inyo
Term of Agreement:	five years – October 1, 2012 through September 30, 2017
Contract Administrator and Phone:	Karen Philbrook/ Bishop / Ext. 30234
Buyer and Phone Number:	

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

PER OCCURRENCE LIMITS

- () **WORKERS' COMPENSATION** (Stat. Limits)/Employer's Liability: (\$1,000,000.00)
 - Broad Form All States Endorsement
 - Jones Act (Maritime Employment)
 - Waiver of Subrogation
 - Other: _____
 - US L&H (Longshore and Harbor Workers)
 - Outer Continental Shelf
 - Black Lung (Coal Mine Health and Safety)
 - Other: _____

- () **AUTOMOBILE LIABILITY:** (\$1,000,000.00)
 - Owned Autos
 - Hired Autos
 - Contractual Liability
 - MCS-90 (US DOT)
 - Waiver of Subrogation
 - Any Auto
 - Non-Owned Auto
 - Additional Insured
 - Trucker's Form
 - Other: _____

- () **GENERAL LIABILITY:** (\$1,000,000.00)
 - Limit Specific to Project
 - Per Project Aggregate
 - Broad Form Property Damage
 - Premises and Operations
 - Fire Legal Liability
 - Corporal Punishment
 - Watercraft Liability
 - Waiver of Subrogation
 - Marine Contractors Liability
 - Contractual Liability
 - Products/Completed Ops.
 - Garagekeepers Legal Liab.
 - Collapse/Underground
 - Pollution
 - Airport Premises
 - Other: Agg 2x per occurrence
 - Personal Injury
 - Independent Contractors
 - Child Abuse/Molestation
 - Explosion Hazard
 - Addition Insured Status
 - Hangarkeepers Legal Liab.
 - Other: _____

- () **PROFESSIONAL LIABILITY:**
 - Contractual Liability
 - Additional Insured
 - Waiver of Subrogation
 - Vicarious Liability Endt.
 - 3 Year Discovery Tail
 - Other: _____

- () **AIRCRAFT LIABILITY:**
 - Passenger Per Seat Liability
 - Pollution
 - Contractual Liability
 - Additional Insured
 - Hull Waiver of Subrogation
 - Other: _____

- () **PROPERTY DAMAGE:** () Loss Payable Status (AOIMA)
 - Replacement Value
 - All Risk Form
 - Builder's Risk: \$ _____
 - Transportation Floater: \$ _____
 - Scheduled Locations/Propt.
 - Actual Cash Value
 - Named Perils Form
 - Boiler and Machinery
 - Contractors Equipment: \$ _____
 - Other: _____
 - Agreed Amount
 - Earthquake: _____
 - Flood: _____
 - Loss of Rental Income: _____
 - Other: _____

- () **WATERCRAFT:**
 - Protection and Indemnity
 - Waiver of Subrogation
 - Pollution
 - Other: _____
 - Additional Insured
 - Other: _____

- () **POLLUTION:**
 - Incipient/Long-Term
 - Waiver of Subrogation
 - Sudden and Accidental
 - Contractor's Pollution
 - Additional Insured
 - Other: _____

- () **CRIME:** () Joint Loss Payable Status
 - Fidelity Bond
 - Employee Dishonesty
 - Computer Fraud
 - Other: _____
 - Financial Institution Bond
 - In Transit Coverage
 - Commercial Crime
 - Other: _____
 - Additional Insured
 - Loss of Monies/Securities
 - Wire Transfer Fraud
 - Forgery/Alteration of Docs.

- () **ASBESTOS LIABILITY:** () Additional Insured



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: County Administrator
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Child Care Planning Council Appointment

DEPARTMENTAL RECOMMENDATION: - Request Board appoint the following to the Child Care Planning Council, to complete an three-year terms ending November 4, 2015: Verna Sisk and Robyn Wisdom. (*Notice of Vacancy resulted in requests a for appointment being received from those being recommended for appoint*).

SUMMARY DISCUSSION: Your Board appoints a portion of the membership for the Child Care Planning Council. The Council notified this office of scheduled vacancies. The appropriate notice of vacancy was published per your Board's policy. Requests for appointment were received from Ms. Sisk, Ms. Wisdom. Ms. Sisk is currently a member of the Council under the Board's appointment. Ms Wisdom's appointment under the recently approved by-laws is the discretionary position that requires appointment by your Board and the Superintendent of Schools.

ALTERNATIVES: - Your Board could choose to not make the appointment from the current applicant pool. This alternative is not recommended in that delays in making the appointment could hinder the Council's ability to continue to function.

OTHER AGENCY INVOLVEMENT: - N/A

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (<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: _____ Date _____

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

**Administration
Personnel
Emergency Services
Housing**

224 S. Main St.
P.O. Box 845
Bishop, CA 93515
(760) 873-8557
800-541-1822
Fax (760) 873-8182
e-mail: imaca3@qnet.com

**Child Development
& Family Services
Head Start-State
Preschool**

(with sites in Bishop, Lone Pine,
Mammoth, and Lee Vining)
Administrative Office
218-A So. Main St.
Bishop, CA 93514
(760) 873-3001
Fax (760) 872-5570

**Community Connections
for Children**

P.O. Box 8571
Mammoth Lakes, CA 93546
(760) 934-3343
800-317-4600
Fax (760) 934-2075

REACH / CONNECTIONS

180 Clarke Street
Bishop, CA 93514
(760) 873-3021
Fax (760) 873-6724

**Glass Mountain
Apartments**

3554 Main St.
Mammoth Lakes, CA 93546
(760) 924-3888

Valley Apartments

156 E. Clarke St.
Bishop, CA 93514
(760) 873-8557

Inyo County Board of Supervisors
PO Box Drawer N
Independence, CA 93526

November 27, 2012

Members of the Board of Supervisors;

I currently sit on the Inyo County Child Care Council having been appointed as a discretionary member by the Superintendent of Schools. The bylaws of the Council have recently been revised and the discretionary position now requires a dual appointment by the Superintendent of Schools and the Board of Supervisors.

It is my desire to continue serving on the Inyo County Child Care Council and respectfully request appointment by the Inyo County Board of Supervisors.

Thank you for considering this request.

Sincerely;



Robyn Wisdom
Child Development and Family Services Director

RECEIVED
2012 NOV 28 PM 4: 27
INYO
ADM.
CLERK



Mt. Whitney
Highest Mountain
in the Contiguous U.S.
14,497 ft.

Inyo County Superintendent of Schools

Dr. Terence K. McAteer

November 16, 2012

RECEIVED
2012 NOV 28 AM 8:13
INYO
SCHOOL
DISTRICT

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

Dear Board of Supervisors,

Hello, my name is Verna Sisk. I am currently the Administrator of Child Development Division for the Inyo County Superintendent of Schools Office. In this capacity I represent a variety of child development programs, both center-based care and family day care homes, as well as Resource and Referral for child care. I manage the subsidized child care system for our county, both the federally funded Alternative Payment program and the state-funded Cal Works child care stages 1, 2, and 3.

We currently serve over 100 families in our parent-choice subsidized programs and vend just over \$700,000 into our local community for these services. The California State Preschool Program operated by the Superintendent partners with IMACA Head Start and Bishop Indian Head Start to bring state preschool services to over 160 students county-wide. I am well acquainted with the issues surrounding child care planning and service delivery. I have intimate knowledge of the child care landscape in our county.

I respectfully ask you to consider this letter as my application for appointment to the Inyo County Child Care Planning Council. I have served in the capacity of "Public Agency Representative" for the past 12 years with my most recent appointment by the County Board of Supervisors expiring in November 2012. My interest is in promoting quality child care and service options to all families throughout Inyo County.

If appointed, I believe I will be a valuable resource to the Child Care Planning Council. Thank you for your consideration of this request. If you would like to speak with me, please feel free to call me at 760.873.5123, ext 332.

Sincerely,

Verna Sisk, Administrator
Child Development Division
Inyo County Superintendent of Schools



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: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Preservation and conservation of Official Records

DEPARTMENTAL RECOMMENDATION:

- 1) Request the Board declare Kofile Preservation, Inc. (Formerly Brown's River Moratti Co.), as sole source provider for preservation and conservation of historic records in the custody of the County Recorder; and
- 2) Request Board approve the contract between the County of Inyo and Kofile Preservation, Inc., for the provisions of preservation and conservation of Official Records, in an amount not to exceed \$20,000, for a period not to exceed 6 months, and authorize the Board Chairperson to sign, contingent upon obtaining appropriate signatures.

SUMMARY DISCUSSION:

The Inyo County Recorders Office is responsible for the permanent retention of Official Records. The Official Records proposed in this project are in desperate need of preservation and conservation. Books A-1 and B-1 are the only copies of the permanent Official Records from 1897-1900. In addition this project would include the restoration of the City of Bishop Official Map recorded in 1907. This map is crucial in order for property owners within the City of Bishop to verify land boundaries. Finally this project includes the restoration and conservation of the earliest surviving Birth Records dating back to 1904. Birth records prior to this date were destroyed in previous courthouse fires. The public and Recorder's staff are regularly handling these records contributing to the fragile nature and deterioration of these valuable and irreplaceable county records. The specific records contemplated in this project are as follows:

Official Record Book A-1	Pages 1-651	17 ¾ X 11 ½	Poor	Preservation, microfilm & digital
Official Record Book B-1	Pages 1-646	17 ¾ X 11 ½	Poor	Preservation, microfilm & digital
Bishop Map	Book 1 Page 55	1897	Very Poor	Preservation, microfilm & digital
Births Volume 1	Pages 1-287	8 x 8	Very Poor	Preservation
Births Volume 2	Pages 1-101	8 x 8	Very Poor	Preservation
Births Volume 3	Pages 1-97	8 x 8	Very Poor	Preservation
Births Volume 4	Pages 1-97	8 x 8	Very Poor	Preservation
Births Volume 5	Pages 1-99	8 x 8	Very Poor	Preservation
Births Volume 6	Pages 1-197	8 x 8	Very Poor	Preservation
Births Volume 7	Pages 1-195	8 x 8	Very Poor	Preservation
Births Volume 8	Pages 1-199	8 x 8	Very Poor	Preservation
Births Volume 9	Pages 1-200	8 x 8	Very Poor	Preservation
Births Volume 10	Pages 1-199	8 x 8	Very Poor	Preservation
Births Volume 11	Pages 1-200	8 x 8	Very Poor	Preservation
Births Volume 12	Pages 1-31	8 x 8	Very Poor	Preservation
Births Volume 13	Pages 1-200	8 x 8	Very Poor	Preservation
Births Volume 14	Pages 1-200	8 x 8	Very Poor	Preservation

I am requesting that your Board declare Kofile Preservation, Inc., as sole source provider for the following reasons:

This vendor has prior experience of a highly specialized nature that is vital to the proposed effort. In 2011, the County Recorders office solicited bids from qualified vendors for similar preservation work. The County Recorders office received two responsive bids to the project. The Board awarded the contract to Brown's River Marotti Co (now known as Kofile Preservation, Inc.) as the lowest responsive bidder that met all of the qualification criteria requested in the Request for Proposal (RFP). There is no reasonable expectation that an RFP for this project would result in additional responsive low bidders. In addition the work was performed exceptionally and timely.

Kofile Preservation, Inc. has extensive credentials and references for completing similar projects in the State of California. All services required will be performed at their Carson City, Nevada facility. The contractor will personally pick-up and deliver the historic record books decreasing the possibility of further damage in transit.

ALTERNATIVES:

- The Board could decline the request altogether, which would leave these irreplaceable records subject to further deterioration.
- The Board could determine that an RFP be issued on the project. This would result in additional delays, probably beyond this fiscal year, and may not result in a lesser bid price.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no General Fund monies involved. This project will be funded entirely from the Micrographic and System Update funds (023401-5265) which have been collected for this purpose. Funds are available within the 2012-2013 Fiscal Year Budget.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes, 12/21/2012</u> 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, 12/27/10</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12/27/2012

AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc
FOR THE PROVISION OF preservation and conservation SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the preservation and conservation services of Kofile Preservation, Inc. of Essex, Vermont (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from January 8, 2013 to June 8, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed 20,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Clerk-Recorder Department	Department
PO Drawer F	Street
Independence, CA 93526	City and State

Contractor:	
Kofile Preservation, Inc.	Name
PO Box 8501	Street
Essex, Vermont 05451	City and State

26. ENTIRE AGREEMENT.

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

////

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AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc.
FOR THE PROVISION OF preservation and conservation **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Print or Type

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc
FOR THE PROVISION OF preservation and conservation SERVICES**

TERM:

FROM: January 8, 2013

TO: June 8, 2013

SCOPE OF WORK:

1) Using industry recognized archival standards and procedures , perform preservation and conservation work on the following Inyo County records as indicated:

Official Record Book A-1	Pages 1-651	stitched	17 ¾ X 11 ½	Poor	Preservation, microfilm & digital
Official Record Book B-1	Pages 1-646	stitched	17 ¾ X 11 ½	Poor	Preservation, microfilm & digital
Bishop Map	Bk 1 Pg 55	1897		Very Poor	Preservation, microfilm & digital
Births Volume 1	Pages 1-287		8 x 8	Very Poor	Preservation
Births Volume 2	Pages 1-101		8 x 8	Very Poor	Preservation
Births Volume 3	Pages 1-97		8 x 8	Very Poor	Preservation
Births Volume 4	Pages 1-97		8 x 8	Very Poor	Preservation
Births Volume 5	Pages 1-99		8 x 8	Very Poor	Preservation
Births Volume 6	Pages 1-197		8 x 8	Very Poor	Preservation
Births Volume 7	Pages 1-195		8 x 8	Very Poor	Preservation
Births Volume 8	Pages 1-199		8 x 8	Very Poor	Preservation
Births Volume 9	Pages 1-200		8 x 8	Very Poor	Preservation
Births Volume 10	Pages 1-199		8 x 8	Very Poor	Preservation
Births Volume 11	Pages 1-200		8 x 8	Very Poor	Preservation
Births Volume 12	Pages 1-31		8 x 8	Very Poor	Preservation
Births Volume 13	Pages 1-200		8 x 8	Very Poor	Preservation
Births Volume 14	Pages 1-200		8 x 8	Very Poor	Preservation

2) Maintain a detailed inventory log for each record and volume.

3) Provide access and copies of records upon request within a reasonable time-frame to be determined by mutual agreement between the Inyo County Recorder and Kofile Preservation, Inc.

4) Pick-up and delivery of all records shall be by made personally by either the County Records office or Kofile Preservation, Inc. personnel.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc.
FOR THE PROVISION OF preservation and conservation SERVICES**

TERM:

FROM: January 8, 2013

TO: June 8, 2013

SCHEDULE OF FEES:

Official Record Book A-1	pages 1-651	stitched	17 ¼ X 11 ½	Poor	Preservation, microfilm & digital \$3,500
Official Record Book B-1	pages 1-646	stitched	17 ¼ X 11 ½	Poor	Preservation, microfilm & digital \$3,500
Bishop Map	Bk 1 Pg 55	1897		Very Poor	Preservation, microfilm & digital \$3,000
Births Volume 1	pages 1-287		8 x 8	Very Poor	Preservation \$720.00
Births Volume 2	pages 1-101		8 x 8	Very Poor	Preservation \$450.00
Births Volume 3	pages 1-97		8 x 8	Very Poor	Preservation \$450.00
Births Volume 4	pages 1-97		8 x 8	Very Poor	Preservation \$450.00
Births Volume 5	pages 1-99		8 x 8	Very Poor	Preservation \$450.00
Births Volume 6	pages 1-197		8 x 8	Very Poor	Preservation \$700.00
Births Volume 7	pages 1-195		8 x 8	Very Poor	Preservation \$700.00
Births Volume 8	pages 1-199		8 x 8	Very Poor	Preservation \$700.00
Births Volume 9	pages 1-200		8 x 8	Very Poor	Preservation \$700.00
Births Volume 10	pages 1-199		8 x 8	Very Poor	Preservation \$700.00
Births Volume 11	pages 1-200		8 x 8	Very Poor	Preservation \$700.00
Births Volume 12	pages 1-31		8 x 8	Very Poor	Preservation \$280.00
Births Volume 13	pages 1-200		8 x 8	Very Poor	Preservation \$700.00
Births Volume 14	pages 1-200		8 x 8	Very Poor	Preservation \$700.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Kofle Preservation, Inc
FOR THE PROVISION OF preservation and conservation SERVICES**

TERM:

FROM: January 8, 2013 **TO:** June 8, 2013

Form W-9

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Kofile Preservation, Inc
FOR THE PROVISION OF preservation and conservation SERVICES

TERM:

FROM: January 8, 2013 **TO:** June 8, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
8

FROM: Public Works Department

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Approval of Amendment No. 6 to the contract for engineering services with Nichols Consulting Engineers, Chtd. (NCE).

DEPARTMENTAL RECOMMENDATIONS:

Request Board approve Amendment No. 6 to County of Inyo Standard Contract No. 156 between the County of Inyo and Nichols Consulting Engineers, Chtd. (NCE) to:

1. Increase the amount of the contract \$48,000 for a total not to exceed amount of \$249,680;
2. Extend the contract to an ending date of September 30, 2013; and
3. Authorize the chairperson to sign, contingent upon obtaining appropriate signatures and the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County approved the award of a contract regarding pavement management services to Nichols Consulting Engineers, Chtd. (NCE) in 2008 for a term from 12/16/08 to 6/30/10. The Public Works Department administers the contract with NCE to provide engineering services for a county and city-wide pavement management program. The program provides a tool to evaluate roadway conditions and will assist county and city officials in making cost-effective decisions regarding capital expenditure funding on area roadways. NCE completed a comprehensive pavement management system in 2010 and then updated 1/3 of the system in 2011 and 2012. The scope of work is for NCE to update 1/3 of the system every year with a complete update occurring every three years after the initial evaluation. The original scope is to complete two complete updates over a six-year period.

This amendment will increase the contract amount by \$48,000 to cover the expense by NCE to update the final 1/3 of the system in 2013 and to complete traffic counts within the City of Bishop. This is the third year of the first complete update. The term of the contract is also being extended from June 30, 2013 to September 30, 2013 so that the contract terms will not coincide with the adoption of the annual budget.

ALTERNATIVES:

The board could choose not to approve the amendment to extend the contract. This is not recommended, as the pavement management program will help the county and city implement cost effective strategies to maintain county and city roadways.

OTHER AGENCY INVOLVEMENT:

- (1) County counsel to review and approve the amendment.
- (2) Auditor's office to review and approve the amendment, and make payments to the consultant.
- (3) The California Department of Transportation to reimburse the county for project costs as described below.

FINANCING:

The Public Works Department will pay for consultant costs through Budget Unit 504605, Transportation and Planning Services, Object Code 5265. The anticipated expenditures created by Amendment No. 6 are included in the department requested FY12/13 budget. The cost to prepare the County and City-wide Pavement Management System will be provided entirely by existing programming of Planning, Programming, and Monitoring funds in the State Transportation Improvement Program and by Rural Planning Assistance funds. Both of these types of funds are administered by the Inyo County Local Transportation Commission (LTC) and are included as tasks in the LTC Overall Work Program. There is no risk because adequate funding has already been allocated from the California Transportation Commission and via the execution of the Overall Work Program to fund the implementation of this project, as amended, during the contract period.

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 12/18/12

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 12/19/12

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: 12-19-12

**AMENDMENT NUMBER 6 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENGINEERING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Nichols Consulting Engineers Chtd. of Reno, Nevada (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of engineering services dated December 16, 2008, on County of Inyo Standard Contract No. 156, for the term from December 16, 2008 to June 30, 2010, which was subsequently extended to June 30, 2011, then to June 30, 2012, and now to September 30, 2013.

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.

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

1. The Scope of Work in Attachment A is amended as provided herein.
2. Paragraph 3 Subparagraph D is amended to read as follows:

Limit upon amount payable under Agreement, The total sum of all payments made by the County to Contractor for services and work performed under this agreement, including travel and per diem shall not exceed Two hundred and forty-nine thousand six hundred and eight (249,680) dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

The effective date of this amendment to the Agreement is January 8, 2013.

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

**AMENDMENT NUMBER 6 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Nichols Consulting Engineers Chtd. (NCE)
FOR THE PROVISION OF ENVIRONMENTAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2013.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



COST ESTIMATE

Task Description	Hourly Breakdown by Personnel					NDS (traffic counts)	Total Costs
	Project Manager	QC/QA Manager	Project Engineer	Technician	Clerical		
Task N. 2012 Update (1/3 of Inyo + Bishop System)							
Condition Surveys	12		16	184			\$ 35,300
Budgetary Analysis & Final Reports	8	4	50		8		\$ 8,900
Task O. 2012 Traffic Counts							
Traffic Counts	2					\$ 3,500	\$ 3,800
Totals	22	4	66	184	8		\$ 48,000





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

9

FROM: Road Department

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Proposed tree removal adjacent to the Eastern California Museum

DEPARTMENTAL RECOMMENDATIONS:

Authorize the Road Department to remove an elm tree adjacent to the Eastern California Museum.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Recently, the Museum Director contacted Road Department staff to discuss the removal of an older, partially rotten elm tree adjacent to the Museum driveway. Please see the attached photo. Road Department staff visited the site and determined that the subject tree is in the road right of way. This tree lost a major limb during a recent high wind event. Approximately 30% of the branches in the tree are dead and a portion of the rotten trunk is now exposed. The remaining portions of living tree appears to be stressed and generally not healthy.

The Museum Director has indicated that Museum staff, working in conjunction with the Friends of the Eastern California Museum, intend to plant two replacement trees at more suitable locations to replace the rotten elm tree if your Board authorizes the removal of the tree adjacent to the driveway.

The County Tree Removal Policy has also been included for reference.

ALTERNATIVES:

The Board could choose not to authorize this tree removal, in which case the removal of the old elm tree will not occur. This is not recommended because the tree has been weakened by the previous wind damage, is unhealthy and more limbs could possibly be lost.

OTHER AGENCY INVOLVEMENT:

- (1) Eastern California Museum
- (2) The Friends of the Eastern California Museum

FINANCING:

Minor costs associated with tree removal by Road Department staff and coordination by Museum staff.

The replacement tree purchase and installation are proposed to be provided by the Friends of the Eastern California Museum

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.)

N/A

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.)

N/A

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.)

N/A

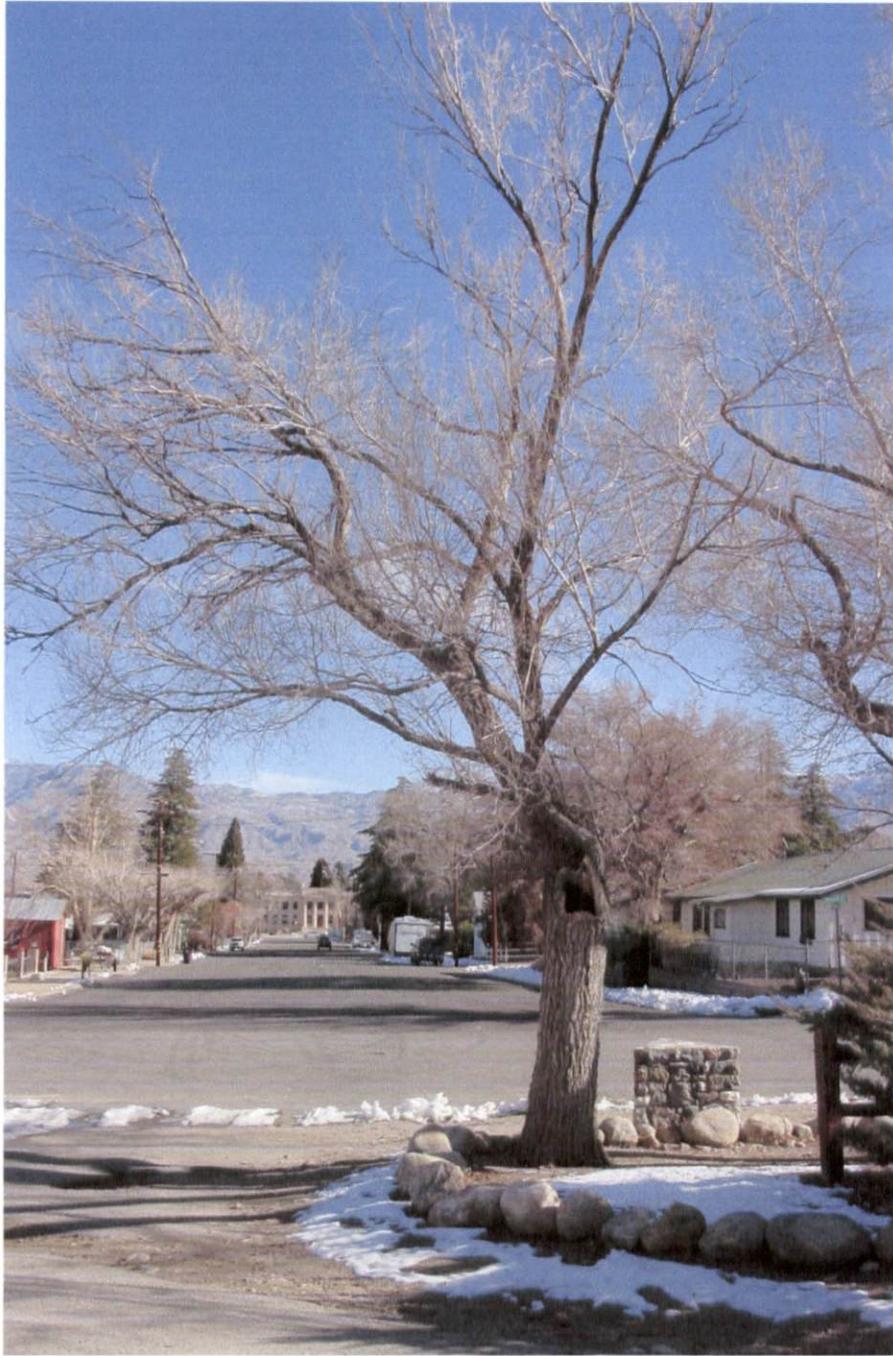
Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 1-2-13



Elm tree, Eastern California Museum Driveway



Jeffrey S. Jewett, Director
Michael S. Conklin, Deputy Director Public Works

DEPARTMENT OF PUBLIC WORKS

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

COUNTY
OF
INYO

TREE REMOVAL POLICY

Purpose:

To preserve the trees in Inyo County by limiting the removal of trees within the County Road Right of Way and encouraging the replacement of those which are removed.

Removal of trees by County forces or agents of the County:

Removal of trees by County forces or by agents of the County shall be limited to removal for the following reasons:

1. Trees which are dead, seriously diseased, badly out of balance, or otherwise in the process of falling and are threatening the traveling public.
2. Trees, which, in the opinion of the Road Commissioner, are a traffic hazard due to the obstruction of sight distance or of regulatory traffic, control devices.
3. Trees, which must be removed for the purpose of a road improvement project in the interests of traffic safety, or as, otherwise authorized by the Board of Supervisors.

Trimming of trees by County Forces or by agents of the County:

1. The County will remove broken limbs or other limbs creating hazardous situations from trees in the County Road right of way.
2. The County will remove all portions of privately owned trees overhanging the County Road right of way that are creating a hazardous situation. The remaining portion of the tree is the responsibility of the private property owner.

Removal of trees by other parties under encroachment permit:

Removal of trees by other parties under encroachment permit shall be limited to:

1. Those trees which must be removed to provide vehicular access to the property, where no suitable alternate exists.
2. Those trees that must be removed to provide adequate sight distance for a vehicle entering the County road from the driveway, and where no alternative exists.
3. Those trees which are endangering the health and welfare, including the peace of mind, of the property owner, and where a substantial number of property owners in the immediate vicinity have signed a statement to that effect.

4. Those trees which interfere with the installation or functions of a public utility and where no reasonable alternative exists.

Replacement:

The person or agency responsible for the removal of any tree or trees shall be encouraged to plant a tree of suitable species in the immediate vicinity of the removed tree or at a location deemed more suitable as determined by the Department of Public Works.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of *SEPTEMBER, 2004*, an order was duly made and entered as follows:

Rd. Dept./Tree
Removal Policy

The Public Works Director reviewed the proposed Tree Removal Policy and responded to questions from the Board. Moved by Supervisor Williams and seconded by Supervisor Dorame to approve the Tree Removal Policy. Motion carried unanimously.

Tree Removal Policy

Copy to Bob

WITNESS my hand and the seal of said Board this 21st

Day of SEPTEMBER 2004



RENÉ L. MENDEZ
Clerk of the Board of Supervisors

By

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing	_____
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CFO	_____
Other	_____
DATE:	September 27, 2004



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FROM: Road Department

FOR THE BOARD MEETING OF: September ²¹ 14, 2004

SUBJECT: Tree Removal Policy

DEPARTMENTAL RECOMMENDATIONS:

Approve the Tree Removal Policy presented by the Road Commissioner.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

At a previous Board Meeting, the Road Commissioner was directed to prepare a "Tree Removal Policy" for the Board to consider. Historically, the Board has routinely approved requests by the public to remove trees in the County Road Right of Way. Usually these requests are for trees that are causing a safety issue. Sometimes we receive requests to remove trees that are more of a nuisance than a hazard.

It was this department's perception at the last discussion with the Board, that the Road Department should not bear the cost of the tree removal for trees that are not causing a hazard. After reviewing tree removal policies in other jurisdictions, we found that it is common to have the public bear the cost of tree removal for certain situations.

The proposed tree removal policy provides tree removal by County forces when the tree is dead, diseased, badly out of balance or threatening the traveling public. Other parties will be allowed to remove trees under an encroachment permit and at their cost for other reasons as discussed in the policy.

The tree policy also encourages the replacement of trees that are removed.

The policy does not discuss the disposition of the wood from the trees. As you know, when feasible the County will attempt to donate the wood to a charitable organization. However, such a donation is not always feasible.

ALTERNATIVES:

Not approve the Tree Removal Policy. The Tree Removal Policy can be revised as directed by the Board.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Any tree removal done by the County will usually be done by the Road Department at a cost to the Road Fund.

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)

Jeffrey Bennett

Date: 9/1/04



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 10

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Annual Board approval of the Inyo County Treasury Investment Policy (Policy).

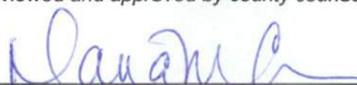
DEPARTMENTAL RECOMMENDATION: Approve the Policy (copy attached) as submitted.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Section 53646(a)(1) of the Government Code requires your Board to annually approve the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code. There have been no changes to Government Code that would affect this Policy; therefore, I am recommending no changes to the current Policy.

ALTERNATIVES: Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

OTHER AGENCY INVOLVEMENT: Inyo County Statement of Investment Policy Section 12(e) also requires that copies of the Policy be provided to members of the Inyo County Treasury Oversight Committee and the California Debt and Investment Advisory Committee.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/11/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) N/A 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.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12-24-2012
 Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO



STATEMENT OF INVESTMENT POLICY

January 2013

**INVESTMENT POLICY
of the
INYO COUNTY TREASURY**

(Note: All legal notations to "Sections" made herein are in reference to the California Government Code.)

Scope:

This investment policy applies to all public funds held for safekeeping in the Inyo County Treasury.

1- ***Policy Statement:***

The purpose of this Policy (Policy) is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601. Et seq., and this policy.

2- ***Prudent Investor Rule:***

The standard of prudence to be applied by the investment officer shall be the "Prudent Investor Rule", which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The Prudent Investor Rule shall be applied in the context of managing the investment portfolio.

3- ***Investment Objectives:***

The specific objectives for the Pooled Investment fund are ranked in order of importance:

- {a}. Safety of Principal: The primary objective of the County Treasurer/Investment Officer is to safeguard, preserve and protect capital/principal in the portfolio.
- {b}. Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- {c}. Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing for the first two Objectives as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

4- ***Participants:***

{a} **STATUTORY PARTICIPANTS-** General Participants are those government agencies within the County of Inyo for which the Inyo County Treasurer is statutorily designated as the Custodian of funds.

{b} **VOLUNTARY PARTICIPANTS-** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684, et seq. The agency must provide the County Treasurer with a resolution adopted by the agency's governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.

{c} The County Treasurer does not solicit any agency's voluntary entry into the Treasury pool.

5- ***Delegation of Authority:***

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or to reinvest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation of investment authority each year.

If the County Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer to purchase investments in the absence of the County Treasurer pursuant to the law and to the restrictions as herein stated.

6- ***Authorized Investments:***

Authorized investments: shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

{a} **Maturity Restrictions:** No investment shall exceed one (1) year as calculated from settlement dates, except that no more than thirty-five percent (35%) of the total amount of the portfolio may consist of securities with maximum maturities of five (5) years as estimated on trade dates.

{b} **Operating funds** shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenue and expenditures

of significant dollar size.

7- Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

8- Investment Criteria: (Figure 1, see Table of Notes for figure 1 on next page for footnotes related to this figure))

Investment Type	Maximum Maturity	Maximum % of Pool	Rating
U.S. Treasury and Agency Securities (§53601 (b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601 (e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601 (c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601 (g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601 (h) and §53635 (a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601 (i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601 (j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601 (j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601 (k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601 (l))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF (\$40MM per Agency	N/A

Section

Information

1

The County Treasurer may only purchase the indebtedness of local agencies that receive an increment of Inyo County secured property tax revenue. The maximum amount of said indebtedness purchased from any individual agency in any fiscal year is restricted to 85% of that agency's anticipated current fiscal year uncollected Inyo County secured property tax revenue, and only that portion of those taxes that is secured by an assessee's fee ownership of land as estimated by the Inyo County Auditor-Controller.

The maturity of such indebtedness is limited to fifteen (15) months from the date of issue.

2

Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.

3

No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.

4

All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service.

No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.

5

1. Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations.

The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

9- ***Criteria for the Selection of Broker/Dealers and Financial Institutions:***

The County Treasurer shall select only primary government securities dealers that report daily to

the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one national rating service, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of Supervisors, or any candidate for those offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to do business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

10- Criteria for the Management of Extraordinary Withdrawals:

Extraordinary Withdrawals are those withdrawals from the County Treasury that: are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records; and, as a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirement of the participants in the County Treasury pool. Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury pool participants in the event the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A pool participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining pool participants.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of the investments in the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury pool.

If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such

loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other pool participants. The County Treasurer reserves the right to choose which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

11- *Safekeeping:*

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as "Category 1 Custody" as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

12 *Apportionment of Interest and Costs & Calculation of the Treasurer's Administrative Fee:*

The relationship of a participant's average daily fund balance to the total average daily balance of the entire Treasury pool determines the percentage of interest paid to that participant from a single apportionment. The proportionate amount of the Treasurer's Administration Fee paid by any participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135 the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury pool.

13 *Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:*

{a} Pursuant to Section 25250 the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collection, or disbursement of public funds.

{b} Pursuant to Section 25303 the Board will supervise the official conduct of the Inyo County Treasurer.

{c} Pursuant to Section 26920 et seq. the County Auditor shall, at least once each quarter, perform a review of the treasurer's statement of assets.

{d} Pursuant to Section 27100 the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection and examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.

{e} The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy (Policy) for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee (Committee) and the California Debt and Investment Advisory Committee.

{f} The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Committee. In addition, copies of the reports for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Commission. The report shall reflect, pursuant to the law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)

- 1- The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and moneys held.
 - 2- A description of the funds, investments, or programs that are under the management of contracted parties, including lending programs.
 - 3- The market values of all funds, investments or programs under the management of contracted parties, and the source of the valuation for any security within the treasury.
 - 4- A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statues and as herein stated, and will adjust the portfolio accordingly.

Internal Controls:

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for and audited by different persons.

PROHIBITIONS ON THE ACCEPTANCE OF GIFTS AND HONORARIA:

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et esq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers or other persons with whom the County Treasury conducts business.

PROVISIONS FOR THE SEPARATE INVESTMENT MANAGEMENT OF THE GENERAL OBLIGATION BOND PROCEEDS OF LOCAL GOVERNMENTAL AGENCIES THAT ARE TREASURY POOL PARTICIPANTS:

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local governmental agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds (proceeds) of \$100,000.00 or more belonging to a local governmental agency that is a Treasury pool participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part of, the County Treasury. The bond proceeds that have been separately invested may not be withdrawn from the Treasury. Once authorized by a resolution of the agency issuing

the bonds as above stated, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasurer. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is

shared by the other pool participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss to the County Treasury or otherwise injure the Treasury pool participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury pool that are owned proportionately by all Treasury pool participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasury Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury, and will not be distributed to any other pool participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest earned on those Treasury investments that are owned proportionately by the Treasury pool participants and not separately invested.

DISCLOSURE OF SIGNIFICANT ACTIVITY:

The Treasurer's Office will inform the Office of the Inyo County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions in an aggregate amount of \$5,000,000.00 or more:

- Sale of a security prior to the stated maturity or call date of said security.
- Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
- Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.

GLOSSARY OF TERMS

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a “promise to pay,” with interest, that is issued by the State when there is not enough cash to meet all of the State’s payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor’s commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 11

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Annual delegation of investment authority to the Inyo County Treasurer.

DEPARTMENTAL RECOMMENDATION: Delegate investment authority to the Inyo County Treasurer by adoption of the attached resolution.

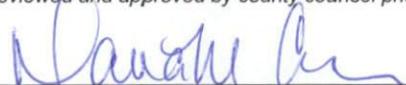
CAO RECOMMENDATION:

SUMMARY DISCUSSION: Section 53607 of the Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California county boards of supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and, provides for the efficient day-to-day operation of the county treasury.

ALTERNATIVES: Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Board would assume the fiduciary responsibility for providing the day-to-day safety, liquidity and yield on the public funds on deposit in the county treasury.

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: <u>yes</u> Date <u>12/11/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) N/A 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.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12-24-2012
 Alisha McMurtrie, Treasurer-Tax Collector

RESOLUTION No. 2013_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
INYO DELEGATING TO THE INYO COUNTY TREASURER ITS
INVESTMENT AUTHORITY PURSUANT TO SECTION 53607 OF THE
GOVERNMENT CODE**

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607,

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 8th day of January 2013 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairman
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio, Clerk of the Board

BY _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: HEALTH & HUMAN SERVICES, Behavioral Health

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Mentoring Month Proclamation

DEPARTMENTAL RECOMMENDATION:

Request your Board: 1) Declare January 2013, as National Mentoring Month and; 2) Authorize the Chairperson to sign the Official Proclamation.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

National Mentoring Month was created in 2002 by the Harvard School of Public Health and The National Mentoring Partnership. National Mentoring Month focuses national attention on the need for mentors, as well as how each of us as individuals, businesses, government agencies, schools, faith communities and nonprofits, can work together to increase the number of mentors to assure brighter futures for our young people.

The goals of National Mentoring Month are to: 1) Raise awareness of mentoring in its various forms, 2) recruit individuals to mentor, especially in programs that have waiting lists of young people and 3) promote the rapid growth of mentoring by recruiting organizations to engage their constituents in mentoring.

Each year since its launch, National Mentoring Month has had the strong support of the U.S. President and members of Congress and many other prominent individuals, including Senator John McCain, General Colin Powell, and Cal Ripken Jr.

The Inyo County Mentoring Program was created in 1995 by Inyo County Health and Human Services. We currently have six active mentors plus one who is inactive for now and two who are in the background stages. Four youth are currently matched with mentors. We are always actively recruiting Inyo County community members to become mentors for our youth in order to help empower our youth with the confidence and tools to lead healthy lives and to be productive, engaged and responsible adults. Over the years, our mentors have helped many youth in our community and are greatly appreciated.

ALTERNATIVES:

Your Board could choose not to approve the declaration which would affect our ability to inform the public about National Mentoring Month.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

None

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes 12/10/2012</u> 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: _____ Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner

Date: 12-31-12

**PROCLAMATION BY THE INYO COUNTY BOARD OF SUPERVISORS DESIGNATING THE
MONTH OF JANUARY 2013 AS NATIONAL MENTORING MONTH**

WHEREAS, we know the difference that a responsible, caring adult can make in a child's life. Even a brief amount of quality time set aside by compassionate adults can have a lasting impact on the development of a child; and

WHEREAS, mentors provide a steady presence, share their valuable knowledge and experiences, and provide secure and dependable support; and

WHEREAS, mentors help build young people's character, expand their universe, and help them navigate a path to success; and

WHEREAS, research shows that young people who have a mentor have better school attendance, are less likely to engage in risky behaviors such as substance abuse, have improved self-esteem and strengthened academic skills, and have more positive social attitudes and relationships than that of their un-mentored peers. They also have a better chance of graduating high school and going to college; and

WHEREAS, mentors support parents by instilling in mentored children the enduring values of commitment, respect, and persistence; and

WHEREAS, by lending a hand as a mentor, countless individuals have empowered young Americans with the confidence, inspiration, and tools to lead rich and fulfilling lives; and

WHEREAS, mentorship strengthens our American family, by providing our youth with strong role models; and

WHEREAS, mentors are building a brighter future for Inyo County and our Nation by helping our children grow into productive, engaged, and responsible adults; and

NOW, THEREFORE, I, _____, Chair, Inyo County Board of Supervisors, by virtue of the authority vested in me by the laws of Inyo County, do hereby proclaim the month of January 2013 as ***National Mentoring Month*** in Inyo County and call upon the people of Inyo County to observe this month with appropriate programs, activities, and ceremonies supporting this year's theme, "***Mentoring Works***".

PASSED AND PROCLAIMED by the Inyo County Board of Supervisors, this 8th day of January, 2013.

Chair, Inyo County Board of Supervisors



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: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Request the Board approve a resolution that will give the Friends of the Eastern California Museum access to the Museum building for the purpose of upgrading the current security system; and request the Board accept the Friend's donation of the upgrades and operation of the security system.

DEPARTMENTAL RECOMMENDATION: Request your Board approve Resolution No. 2013-XX, a resolution of the Board of Supervisors of the County of Inyo, State of California, authorizing the Friends of the Eastern California Museum access to the Eastern California Museum for the purpose of performing upgrades to the Museum security system and accept the donation of the upgrades and operation thereof.

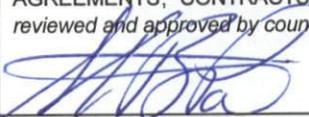
SUMMARY DISCUSSION: The Eastern California Museum building at 155 N. Grant St., in Independence, houses irreplaceable artifacts, photos, archives and exhibits that present and preserve the culture and history of the Owens Valley. The County owned Museum building has a security system in place, installed by Sierra Security, of Bishop. The Friends of the Eastern California Museum, a non-profit, 501(c)3 corporation, have offered to pay for the purchase and installation of various updates and upgrades to the current system, for example, installing the latest generation of security cameras, replacing some current components (smoke and motion detectors) with more technologically advanced components, and other upgrades to the system as a whole. The Friends actively solicited bids for the upgrades. Sierra Security not only submitted the low bid, but was also willing to donate the labor to install the upgrades, which represents a savings of several thousand dollars. The Friends will sign a contract with Sierra Security for installation of the upgrades, and pay the monthly fee to the company for continued operation of the system. The Friends have agreed to comply with all the terms and conditions listed in Resolution No. 2013-XX.

ALTERNATIVES: The Board could deny the request

OTHER AGENCY INVOLVEMENT: County Counsel, County Administrative Officer, Information Services.

FINANCING: Since the Friends of the Eastern California Museum have agreed to pay for the installation and maintenance of the security system upgrades, and also pay the monthly monitoring fee, there will be no cost to Inyo County or the Eastern California Museum.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/21/2012</u>
AUDITOR/CONTROLLER: N/A	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: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 12-27-12

RESOLUTION NO. 2013-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE FRIENDS OF THE EASTERN CALIFORNIA MUSEUM ACCESS TO THE EASTERN CALIFORNIA MUSEUM FOR THE PURPOSE OF PERFORMING UPGRADES TO THE MUSEUM SECURITY SYSTEM AND ACCEPTANCE OF THE DONATION OF THE UPGRADES AND OPERATION THEREOF

WHEREAS, Inyo County owns the Eastern California Museum which is located at 155 N. Grant Street, Independence, California; and

WHEREAS, the Eastern California Museum is the repository of many important artifacts, exhibits and archives preserving the culture and history of the Owens Valley ; and

WHEREAS, the Friends of the Eastern California Museum have generously offered to donate to Inyo County upgrades to the security system at the Eastern California Museum and provide for contract security services at no cost to the County; and

WHEREAS, Inyo County finds that the project can have no negative impact to the environment and desires to authorize the Friends of the Eastern California Museum to access the Eastern California Museum to install the subject upgrades, subject to the conditions contained herein; and

WHEREAS, Inyo County, with thanks and appreciation, desires to accept the donation by the Friends of the Eastern California Museum of the security system upgrade and its operation.

NOW, THEREFORE, BE IT RESOLVED THAT THE INYO COUNTY BOARD OF SUPERVISORS HEREBY grants permission to the Friends of the Eastern California Museum to access the Eastern California Museum to install security system upgrades subject to the following conditions:

1. The Friends of the Eastern California Museum will obtain the approval of the Director of Public Works of the proposed security system plans prior to installation and will obtain any permits required by the Director of Public Works for the upgrade project. This Board of Supervisors hereby waives any permit or inspection fees for the installation of the project.
2. The Friends of the Eastern California Museum or their contractor shall maintain insurance, including but not limited to General Liability and Worker's Compensation, and provide proof of such insurance to the Inyo County Risk Manager, in the amount, form and manner acceptable to the Inyo County Risk Manager, which insurance shall be approved prior to construction.

3. By contracting for such work, the Friends of the Eastern California Museum agree to defend, indemnify, and hold harmless the County of Inyo for any costs or liability arising from the installation of the upgrades to the security system.

NOW THEREFORE, BE IT FUTHER RESOLVED that this Board of Supervisors hereby accepts the donation from the Friends of the Eastern California Museum of the security system upgrades and the operation thereof at the Eastern California Museum.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this __ day of January 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIRPERSON, INYO COUNTY BOARD OF
SUPERVISORS

Attest: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF January 8, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Road eater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Road eater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(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

16

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

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

FOR THE BOARD MEETING OF: January 8, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings of December 11, 2012 and December 18, 2012

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:15 a.m. Closed Session Informational

FROM: Inyo County Planning Commission

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Zone Reclassification No. 2012-05/Inyo County (Home Occupations and Cottage Food Operations)

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors enact an Ordinance entitled:

“An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 18.30.050, 18.33.040, 18.36.060, and 18.78.130 of the Inyo County Code.”

SUMMARY DISCUSSION:

The Inyo County Board of Supervisors adopted a resolution on December 18th, 2012 making certain findings with respect to Zone Reclassification No. 2012-05/Inyo County (Home Occupations and Cottage Food Operations) and the Board waived the first reading of this Ordinance, which contains language to implement the proposed changes into the Zoning Code, and scheduled adoption of the Ordinance for this January 8th, 2013 Board meeting.

Recommended Action: Enact the Ordinance approving the proposed amendments.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

Inyo County Environmental Health Department.

FINANCING:

Incremental costs will be incurred to implement the ordinance, which are expected to be minimal and can be absorbed by existing resources.

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: 12-20-12

Attachments:

- 1.) Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 18.30.050, 18.33.040, 18.36.060, and 18.78.130 OF THE INYO COUNTY CODE.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. Purpose/Authority.

The purpose of this ordinance is to amend sections to the County Zoning Ordinance, set forth in Title 18 of the Inyo County Code, to clarify that home occupations are permitted as an accessory use consistently in all Residential, Rural Residential and Open Space Zones and to amend the Home Occupation standards to be consistent with both the California Home Foods Act – AB 1616 and goals of the Inyo County General Plan LU-2.17. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction.

SECTION TWO. Amendment of Section 18.78.130 HOME OCCUPATIONS. First paragraph is amended to read: No home occupation shall be deemed to be or be permitted as an accessory use in the Residential (R), Rural Residential (RR) or Open Spaces (OS) districts, which involves or requires any of the following:

SECTION THREE. Amendment of Section 18.78.130.A of the County Code to allow one full time equivalent employee that is not a resident family or household member.

Section 18.78.130.A is amended read as follows:

The employment of more than one full time one full time equivalent employee that is not a resident family or household member;

SECTION FOUR. Amendment of Section 18.78.130.E of the County Code to limit the number of vehicle trips and hours of operation of a Home Occupation.

Section 18.78.130.E is amended to read as follows:

Generation of vehicular traffic that exceeds 15 round trips per day to the Home Occupation and any hours of operation that are not between 7:00 a.m. and 8:00 p.m., or activities that generate objectionable noise, glare, vibration, odor or electrical disturbance;

SECTION FIVE. Amendment of Section 18.78.130.F of the County Code to allow for the use of more than one room in a dwelling unit.

18.78.130.F is amended to read as follows:

Use of rooms that are not directly needed for the preparation, packaging, storage or handling of products and related ingredients or equipment, or both, or rooms within the home that are not used exclusively for storage for the specific Home Occupation;

SECTION SIX. Amendment of Section 18.30.050 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.30.050 is amended to include the following Subsection H after Subsection G:

H. Home occupations complying with the provisions of Chapter 18.78

SECTION SEVEN. Amendment of Section 18.33.040 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.33.040 is amended to include the following Subsection G, after Subsection F:

G. Home occupations complying with the provisions of Chapter 18.78

SECTION EIGHT. Amendment of Section 18.36.060 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.36.060 is amended to include the following Subsection G after Subsection F:

G. Home occupations complying with the provisions of Chapter 18.78

SECTION NINE. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION TEN. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code

Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this 8th day of January 2013, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Marty Fortney, Chairperson

ATTEST: Kevin Carrunchio
Clerk to the Board

By: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:15 a.m. Closed Session Informational

FROM: Inyo County Planning Commission

FOR THE BOARD MEETING OF: January 8, 2013

SUBJECT: Zone Reclassification No. 2012-05/Inyo County (Home Occupations and Cottage Food Operations)

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors enact an Ordinance entitled:

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Recommended Action: Enact the Ordinance approving the proposed amendments.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

Inyo County Environmental Health Department.

FINANCING:

Incremental costs will be incurred to implement the ordinance, which are expected to be minimal and can be absorbed by existing resources.

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: 12-20-12

Attachments:

- 1.) Ordinance

ORDINANCE NO. _____

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Section 18.36.060 is amended to include the following Subsection G after Subsection F:

G. Home occupations complying with the provisions of Chapter 18.78

SECTION NINE. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

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PASSED AND ADOPTED this 8th day of January 2013, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Marty Fortney, Chairperson

ATTEST: Kevin Carrunchio
Clerk to the Board

By: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22-23-24
25-26-27
28-29

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: JANUARY 8, 2013

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] - Center for Biological Diversity, a non-profit public interest corporation; Public Employees for Environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 12-53821

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

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

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

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

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

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

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

APPROVALS

Table with 2 columns: COUNTY COUNSEL and AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS. Includes signature and date 1-2-13.

DEPARTMENT HEAD SIGNATURE:

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

Signature and Date: 1-2-13