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.

## February 5, 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)*

3. ***HEALTH AND HUMAN SERVICES*** – Update on theft of public funds.

4. ***INTRODUCTION*** – Ms. Regina Ryu, Deputy District Attorney, will be introduced to the Board.

***CONSENT AGENDA*** **(Approval recommended by the County Administrator)**

***COUNTY ADMINISTRATOR***

5. ***Board of Supervisors – Chairman Supervisor Linda Arcularius*** - Request Board make yearly appointments as recommended by the Chairperson, Supervisor Linda Arcularius as follows: A) Supervisor Linda Arcularius to the Great Basin Air Pollution Control District Board for Form 806 reporting, and to the BLM Steering Committee and the Mental Health Advisory Board as the alternate; B) Supervisor Jeff Griffiths to the Local Agency Formation Commission for Form 806 reporting; and to the Child Care Planning Council as the Alternate; C) Supervisor Rick Pucci to the Local Agency Formation Commission and to the Great Basin Air Pollution Control District Board as the alternate, for Form 806 reporting; D) Supervisor Mark Tillemans to the Local Agency Formation Commission as the alternate, for Form 806 reporting; and F) Supervisor Matt Kingsley to the Great Basin Air Pollution Control District Board for Form 806 Reporting, and to the Standing Committee as the alternate.

6. ***Board of Supervisors – Supervisor Jeff Griffiths*** – Request Board reappoint Ms. Cynthia (Little) Wahrenbrock as the Second District Planning Commissioner to complete an unexpired four-year term ending January 4, 2017. *(Notice of Vacancy resulted in one request for appointment being received from Ms. Wahrenbrock.)*

7. ***Board of Supervisors – Supervisor Mark Tillemans*** – Request Board reappoint Mr. Ross Corner as the Fourth District Planning Commissioner to complete an unexpired four-year term ending January 4, 2017. *(Notice of Vacancy resulted in one request for appointment being received from Mr. Corner.)*

8. ***Board of Supervisors – Supervisor Matt Kingsley*** – Request Board reappoint Mr. Paul Payne as the Fifth District Planning Commissioner to complete an unexpired four-year term ending January 4, 2017. *(Notice of Vacancy resulted in one request for appointment being received from Mr. Payne.)*

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

10. ***Integrated Waste*** – Request Board authorize the County Administrator to sign an authorization letter for a RCRC-ESJPA Regional Agency Tire Amnesty Grant.

11. ***Information Services*** – Request Board authorize the purchase of two server class computers from Dell in an amount not to exceed $22,058 for the Property Tax Management System.

12. ***Information Services*** – Request Board A) approve a mail metering system rental and service agreement with Pitney-Bowes for a postage metering unit (includes primary and backup equipment located in Independence) in an amount not to exceed $33,548 over a period of 60 months, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

***COUNTY COUNSEL***

13. Request Board receive and approve the 2012 Conflict of Interest Code Biennial Reports from Departments as recommended and receive and approve the Conflict of Interest Code from the Public Guardian-Public Administration.

14. Request Board receive and approve the 2012 Conflict of Interest Code Biennial Reports from Local Agencies as recommended and receive and approve the Conflict of Interest Code for the Big Pine Unified School District.

***HEALTH AND HUMAN SERVICES***

15. ***Emergency Services*** – Request approval of the Memorandum of Understanding (MOU) between the counties of San Bernardino and Inyo, the National Park Service and the Inland Counties Emergency Medical Agency for the purpose of providing a mutual aid plan to be effective when the demands within a Party's jurisdiction will exceed or likely exceed the available resources to be able to respond effectively to emergencies that may result from a disaster within the limits of Inyo and San Bernardino counties, and to provide for those situations in which emergencies occur where a non-county asset may provide the most effective life-saving medical treatment; and authorize the Chairperson to sign.

***PUBLIC WORKS***

16. Request approval of the plans and specifications for the Independence Town Roads Rehabilitation Project and authorize the Interim Public Works Director to advertise for bids for the Project.

***SHERIFF***

17. Request approval of a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California Department of Parks and Recreation, Off-Highway Vehicle Grant Application."

18. Request approval to purchase one Cargo Trailer from Steamboat Trailers in an amount not to exceed $6,882 and one Off Highway Vehicle from Honda Yamaha in an amount not to exceed $10,053.

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

19. ***BOARD OF SUPERVISORS – Supervisor Matt Kinglsey*** – Request discussion and further consideration of ratifying a Contract between the County of Inyo and Chris Langley for provision of services as the Film Commissioner for the period of July 1, 2012 through March 31, 2013, in an amount not to exceed $30,000; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

20. ***TREASURER-TAX COLLECTOR*** – Request approval of the Inyo County Treasury Investment Policy as submitted.

21. ***CHILD SUPPORT SERVICES*** – Request approval of the Contract between the County of Inyo and Catherine Denevi for part-time hourly attorney services for the period of March 1, 2013 through December 31, 2013, in an amount not to exceed $20,000; and authorize the Chairperson to sign. *(4/5 vote required.)*

22. ***HEALTH AND HUMAN SERVICES - Behavioral Health Services*** – Request Board ratify Amendment No. One to the Contract between the County of Inyo and Country Villa Merced Behavioral Health (for residential placement for adults in a locked facility and Mental Health Rehabilitation Centers) increasing the Contract by $35,000 for a total amount not to exceed $65,000 for the period of July 1 2012 through June 30, 2013; and authorize the Chairperson to sign.

23. ***HEALTH AND HUMAN SERVICES – Health Services*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for an A-Par Registered Nurse (RN) or Public Health Nurse (PHN) position exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one A-Par RN at Range PT078 ($26.77 – $32.55/hour) or one A-Par PHN at Range PT080 ($28.06 – $34.14/hour), depending upon qualifications.

24. ***HEALTH AND HUMAN SERVICES – Eastern Sierra Agency on Aging and Inyo County's I.C. Gold Program*** – 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.

25. ***PROBATION*** - Request Board ratify and approve the Contract between the County of Inyo and the University of Cincinnati, School of Criminal Justice, for training on Effective Practices for Correctional Supervision (EPICS) to the Probation Officers for the period of December 1, 2012 through June 30, 2013, in an amount not to exceed $18,000, contingent upon the Board's approval of the 2012-13 mid-year budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

26. ***PLANNING*** – Request Board receive a presentation from Mammoth Lakes Housing, provide comments and direction.

27. ***PLANNING*** – Request Board receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

28. ***COUNTY ADMINISTRATOR – COUNTY COUNSEL – PUBLIC WORKS*** – Request approval of the First Amendment to the License Agreement for Use of County Land for Node Sites, Community Services Cabinet Sites, Anchor Sites, and For Use of County Rights of Way for Underground Fiber Optic Transmission Lines with California Broadband Cooperative, Inc., ; and authorize the Chairperson to sign.

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

30. ***COUNTY ADMINISTRATOR – Parks*** – Request approval of the Concession Agreement Between the County of Inyo and Brown's Supply, Inc., for the operation and maintenance of the Schober Lane Campground; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

31. ***COUNTY ADMINISTRATOR – Library*** – Request Board modify open hours in the Bishop, Big Pine, and Lone Pine Branches to provide additional time for families and students to access library services, pursuant to the request of the Inyo County Superintendent of Schools Terry McAteer.

32. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meetings as follows: A) Regular meeting of January 15, 2013; B) Special Meeting of January 22, 2013; and C) Special Meeting of January 24, 2013.

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

*1:00 p.m.* 33. ***COUNTY ADMINISTRATOR – Museum*** – Request Board A) review and approve the second round of 13 Community Project Sponsorship Program Grant awards for 2012-13 recommended by the Community Project Sponsorship Program Grant Review Panel and in the amounts recommended by the Panel in a total amount of $80,000; and B) authorize the County Administrator to sign contracts with the FY 2012-13 Community Project Sponsorship Program applicants in the amounts approved by the Board, contingent upon the appropriate signatures being obtained.

34. ***WATER DEPARTMENT*** – Request Board A) receive a briefing on the Lower Owens River Project Post-Implementation Funding Agreement; and B) provide direction to the County's Standing Committee representatives concerning items on the attached Agenda for the February 8, 2013 Standing Water Committee Meeting to be held in Independence.

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

35. ***CHILD SUPPORT SERVICES*** - Request Board conduct a workshop on the Child Support Services Department.

36. ***HEALTH AND HUMAN SERVICES – Inyo County - Growing Older, Living With Dignity (IC GOLD) Program and Eastern Sierra Area Agency on Aging (ESAAA)*** - Request Board conduct a workshop on the senior services programs.

***CORRESPONDENCE - ACTION***

***BOARD MEMBERS AND STAFF REPORTS***

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

37. ***PUBLIC COMMENT***

***CLOSED SESSION***

38. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** – *PROMINENT SYSTEMS, INC., a California Corporation, v. EASTERN SIERRA ENGINEERING, P.C., a Nevada Corporation; COUNTY OF INYO, a political subdivision of the State of California,* Superior Court of the State of California for the County of Los Angeles BC498144.

39. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** – *RDO Construction Equipment Co., dba B & B Equipment Rental by RDO Equipment Co., V Prominent Systems, Inc., County of Inyo, et al* – Superior Court of the State of California for the County of Riverside, Western Division RIC1202660.

40. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** – *City of Los Angeles, Department of Water and power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution.

41. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** – *Application for Certification for the HIDDEN HILLS SOLAR ELECTRIC GENERATING SYSTEMS* – Before the Energy Resources Conservation and Development Commission of the States of California Docket No. 11-AFC-02 (Bright Source).

42. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(b)(3)]*** – significant exposure to potential litigation (one case).

43. ***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.

44. ***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.

45. ***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.

46. ***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.

47. ***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.

48. ***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***

49. ***ENVIRONMENTAL HEALTH*** – Proposition 65 Report of a gasoline spill at the Vons Gas Station in Bishop.

50. ***PUBLIC WORKS – Northern Inyo Airport Advisory Committee*** – Agenda for the February 4, 2013 meeting.

51. ***LICENSES*** – Notice of Intention to Engage in the Sale of Alcoholic Beverages for Raymonds in Bishop.

Draft AGENDA

# INYO COUNTY/LOS ANGELES STANDING COMMITTEE

11:00 a.m.

February 8, 2013

Independence, California

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

1) **Action Item:** Approval of documentation of actions from November 8, 2012 meeting and modification to item #3.

2) Runoff and operations update

3) Report on status of Technical Group evaluation of enhancement/mitigation projects

4) Report on status of Lower Owens River Project Recreational Use Plan

5) Report on Technical Group approval of Lower Owens River Project Annual Report

6) **Action Item:** Resolution of issue Regarding LORP Work Plan and Budget

7) Public Comment

8) Confirm schedule for future Standing Committee meetings

9) Adjourn

**Standing Committee meeting protocols (Adopted May 11, 2011)**

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

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

The LTWA further provides that:

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

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

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.

2. A Chairperson from the hosting entity will be designated for each meeting.

3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.

4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.

5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.

6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.

7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.

8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.

9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.

10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
**AGENDA NUMBER**
5

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** County Administrator
By: Patricia Gunsolley, Assitant Clerk of the Board

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Various Board Appointments

***DEPARTMENTAL RECOMMENDATION:*** - Request Board make yearly appointments as recommended by the Chairperson, Supervisor Linda Arcularius as follows:

A) Supervisor Linda Arcularius to the Great Basin Air Pollution Control District Board for Form 806 reporting, and to the BLM Steering Committee and the Mental Health Advisory Board as the alternate;

B) Supervisor Jeff Griffiths to the Local Agency Formation Commission for Form 806 reporting; and to the Child Care Planning Council as the Alternate;

C) Supervisor Rick Pucci to the Local Agency Formation Commission and to the Great Basin Air Pollution Control District Board as the alternate, for Form 806 reporting;

D) Supervisor Mark Tillemans to the Local Agency Formation Commission as the alternate, for Form 806 reporting; and

E) Supervisor Matt Kingsley to the Great Basin Air Pollution Control District Board for Form 806 Reporting, and to the Standing Committee as the alternate.

***SUMMARY DISCUSSION:*** - The aforementioned noted appointments are to boards and agencies that pay a stipend to their members, necessitating a different approval mechanism than most annual appointments that requires the completion of Form 806, Agency Report of Public Official Appointments. This form has been posted on the County's website as required and once the Board confirms these appointments the Form will be updated. Additionally, there has been requests to add alternate appointments to several of the Committees, Commissions, and Boards that have Board representation and those recommendations are also noted.

***ALTERNATIVES:*** - N/A

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

***FINANCING:*** - No fiscal impact.

**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 Assistant Clerk of the Board.)* Approved: _____ Date_____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____ |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received)_____ Date: 1-29-13

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

6

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Supervisor Jeff Griffiths

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Appointment of Second District Planning Commissioner

***DEPARTMENTAL RECOMMENDATION:*** Request Board reappoint Ms. Cynthia (Little) Wahrenbrock as the Second District Planning Commissioner, to complete an unexpired four-year term ending January 4, 2017. *(Notice of vacancy resulted in request appointment being received from Ms. Wahrenbrock).*

***SUMMARY DISCUSSION:*** The terms of the Inyo County Planning Commissioners coincide with those of the Board of Supervisors. In order to fill the vacancy of the Second District Planning Commissioner when the term ended on January 4, 2013, I requested that a notice of vacancy be published in accordance with the Board's policy and received one request for reappointment from Ms. Cynthia (Little) Wahrenbrock. Ms. Wahrenbrock is a resident of the Second District, has been serving as the Second District Planning Commissioner, and I am pleased to request our Board appoint Ms. Wahrenbrock to the Inyo County Planning Commission representing the Fifth District to complete an term ending January 4, 2017.

***ALTERNATIVES:*** N/A

***OTHER AGENCY INVOLVEMENT:*** -

***FINANCING:*** - There are no fiscal impact associated with this action.

| 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.)*<br>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.)*<br>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.)<br>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)

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

7

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Supervisor Mark Tillemans

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Appointment of Fourth District Planning Commissioner

***DEPARTMENTAL RECOMMENDATION:*** Request Board reappoint Mr. Ross Corner as the Fourth District Planning Commissioner, to complete a four-year term ending January 4, 2017. *(Notice of Vacancy resulted in one request for appointment being received from Mr. Corner).*

***SUMMARY DISCUSSION:*** The terms of the Inyo County Planning Commissioners coincide with those of the Board of Supervisors. In order to fill the vacancy of the Fourth District Planning Commissioner when the term ended on January 4, 2013, I requested that a notice of vacancy be published in accordance with the Board's policy and received one request for appointment from Mr. Ross Corner. Mr. Corner is a resident of the Fourth District, has been serving as the Fourth District Planning Commissioner, and I am pleased to request our Board appoint Mr. Ross Corner to the Inyo County Planning Commission representing the Fourth District to complete an term ending January 4, 2017.

***ALTERNATIVES:*** N/A

***OTHER AGENCY INVOLVEMENT:*** -

***FINANCING:*** - There are no fiscal impact associated with this action.

| 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.)*<br>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.)*<br>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.)<br>Approved:_____ Date_____ |

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

For Clerk's Use Only:
**AGENDA NUMBER**
8

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Supervisor Matt Kingsley

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Appointment of Fifth District Planning Commissioner

***DEPARTMENTAL RECOMMENDATION:*** Request Board reappoint Mr. Paul Payne as the Fifth District Planning Commissioner, to complete an unexpired four-year term ending January 4, 2017. *(Notice of vacancy resulted in request appointment being received from Mr. Payne).*

***SUMMARY DISCUSSION:*** The terms of the Inyo County Planning Commissioners coincide with those of the Board of Supervisors. In order to fill the vacancy of the Fifth District Planning Commissioner when the term ended on January 4, 2013, I requested that a notice of vacancy be published in accordance with the Board's policy and received one request for reappointment from Mr. Paul Payne. Mr. Payne is a resident of the Fifth District, has been serving as the Fifth District Planning Commissioner, and I am pleased to request our Board appoint Mr. Paul Payne to the Inyo County Planning Commission representing the Fifth District to complete an term ending January 4, 2017.

***ALTERNATIVES:*** N/A

***OTHER AGENCY INVOLVEMENT:*** -

***FINANCING:*** - There are no fiscal impact associated with this action.

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

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) _____ Date: 1/23/13
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
**AGENDA NUMBER**
9

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** February 5, 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 Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

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

***ALTERNATIVES:*** N/A

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

***FINANCING:*** N/A

| APPROVALS | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*<br>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.)*<br>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.)<br>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)

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

10

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Tire Amnesty Grant

***DEPARTMENTAL RECOMMENDATION:***
Authorize County Administrative Officer to sign authorization letter for RCRC-ESJPA regional agency Tire Amnesty Grant.

***SUMMARY DISCUSSION:***
As a member county of the Regional Council of Rural Counties (RCRC) Environmental Services Joint Powers Agreement (ESJPA) the County of Inyo can be apply for the 2013 Tire Amnesty Grant through CalRecycle as a regional agency. The RCRC-ESJPA will apply for the grant and divide the grant moneys between multiple RCRC-ESJPA member counties that choose to be part of this grant application. If awarded the Tire Amnesty Grant the County of Inyo will be able to hold up to three (3) separate two (2) day tire amnesty events at three (3) Inyo County landfills and one (1) transfer station between July 2013 and May 2015. This Tire Amnesty Grant will be awarded as one lump sum up to $100,000 to a regional agency to cover personnel and transportation/pickup costs directly associated with performing tire amnesty events.

***ALTERNATIVES:***
The County of Inyo Integrated Waste Management Program currently charges landfill customers $9 per tire, we could choose not to provide amnesty days in the future, although tire amnesty is very popular with the community. The County of Inyo can apply for the grant on its own, but part of the requirement to be awarded the grant is to be able to perform the event for $5 or less per tire, but due to the high cost of transportation from this area to tire disposal areas Inyo County has yet been able to perform a tire amnesty day for $5 or less per tire. As part of the ESJPA regional grant our costs are averaged along with counties in other parts of California that have much lower Tire Amnesty costs.

***OTHER AGENCY INVOLVEMENT:***
Alpine County, Colusa County, Mariposa County, Sierra County, Tuolumne County, Regional Council of Rural Counties Environmental Services Joint Powers Agreement

***FINANCING:***
Integrated Waste Management Program Staff will assist the RCRC ESJPA with administrative tasks associated with applying for this grant. If the grant is approved the County of Inyo will be reimbursed for all personnel costs associated with the Tire Amnesty Days along with the cost of hauling and proper disposal of the tires

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

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received)_____ Date: 1-31-13
(The Original plus 20 copies of this document are required)

KEVIN D. CARUNCHIO
*County Administrative Officer*

TEL: (760) 878-0292
FAX: (760) 878-2241
E-mail: kcarunchio@inyocounty.us

# COUNTY OF INYO

ADMINISTRATOR'S OFFICE
P. O. Drawer N
INDEPENDENCE, CALIFORNIA 93526

February 5, 2013

Carla Repucci
Waste Tire Amnesty Grant Program Manager
Department of Resources Recycling & Recovery
1001 I Street
Sacramento, CA 95812-4025

RE:Letter of Authorization for ESJPA as Lead Agency under Waste Tire Amnesty Grant Program TA1

I am Kevin Carunchio of Inyo County. I am authorized to contractually bind the County of Inyo. Pursuant to this authority, I hereby authorize the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) to submit a regional application and act as Lead Agency on behalf of the County of Inyo. The ESJPA is hereby authorized to execute all documents necessary to implement the grant under the Local Government Waste Tire Amnesty Grant Program, TA1.

Kevin D. Carunchio
County Administrative Officer
163 May St
Bishop, CA 93514

# 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:** County Administrator – Information Services

**FOR THE BOARD MEETING OF:** **February 5, 2013**

**SUBJECT:** Authorization to Purchase Server Class Computers for the Property Tax Management System

***DEPARTMENTAL RECOMMENDATION:***

Request your Board authorize the purchase of two server class computers from Dell in an amount not to exceed $22,058.

***SUMMARY DISCUSSION:***

In December, 2012, in an effort to reduce the risk and increase the functionality and effectiveness of the County's property tax processing, the Board authorized the Property Tax Management System project. The project involves the implementation of computer software and hardware.

The vendor recommended minimum hardware specifications based on the estimated property tax related transaction volumes at the County. Information Services researched options available and determined that the Dell Power Edge R720 met or exceeded the specifications recommended by the vendor. In an effort to provide a development/testing environment as well as on-site redundancy, the purchase of two identical servers is recommended.

Dell products are available through the Western States Contract Alliance (WSCA), and the prices provided under Customer Agreement WSCA-B27160 is in compliance with Inyo County Purchasing Policy per section III (B)(5).

***ALTERNATIVES:***

Your Board could choose not to approve this request, however; the hardware is pivotal to the property tax management system. Your Board could direct staff to evaluate other hardware solutions or direct that the vendor provide the necessary hardware; it is emphasized that other hardware solutions have been evaluated and that hardware provided by the vendor has been evaluated as being more costly.

***OTHER AGENCY INVOLVEMENT:***

While the project affects many County offices and County taxpayers, the Assessor's Office, Auditor's Office and tax Collector's office are the other agencies presently most impacted by this project.

***FINANCING:***

Funding for these computers is available in the Board approved FY 2012-13 Property Tax Upgrade 011804, Object Code ~~5669~~ 5700 (Fixed Assets).

| 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 1/30/2013 |
| 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 1/31/13 |
| 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: 1/31/13

# 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:** County Administrator – Information Services

**FOR THE BOARD MEETING OF:** ~~January 8, 2013~~ FEBRUARY 5, 2013

**SUBJECT:** Pitney Bowes Postage Machine Rental and Service Agreement

***DEPARTMENTAL RECOMMENDATION:***

Request A) Approve a mail metering system rental and service agreement with Pitney-Bowes for a postage metering unit (includes primary and backup equipment located in Independence) in an amount not to exceed $33,548 over a period of 60 months from the date of the Agreement (approximately $560 per month) contingent on approval of future budgets and C) Authorize the chairperson to sign.

***SUMMARY DISCUSSION:***

Presently Pitney Bowes equipment is used to meter and stamp more than 120,000 pieces of County generated mail annually out of the Independence Central Services office. The current agreement for the high-volume equipment (and backup meter) located in Independence will expire January 2013.

In October 2012, Information Services issues a Request for Proposal (RFP-IS-201202) as a vehicle for evaluating postage meter machine offerings in support of mail processing with the intent of selecting a single vendor. Two vendors responded to the RFP: CCI Central [$47,940] and Pitney Bowes [$33,548]. Pitney Bowes is the recommended solution as the apparent low bidder.

The rental agreement includes equipment and software maintenance.

***ALTERNATIVES:***

Your Board could choose to have mail-processing options for the Independence location further evaluated; evaluate Agreements for terms other than five-years; or abolish centralized mail processing.

***OTHER AGENCY INVOLVEMENT:***

All County departments are affected.

***FINANCING:***

The cost of the equipment rental and services is in the approved FY2012/13 Information Services budgets [011801-5281]. Funding for subsequent fiscal years will be requested in the Information Services budget for those years.

| APPROVALS | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/20/2012 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 1/24/13 |
| 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: 1/30/13

# PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
# STATE & LOCAL FAIR MARKET VALUE LEASE

Agreement Number

## Your Business Information

COUNTY OF INYO

| Full Legal Name of Lessee | DBA Name of Lessee | Tax ID # (FEIN/TIN) | |
|---|---|---|---|
| PO BOX 477 | INDEPENDENCE | CA | 93526-0477 |
| Billing Address: Street | City | State | Zip+4 |
| | | 16110881881 | |
| Billing Contact Name | Billing Contact Phone # | Billing CAN # | |
| 168 N EDWARDS ST | INDEPENDENCE | CA | 93526 |
| Installation Address *(If different from billing address)* : Street | City | State | Zip+4 |
| | | 46193580209 | |
| Installation Contact Name | Installation Contact Phone # | Installation CAN # | |
| Fiscal Period *(from - to)* | Customer PO # | Delivery CAN # | |

## Your Business Needs

| Qty | | Business Solution Description |
|---|---|---|
| | | **Mail Stream Solution - 1** |
| 1 | # | Connect+ 2000 Series |
| 1 | | Connect+ Series Meter |
| 1 | | 180/115 LPM Feature |
| 1 | | 30 lb Interfaced Weighing |
| 1 | | 100 Dept Accounting |
| 1 | | Mono Graphics Printing |
| 1 | | Standard Apps Center |
| 1 | # | Connect+ 2000 Mono Printer |
| 1 | # | Connect+ Power Stacker |
| 1 | | IntelliLink Subscription |
| | | Additional Items on following page 1.1 |

**Check items to be included in customer's payment**

[X] **Service Level Agreement**
Tier 2 - Provides Standard SLA plus Training and printhead replacement
Connect+® Advantage - *Eligible items are indicated by #*

[ ] **Software Maintenance (additional terms apply)** - *Provides revision updates & technical assistance*

[X] **Soft-Guard® Subscription** - *Provides postal and carrier updates*
If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.

[X] **IntelliLink® Subscription/ Meter Rental** - *Provides simplified billing and includes postage resets*
( ) **Value Based Services**
( ) **Purchase Power® credit line**

[ ] **Permit Mail Payment Service** - *Allows you to consolidate permit postage with metered postage under one account.* As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.

[ ] **YES PBGFS ValueMAX® Program**
**(x) No Enrollment** (I will provide proof of insurance within the next 30 days as noted in paragraph L9)

## Your Payment Plan

| Number Of Months | | Monthly Amount | Billed Quarterly At* |
|---|---|---|---|
| First | 60 | $559.12 | $1677.36 |

**Does not include any applicable taxes.*

( ) Required advance check of $( ) received
Tax Exempt# State Tax *(If applicable)*
( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

## Your Signature

**Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.**

**You agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 3/12), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee.**

| Customer Signature | Date | |
|---|---|---|
| Print Name | Title | Email Address |

## Sales Information

| Bill Walter | 030 | |
|---|---|---|
| Account Rep Name | District Office | PBGFS Acceptance |



PBGFS SLG FMV Lease Agreement (Version 4/12)
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# PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
# STATE & LOCAL FAIR MARKET VALUE LEASE

Agreement Number

## Your Business Information

COUNTY OF INYO

| Full Legal Name of Lessee | DBA Name of Lessee | Tax ID # (FEIN/TIN) | |
|---|---|---|---|
| PO BOX 477 | INDEPENDENCE | CA | 93526-0477 |
| Billing Address: Street | City | State | Zip+4 |
| | | 16110881881 | |
| Billing Contact Name | Billing Contact Phone # | Billing CAN # | |
| 168 N EDWARDS ST | INDEPENDENCE | CA | 93526 |
| Installation Address *(If different from billing address)* : Street | City | State | Zip+4 |
| | | 46193580209 | |
| Installation Contact Name | Installation Contact Phone # | Installation CAN # | |
| Fiscal Period *(from - to)* | Customer PO # | Delivery CAN # | |

## Your Business Needs

| | # | |
|---|---|---|
| 1 | # | 15/30 lb Weighing Platform |
| | | **Mail Stream Solution - 2** |
| 1 | | DM300C Digital Meter System |
| 1 | | IntelliLink Interface / PSD for DM300C/ DM400C/DM450C |
| 1 | | 5 lb Integrated Weighing |
| 1 | | INVIEW 300 Dept Accounting Upgrade |
| 1 | | Integrated Weighing Platform |
| 1 | | IntelliLink Subscription |


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LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in advance each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

(a) enter into a new lease with us;

(b) purchase the Equipment "as is, where is" for fair market value; or

(c) Release the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted to Pitney Bowes. Pitney Bowes will be responsible for all delivery and removal charges at the commencement and end of the term of this lease and for equipment that is replaced due to malfunction. You will be responsible for removal and delivery charges associated with relocations you request.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

(a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.

(c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-243-9506 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L9.2 ValueMAX Program.

(a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

(b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).

(c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.

(d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

(e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.

(f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations),


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you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.


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# PITNEY BOWES TERMS

## GENERAL TERMS

The following provisions apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney Bowes.

**G1. HOW TO CONTACT US**

G1.1 To obtain Maintenance Service, please either:
(a) place a request for service on PBI's website at www.pb.com, under Customer Support; or
(b) call PBI's toll-free response center (the "Customer Care Center") at 1-800-522-0020 (Monday - Friday, 8am – 8pm ET, excluding PBI-observed holidays).

G1.2 In the event you wish to cancel your Meter rental or you do not wish to renew your Maintenance Service after the Initial Term, please send written notice by mail to: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. (See Section S4.3 for details).

G1.3 To cancel your Soft-Guard® Subscription, please contact us at 1-800-228-1071 (Monday – Friday, 8:30am - 5:30pm CT, excluding PBI-observed holidays).

**G2. DEFINITIONS**

The following terms mean:

"*Agreement*" - the Order, any applicable terms and conditions referred to in the Order and any attached exhibits.

"*Bank*"- The Pitney Bowes Bank, Inc.

"*Consumable Supplies*" - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

"*Covered Equipment*" - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any IntelliLink® Control Center or Meter, or any standalone software.

"*Delivery Date*" - the date the Equipment or other item is delivered to your location.

"*Effective Date*" - The date the PBGFS Agreement is signed by an authorized PBGFS employee.

"*Equipment*" - the equipment listed on the Order, excluding any IntelliLink Control Center or Meter, and any standalone software.

"*Initial Service Term*" - *Initial Service Term*" - the twelve (12) months immediately following the Install Date, or longer as provided on the Order.

"*Install Date*" - the date the Equipment or other item is installed at your location.

"*IntelliLink Control Center*" or "*Meter*" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+® mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"*Lease*" – the Order and the Lease terms and conditions attached to the Order.

"*Lease Term*" – shall have the meaning stated in the Lease.

"*Maintenance Service*" - the maintenance service tier for the Covered Equipment selected by you on the Order, excluding software maintenance.

"*Normal Working Hours*" - 8 a.m. – 5 p.m., Monday - Friday, excluding PBI-observed holidays, in the time zone where the Equipment or other items are located.

"*Order*" - the executed agreement between the applicable Pitney Bowes company and you for the equipment covered by the Order.

"*PBGFS*" - Pitney Bowes Global Financial Services LLC.

"*PBI*" - Pitney Bowes Inc.

"*PBI Equipment*" - PBI-branded equipment.

"*Pitney Bowes*" – PBI, PBGFS and their respective subsidiaries.

"*Shipment Date*" - the date the Equipment leaves our facility or our agent's facility for delivery to you.

"*SLA*" - the Service Level Agreement.

"*SOW*" – a Statement of Work you enter into with us.

"*Third Party Equipment*" - equipment manufactured by a party other than us.

"*We*," "*Our*," or "*Us*" – the Pitney Bowes company with whom you've entered into the Order.

"*You*," "*Your*," or "*Customer*" – the entity identified on the Order.

**G3. WARRANTY**

G3.1
(a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of ninety (90) days from the Install Date (the "Warranty Period").
(b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
(c) **As your sole remedy in the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Maintenance Service, reperform the Maintenance Service.**
(d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
(e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit provided by you, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
(f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
(g) The warranty does not cover Consumable Supplies.

G3.2 **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED.**

G3.3 *THIRD PARTY EQUIPMENT*. PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE.

**G4. LIMITATION OF LIABILITY**

G4.1 PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU TO PBI FOR THE APPLICABLE EQUIPMENT OR SERVICES IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM, EXCEPT FOR THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SLA TIER 3 (SEE SECTION S2.3 OF THE SLA).

G4.2 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.

G4.3 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR


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GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

**G5. DEFAULT AND REMEDIES**

G5.1 Default. You are in immediate default if you do not make any payment when due, you breach any other obligation under this Agreement, you become insolvent or file for bankruptcy, or are in default under any agreement PBI or PBGFS has with you related to the Equipment that is the subject of the Lease.

G5.2 Remedies. Upon your default, we may:

(a) cancel this Agreement and any other agreements PBGFS or PBI has with you related to the Equipment that is the subject of the Lease;

b) require immediate payment of all payments due under a Lease(s) or other agreements PBI or PBGFS has with you related to the Equipment that is the subject of the Lease, whether accrued or due in the future;

(c) disable the IntelliLink Control Center or Meter;

(d) require you to return the Equipment and IntelliLink Control Center or Meter;

(e) if you do not return the Equipment and IntelliLink Control Center or Meter, require you to make immediate payment of an amount equal to the remaining value of the Equipment, IntelliLink Control Center or Meter at the end of the Lease Term, as determined by us;

(f) charge you a late charge for each month that your payment is late;

(g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law;

(h) charge you a check return fee for payments made by you with insufficient funds;

(i) reasonably attempt to mitigate our damages and costs in the event of your default, although you acknowledge that we are not obligated to do so; and

(j) pursue any other remedy, including repossessing the Equipment without notice to you. By repossessing the Equipment, IntelliLink Control Center or Meter, we are not waiving our right to collect the balance due.

G5.3 Enforcing Our Rights. You agree to pay all our costs, including attorneys' fees, in enforcing our rights under the Agreement with you.

G5.4 Suspension of Services. PBI reserves the right to suspend any services during any period in which your account is more than thirty (30) days past due.

**G6. TAXES**

G6.1 You agree to pay Pitney Bowes for all charges and taxes (other than taxes on or measured by net income), calculated as set forth below, related to the Lease or based on or measured by the lease transaction, payments under the Lease, the Equipment or Equipment location, the Meter or Meter location or services provided in connection with the lease transaction, including but not limited to sales/use and property type taxes. Pitney Bowes will determine the value of the Equipment, the value of the Meter and the amount of such taxes to be charged to you. Such determinations will reflect a reasonable value of the Equipment or of the Meter or the actual taxes and depreciation thereon. The taxes and depreciation to be charged on the Equipment and the Meter may reflect certain average tax rates, different depreciation schedules or some other calculation. You agree to pay a processing, billing and tracking fee and administrative charge to be determined by Pitney Bowes which may not bear a relationship to the tax charged or services performed, but such fee and charge shall in no event exceed in the aggregate $35 for each year for each Lease schedule.

**G7. EMBEDDED SOFTWARE**

G7.1 Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

**G8. INTERNET ACCESS POINT**

G8.1 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

**G.9. MISCELLANEOUS**

G9.1 Force Majeure. We are not responsible for any delay or failure to perform resulting from causes beyond our control.

G9.2 Assignment. You may not assign this Agreement without our prior written consent, which consent shall not be unreasonably withheld. Any purported assignment is void assignment is void.

G9.3 No Right to Setoff. Payments are not subject to setoff or reduction.

G9.4 Legal Action. ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

G9.5 Merger; Amendment; Severability. The Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement. You may use a purchase order to offer to obtain Equipment or services but you agree that none of the provisions of your purchase order will add to, modify or supersede these provisions unless we expressly agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.

G9.6 Survival. Our respective rights and obligations under Section G4 (Limitation of Liability), G5 (Default and Remedies) and G6 (Taxes) survive termination of the Agreement.

G9.7 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to its conflicts of laws principles.

**SERVICE LEVEL AGREEMENT (SLA)**

The following provisions describe the Service Level Agreement ("SLA") tiers that PBI offers on Covered Equipment (excluding software). The SLA tier you select will be listed on the Order. A separate Software License and Maintenance Agreement ("SMA") covers software maintenance and will be attached to the Order if you are acquiring software.

**S1. DEFINITIONS**

All capitalized terms that are not defined in these provisions are defined in the "Definitions" section of the General Terms.

**S2. SERVICE LEVEL TIERS**

The following describes the three SLA tiers offered by PBI for the Covered Equipment.

S2.1 Tier 1

(a) *General*. Under Tier 1, PBI will provide at its option either repair or replacement services for the Covered


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Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S4.2) (the "Maintenance Service Term"). You are also entitled to two preventative maintenance service calls per calendar year. PB will notify you when preventative maintenance is due or preventative maintenance service calls may be made at your initiation.

(b) *Obtaining Service*. You can obtain service online or by telephone as set forth in the "How to Contact Us" section of the General Terms.

(c) *Replacement Service*.
- (i) If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment.
- (ii) Within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
- (iii) You are responsible for the return of Covered Equipment until PBI receives it.

(d) *Repair Service*.
- (i) If PBI determines that repair service is necessary, PBI may provide repair by remote access, diagnostics and coordinated remote service, or by on-site repair service.
- (ii) Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
- (iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
- (iv) If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.

S2.2 Tier 2

(a) If you select Tier 2, we will provide the following support:
- (i) All coverage provided under Tier 1, PLUS:
- (ii) *Ongoing Equipment Training Services*. PBI will provide the following training. PBI will schedule the training at a time convenient for you and PBI. Training will include an overview for the operator(s) on how to use the Covered Equipment. The number of training sessions that are included during each twelve (12) month period during the Maintenance Service Term are as follows:
  - (1) Mail finishing products (which includes Meters and scales) - up to six (6) training sessions;
  - (2) Mail finishing accounting software solutions - up to four (4) training sessions;
  - (3) Mail creation hardware products (which includes tabletop folders, tabletop inserters, and address printers) - up to four (4) training sessions; and
  - (4) Distribution solutions hardware products - up to four (4) training sessions.
- (iii) *Additional Covered Items*. PBI will provide printheads for Meters or Covered Equipment without additional charge.

S2.3 Tier 3

(a) If you select Tier 3, PBI will provide the following support:
- (i) All coverage provided under Tier 1 and Tier 2, PLUS:
- (ii) *Preventive Maintenance Services*.
  - (1) PBI will perform maintenance on the Covered Equipment at regular intervals.
- (iii) *Response Time Commitment*.
  - (1) If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site within four (4) hours (during Normal Working Hours only) of PBI's receipt of the call at the Customer Care Center (the "Response Time Commitment").
  - (2) The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.
  - (3) The Response Time Commitment does not apply to Service designated as service by replacement, software maintenance, preventive maintenance, operator training, or other services not essential to repair the Covered Equipment. These services will be scheduled in advance.
  - (4) If the Covered Equipment is moved from its original location, PBI may remove the Response Time Commitment. If this happens, you will receive a refund equal to the difference between the cost of the Response Time Commitment and the cost of maintenance coverage without this obligation.
- (iv) *Liquidated Damages for Failure to Meet Response Time*.
  - (1) PBI agrees that if it does not meet the Response Time Commitment, PBI will provide you with a credit equal to six (6) months of the cost of the premium of the Response Time Commitment.
  - (2) You must use a credit request form in order to request a credit. You may obtain a credit form from your service technician or by calling the Customer Care Center. The credits are limited to credits for two (2) failures to meet the Response Time Commitment in any twelve (12) month period during the Maintenance Service Term. **The remedies described in this Section are your sole remedy for PBI's failure to meet the Response Time Commitment.**

S2.4 Connect+ Advantage

(a) If you select Connect+ Advantage, PBI will provide the following support:
- (i) All coverage provided under Tier 2 PLUS:
- (ii) If you select Tier 3 in addition to Connect+ Advantage, coverage provided under Tier 3.

(b) Connect+ Advantage is only available for items listed with a # next to the description.

**S3. FEES**

S3.1 You will pay the fees for the Initial Service Term, and any Renewal Service Term(s). These fees are incorporated into your payment cycle (e.g., Quarterly Payment for leased equipment).

S3.2 *Late Fees*. Our remedies for your failure to pay on time are set forth in the "Default; Remedies" section of the General Terms.

S3.3 *Fees for Services Not Covered by this SLA*. If the service technician provides service for repairs caused by one of the conditions listed in Section S6.1(a)(ii), PBI will charge you for the service at PBI's current hourly rates and for any required parts.

**S4. MAINTENANCE SERVICE**

S4.1 *Term*. PBI will provide you with Maintenance Service for the Initial Service Term and any Renewal Service Terms.

S4.2 *RENEWAL SERVICE TERM(S)*. MAINTENANCE SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:


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(a) YOU TERMINATE MAINTENANCE SERVICE AS SPECIFIED IN SECTION S4.3 AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL OF THE TERM; OR
(b) YOUR LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE MAINTENANCE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR
(c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.

S4.3 *Ending Your Maintenance Service*.
(a) If you do not wish to renew Maintenance Service, you must deliver a written notice (including your account number) (the "Termination Notice") by Certified Mail™ to the address listed in the "How to Contact Us" section of the General Terms. Your Termination Notice must include your customer account number and lease number (if applicable), and is effective ten (10) business days after PBI receives it.
(b) PBI reserves the right not to renew your SLA at any time and for any reason.

S4.4 *Maintenance Service Changes*.
(a) PBI may modify its Maintenance Service by giving written notice to you (a "Maintenance Change Notice"), which will state whether the change is material.
(b) After receiving a Maintenance Change Notice, if the change is material, you may terminate Maintenance Service as described in Section S4.3 above.

**S5. WARRANTIES; LIMITATION OF LIABILITY**

S5.1 The warranty for the Equipment and services as well as PBI's Limitation of Liability are set forth in the applicable section of the General Terms.

**S6. ADDITIONAL MAINTENANCE TERMS**

S6.1 These terms apply to all Maintenance Service tiers:
(a) Limitations. Maintenance Service does not include:
(i) software maintenance and/or updates; and
(ii) services and repairs that are made necessary due to:
(A) negligence or accident, damage in transit provided by you, virus contamination and loss of data;
(B) use of Covered Equipment in a manner not authorized by this SLA or the Equipment user guide;
(C) natural causes such as fire or flood as well as other causes outside of PBI's control;
(D) use of Covered Equipment in an environment with unsuitable humidity and/or line voltage;
(E) loss of electrical power, power fluctuation, operator error;
(F) sabotage, repair or attempted repair by anyone other than PBI;
(G) the use of third party supplies (such as ink), hardware, or software resulting in: (i) damage to the Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images;
(H) failure to use applicable software updates; or
(I) use of Covered Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.
(b) *Additional Exclusions*. Unless covered under one of the above maintenance tiers, Maintenance Service excludes the supply of rate program software for electronic scales and weighing systems, software maintenance and/or updates and consumable supplies for all levels of service, including printheads for Meters and IntelliLink Control Centers.
(c) *Replacement Equipment*.
(i) If you replace any of your Covered Equipment during the Maintenance Service Term, and the replacement Equipment qualifies for maintenance services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates.
(ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.
(iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Maintenance Service with respect to the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates.

**EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS**

The following provisions apply whenever you acquire an IntelliLink® Control Center or Meter from Pitney Bowes. Other terms may also apply, depending on the transaction.

**R1. DEFINITIONS**

All capitalized terms that are not defined in these provisions are defined in the "Definitions" section of the General Terms.

**R2. EQUIPMENT RENTAL AND INTELLILINK® SUBSCRIPTION (METER RENTAL)**

R2.1 *Fees*.
(a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and IntelliLink Subscription fees listed on the Order.
(b) After the Initial Term, we may increase the rental and IntelliLink Subscription fees upon 30 days' prior written notice.
(c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.

R2.2 *Postage*.
(a) To obtain postage for your Meter, you must contact our Postage By Phone® data center.
(b) You may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account that you maintain at the Bank ("your Reserve Account") or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See the "USPS Acknowledgment of Deposit" section of the General Terms for more information.
(c) After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.
(d) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power®), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your IntelliLink Subscription fees.

R2.3 *Meter Repair or Replacement*.
(a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, damage in transit provided by you, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than us, or the use of third party supplies (such as third party ink) resulting in damage to the Meter, we will repair or replace the Meter.

R2.4 *Terms of Use; Federal Regulations*.


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(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any user documentation and (iii) all USPS regulations.
(b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
(c) You agree to use only attachments or printing devices authorized by us.
(d) You must receive our written consent before moving the Equipment or Meter to a different location.
(e) Federal regulations require that we own the Meter.
(f) Tampering with or misusing the Meter is a violation of federal law.
(g) Activities of the USPS including the payment of refunds for postage by the USPS to customers will be made in accordance with the current Domestic Mail Manual.
(h) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to $10,000 (18 U.S.C. 1001) and a civil penalty of up to $5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.
(i) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to Us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
(j) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

R2.5 *Rate Updates and Soft-Guard® Program*.
(a) Your Meter or Equipment may require periodic rate information updates that you can obtain under our Soft-Guard program, or you will receive individual rate updates as a separate charge.
(b) If you have purchased a Soft-Guard Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation of the Equipment.
(c) We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change.
(d) Your Soft-Guard Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to Equipment relocation.
(e) If your Soft-Guard Subscription has expired, or if you have received the maximum number of rate updates under your Soft-Guard Subscription, you will be billed for any additional rate update you request.
(f) You can also renew the Soft-Guard Subscription by contacting PBI online or by telephone at the address and numbers set forth in the "How to Contact Us" section of the General Terms.

R2.6 *Warranty*.
(a) The warranty for the Equipment and services is set forth in the "Warranty" section of the General Terms.

R2.7 *Limitation of Liability*.
(a) PBI's limitation of liability is set forth in the "Limitation of Liability" section of the General Terms.

R2.8 *Collection of Information*.
(a) You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity.
(b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
(c) We may elect to share aggregate data about our customers' postage usage with third parties.

R2.9 *IntelliLink® Control Center/Meter Care and Risk of Loss.*
(a) You agree to take proper care of the IntelliLink Control Center and/or Meter(s) as stated in this Agreement and any user documentation.
(b) You assume all risk of loss or damage to the IntelliLink Control Center and/or Meter(s) while you have possession.

**R3. VALUE BASED SERVICES**

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

R3.1 *Fees*.
(a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.
(b) The USPS is solely responsible for its services.
(c) We are not responsible for any malfunctions of any part of the communication link connecting the IntelliLink Control Center with the USPS data system.

R3.2 *Ending the Value Based Services*. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified of it in writing.

**UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT**

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a lockbox bank (the "Lockbox Bank") for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account ("your Reserve Account") which you maintain at the Bank.

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may, from time to time, make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other customers. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.


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UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

**PURCHASE POWER® TERMS AND CONDITIONS**

The following provisions apply when you first enroll in the Purchase Power Program (the "Program"). Additionally, you will receive from us a set of more specific provisions within twenty (20) days of the date of this Agreement that will be more specifically tailored to your Purchase Power Account (the "Account") and will apply to your ongoing participation in the Program.

P1.1 *General*. (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) If you subscribe to the EasyPermitPostage® service, you may use the Purchase Power credit line to pay for permit postage and associated USPS fees.
(c) The Purchase Power credit line is a product of The Pitney Bowes Bank, Inc. (the "Bank") and is not available to individuals for personal, family, or household purposes.
P1.2 *Account Charges*. (a) Your Purchase Power Account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable.(b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including, without limitation, the fees and charges relating to: (i) transaction fees, if applicable; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks that you give to the Bank as payment of the Account.
P1.3 *Billing, Payments, and Collection*. (a) You will receive a billing statement for each billing cycle in which you have activity on the Account. The Bank reserves the right to deliver any statement electronically to the email address that is then on file for the Company.
(b) Payments are due by the due date shown on your billing statement.
(c) You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
P1.4 *Deferred Payment Terms*. (a) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (b) (i) The Annual Percentage Rate applicable to the Account will be: the greater of (a) 22% and (b) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). (ii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable.
(iii) Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iv) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2010, the daily periodic rate would be .049315% and the corresponding annual percentage rate would be 18.00%). (v) The Account balance that is subject to a finance charge each day will include (a) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (b) unpaid interest, fees, and other charges on the Account. (vi) The Bank will charge a minimum finance charge of $1.00 in any billing cycle if the finance charge as calculated above is less than $1.00. (vii) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (viii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit.
P1.5 *Account Cancellation and Suspension*. (a) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. (b) Cancellation or suspension will not affect your obligation to pay any amounts you owe.
P1.6 *Amendments; Electronic Delivery; Termination*. (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you or by electronic notice via the email address that is then on file for the Company. You are consenting to electronic delivery of any amendments to the Program terms. (b) Each time you use the Program, you are signifying your acceptance of the terms and provisions then in effect. (c) An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. (d) The Bank may terminate the Program at any time and will notify you in the event of any termination. (e) Any outstanding obligation will survive termination of the Program.
P1.7 *Governing Law*. The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.
P1.8 *USA PATRIOT Act*. (a) Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. (b) The Bank asks that you provide identifying information, including your address and taxpayer identification number. (c) The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her.

**PRESORTXTRA™ PROGRAM TERMS AND CONDITIONS**

The following provisions apply when you enroll in the Pitney Bowes PresortXtra Program and apply only to the services provided under the PresortXtra Program.

**X1. PBI'S RESPONSIBILITIES**
Depending on the service(s) you have selected on your PresortXtra qualification form, we will pick up your metered First-Class™ letters ("Letters"), First-Class flats ("Flats"), or both ("Program Mail"), provided to us and prepared by you in accordance with additional terms and conditions provided to you when you enroll in the PresortXtra Program ("Additional Terms and Conditions"). We will pick up your Letters and/or Flats at your designated location(s) and in accordance with the schedule we may mutually agree upon from time to time. We will sort this mail at one of our facilities. For Letters only, we will apply a United States Postal Service® ("USPS") "Move Update" process to your mail. We will deliver the mail to the USPS for final delivery. We will perform this service under this Agreement in accordance with accepted mail processing industry standards. EXCEPT AS OTHERWISE PROVIDED HEREIN, WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

**X2. CUSTOMER'S RESPONSIBILITIES**


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X2.1 Letters. As of the date of this Agreement: for Letters, you will meter your Program Mail at the USPS rates set forth in the Additional Terms and Conditions. NO REPRESENTATION IS MADE AS TO THE AMOUNT OF YOUR MAIL THAT WILL QUALIFY FOR PRESORT MAILING RATES, AND YOU WILL BE RESPONSIBLE FOR METERING YOUR PROGRAM MAIL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT REGARDLESS OF THE AMOUNT OF YOUR PROGRAM MAIL THAT QUALIFIES OR DOES NOT QUALIFY FOR PRESORT RATES. YOU HEREBY ASSIGN ANY AND ALL OF YOUR RIGHTS TO RECEIVE ANY POSTAGE REFUNDS OR REBATES BASED ON THE AMOUNT OF YOUR MAIL THAT QUALIFIES FOR ANY ADDITIONAL PRESORT MAILING RATES TO PBI (OR ITS SUBSIDIARIES) AND ALL SUCH REFUNDS OR REBATES WILL BECOME THE PROPERTY OF AND BE RETAINED BY PBI (OR ITS SUBSIDIARIES).

X2.2 Flats. You will prepare and process your Flats as described in the Additional Terms and Conditions. You are responsible for metering all Flats that meet the criteria detailed in the Additional Terms and Conditions at the current USPS 3 digit First-Class flat rate. You agree that we will invoice you through your Purchase Power Credit Line at the rate set forth in the Additional Terms and Conditions. We will bill you for the difference between the USPS regular flat rate and the 3 digit USPS First-Class flat rate for any Flats that do not comply with the requirements outlined in the Additional Terms and Conditions.

X2.3 General. You will have your Program Mail ready for pickup at your designated locations and in accordance with the schedule we mutually agree upon from time to time. You agree that time is of the essence with respect to each of your obligations for which time is a factor. You will ensure that your Program Mail complies with all applicable laws, rules and regulations, including but not limited to, all USPS regulations, and you will promptly execute any and all documents required by the USPS. You will ensure that your mail complies with the requirements set forth in the Additional Terms and Conditions.

**X3. GENERAL TERMS**

X3.1 Indemnification. In the event that we are subjected to any loss, expense, damage or liability due to your acts or omissions, including but not limited to any claims by any third parties, or fines or assessments imposed by the USPS or other governmental entities, you will indemnify and hold us harmless from such loss, expense, damage or liability, including our reasonable attorney's fees.

X3.2 Termination. We may discontinue providing the PresortXtra Program service upon one (1) business day's notice in the event you breach any of your obligations hereunder, including, but not limited to, those set forth in the Additional Terms and Conditions, and fail to cure such breach within ten (10) business days of written notice from us advising you of the nature of such breach. Either party may terminate with or without cause upon thirty (30) days' prior written notice, provided that you remain responsible for paying any outstanding invoice(s) after such discontinuation.

X3.3 Modification; Amendment. If the USPS adopts any new postal regulations, procedures, rates or incentives, we may modify or terminate this program upon fifteen (15) days prior written notice to you.

X3.4 Right to Subcontract. We may subcontract certain of our rights and/or responsibilities hereunder to third parties without your prior consent.


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

13

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** COUNTY COUNSEL

**FOR THE BOARD MEETING OF: FEBRUARY 5, 2013**

**SUBJECT: APPROVAL OF 2012 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORTS AND CONFLICT OF INTEREST CODES**

***DEPARTMENTAL RECOMMENDATION:***

1. Receive and approve the 2012 Conflict of Interest Code Biennial Reports from the following County Departments (Attachments A.1. through A.16.)

   A.1. Administration
   A.2. Public Administrator-Public Guardian
   A.3. Public Works

2. Receive and approve the Conflict of Interest Code for the following Departments (Attachments B.1.)

   B.1. Public Guardian-Public Administration

***CAO RECOMMENDATION:***

***SUMMARY DISCUSSION:***

Government Code § 87306.5 requires that the Inyo County Board of Supervisors, no later than July 1st of each even numbered year, direct every local governmental agency within the county, to review its Conflict of Interest Code and report to the Board no later than October 1, of each even numbered year. The report is a certification that the conflict of interest code has been reviewed and that either no changes need be made to the code or that certain changes need to be made as indicated. Inyo County Ordinance Number 931 (County Code section 2.83.050) imposes similar requirements upon each department of the County to conduct a biennial review of its conflict of interest code. On January 20, 2012, and June 27, 2012 the Office of County Counsel notified each county department within Inyo County, of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2012.

County Departments have reviewed their conflict of interest code and submitted their biennial report to the Board (Attachments A.1. through A.3. above). By this Agenda Request, the Board is asked to receive and approve these biennial reports. Additionally, in conducting their biennial review, one (1) department made necessary changes to their departmental conflict of interest codes (Attachment B.1.) and are seeking your Board's approval as the Local Agency Code Reviewing Body. We have reviewed the Biennial Reports and Conflict of Interest Codes submitted to your Board, and find them to be in accordance with legal requirements.

***ALTERNATIVES:***

If the Board feels that a biennial report is not accurate, it may direct that the report be returned to the originating county department for revision. Likewise, if the Board feels that a designated employee or the disclosure category set forth in the conflict of interest code, is not appropriate or in accordance with the requirements of the law, your Board may elect to return the conflict of interest code to the county department for further revision. The Board could also decline to approve and receive the biennial report or the conflict of

interest codes. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

***OTHER AGENCY INVOLVEMENT:*** n/a

***FINANCING:***
The recommended action results in no financial impact to the County of Inyo.

| **APPROVALS** | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* R. Ollen Approved: — Date 1.16.13 |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) R. Ollen Date: 1.16.13

dg:CIC/ARF.Depts020513

## 2012 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1) ☒ Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) ☐ Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- ☐ Include new positions which must be designated.
- ☐ Make changes to the reportable sources of income, investments, business positions, or real property.
- ☐ Make changes to the titles of positions assigned.
- ☐ Delete positions which have been abolished or changed.
- ☐ Change or add the provisions required by Government Code Section 87302.

Contact Person **Kevin D. Carunchio, County Administrative Officer**
Department **County Administration**
Mailing Address **P.O. Drawer N, Independence, CA 93526**
Date of Review of Departmental Conflict of Interest Code **JUNE 26, 2012**

Signature of Department Head

**Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.**

dg:CIC/Biennial.Depts12 111811

Exhibit A.1.

## 2012 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1) ☐ Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) ☒ Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- ☐ Include new positions which must be designated.
- ☒ Make changes to the reportable sources of income, investments, business positions, or real property.
- ☐ Make changes to the titles of positions assigned.
- ☐ Delete positions which have been abolished or changed.
- ☐ Change or add the provisions required by Government Code Section 87302.

Contact Person **PATRICIA BARTON**
Department **PUBLIC ADMINISTRATOR PUBLIC GUARDIAN**
Mailing Address **207 W. SOUTH STREET, BISHOP, CALIFORNIA 93514**
Date of Review of Departmental Conflict of Interest Code **11/30/2012**

Patricia Barton
Signature of Department Head

**Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.**

dg:CIC/Biennial.Depts12 111811

Exhibit A.2.

## 2012 DEPARTMENTAL CONFLICT OF INTEREST CODE BIENNIAL REPORT

Inyo County Ordinance No. 931 requires each department submit to the Board of Supervisors a biennial report identifying changes in its Conflict of Interest Code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval.

###

This department has reviewed its conflict of interest code and has determined that:

(1) [✓] Our department's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments. business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) [ ] Our department's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- ☐ Include new positions which must be designated.
- ☐ Make changes to the reportable sources of income, investments, business positions, or real property.
- ☐ Make changes to the titles of positions assigned.
- ☐ Delete positions which have been abolished or changed.
- ☐ Change or add the provisions required by Government Code Section 87302.

Contact Person Doug Wilson
Department Public Works
Mailing Address PO Drawer Q, Independence CA 93526
Date of Review of Departmental Conflict of Interest Code 11-5-12

Signature of Department Head

**Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.**

dg:CIC/Biennial.Depts12 111811

Exhibit A.3.

CONFLICT OF INTEREST CODE OF THE
Public Guardian - Public Administrator DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the **PUBLIC ADMINISTRATO** Department hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Employees holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each employee in a designated position shall file a statement of financial interests disclosing that employee's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the employee's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Director of the **PUBLIC ADMINISTRATOR PUBLIC GUARDIAN** Department may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All employee's required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Director of **PUBLIC ADMINISTRATOR PUBLIC GUARDIAN**.

(B) Time and Content of Filing.

The first statement filed by an employee in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement filed by an employee who assumes a designated position after the effective date of this Conflict of Interested Code, shall be filed within thirty (30) days after assuming such position with the County and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each employee in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income

received, any time during the previous calendar year or since the date the employee assumed the designated position during the calendar year. Every employee in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the employee's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An employee in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No employee in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

APPENDIX "A"
CONFLICT OF INTEREST CODE OF THE
Public Guardian - Public Administrator DEPARTMENT
COUNTY OF INYO, STATE OF CALIFORNIA

## DESIGNATED POSITIONS

| Designated Positions | Disclosure Category |
|---|---|
| PUBLIC ADMINISTRATOR PUBLIC GUARDIAN | 1,2,3 |
| DEPUTY PUBLIC ADMINISTRATOR PUBLIC GUARDIAN | 1,2,3 |

**APPENDIX "B"**

**CONFLICT OF INTEREST CODE OF THE**
**Public guardian Public Administrator DEPARTMENT**
**COUNTY OF INYO, STATE OF CALIFORNIA**

## DISCLOSURE CATEGORIES

Disclosure Category One (1):

Designated employees shall report as required by Government Code Section 87200 et seq.

Disclosure Category Two (2)

Designated employees shall report all investments, business positions, interest in real property, and sources of income.

Disclosure Category Three (3)

Designated employees shall disclose all investments, business positions, interest in real property or sources of income, regardless of where located, if the business entity in which the investment, or business position is held, the interest in real property, the income or source of income, is from any of the following businesses which have done business in Inyo County at any time during the two (2) years prior to the time the statement is filed, currently does any business in Inyo County, or currently has plans to do business in Inyo County:

1. Genereal Office Services
2. Office and Legal Supplies
3. Office equipment, Business Machines, Computer Hardware and Software

# 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:** COUNTY COUNSEL

**FOR THE BOARD MEETING OF:** **FEBRUARY 5, 2013**

**SUBJECT:** **APPROVAL OF 2012 LOCAL AGENCY CONFLICT OF INTEREST CODE BIENNIAL REPORTS AND CONFLICT OF INTEREST CODES**

## *DEPARTMENTAL RECOMMENDATION:*

1. Receive and approve the 2012 Conflict of Interest Code Biennial Reports from the following Local Agencies (Exhibit A.1. through A.3.).
   - A.1. Big Pine Unified School District
   - A.2. Bishop Unified School District – Golden State Virtual Academy
   - A.3. Round Valley Joint Elementary School District
   - A.4. Sierra North Community Service District

2. Receive and approve the Conflict of Interest Code for the following Local Agencies (Exhibit B.1.)
   - B.1. Big Pine Unified School District

## *SUMMARY DISCUSSION:*

Government Code § 87306.5 requires that the Inyo County Board of Supervisors, no later than July 1st of each even numbered year, direct every local governmental agency within the county, to review its Conflict of Interest Code and report to the Board no later than October 1, of each even numbered year. The report is a certification that the conflict of interest code has been reviewed and that either no changes need be made to the code or that certain changes need to be made as indicated. Inyo County Ordinance Number 931 (County Code section 2.83.050) imposes similar requirements upon each department of the County to conduct a biennial review of its conflict of interest code. On January 23, 2012 and June 27, 2012, the Office of County Counsel notified each local agency within Inyo County, of its obligation to review its conflict of interest code and file the required biennial report on or before October 1, 2012.

These listed local agencies have reviewed their conflict of interest code and submitted their biennial report to the Board (Exhibits A.1. through A.4. above). By this Agenda Request, the Board is asked to receive and approve these biennial reports. Additionally, in conducting their biennial review, one (1) local agency made necessary changes to their agency conflict of interest codes (Exhibit B.1.) and seeking your Board's approval as the Local Agency Code Reviewing Body. We have reviewed the Biennial Reports and Conflict of Interest Codes submitted to your Board, and find them to be in accordance with legal requirements.

## *ALTERNATIVES:*

If the Board feels that a biennial report is not accurate, it may direct that the report be returned to the originating Local Agency for revision. Likewise, if the Board feels that a designated employee or the disclosure category set forth in the conflict of interest code, is not appropriate or in accordance with the requirements of the law, your Board may elect to return the conflict of interest code to the Local Agency for further revision. The Board could also decline to approve and receive the biennial report or the conflict of interest codes. Such action, however, would be contrary to the Board's duties as the County's conflict of interest code approving body.

***OTHER AGENCY INVOLVEMENT:*** n/a

***FINANCING:*** The recommended action results in no financial impact to the County of Inyo.

| **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 1·17·13 |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received)_____ Date: 1·17·13

dg:CIC/ARF.Districts020513

# 2012 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

RECEIVED
NOV 06 2012
BY:

###

This agency has reviewed its conflict of interest code and has determined that:

(1) ☐ Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) ☒ Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

Include new positions which must be designated.

☐ Make changes to the reportable sources of income, investments, business positions, or real property.

☒ Make changes to the titles of positions assigned.

☒ Delete positions which have been abolished or changed.

☐ Change or add the provisions required by Government Code Section 87302.

Contact Person Terri Parks, Administrative Assistant
Agency Big Pine Unified School District
Mailing Address P.O. Box 908, Big Pine, CA 93513
Date of Review of School Districts Conflict of Interest Code October 10, 2012

Signature of Presiding Officer

**Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.**

dg:CIC/Biennial.SchoolDistrict12

120911

Exhibit A.1

# 2012 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

(1) [X] Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) [ ] Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- ☐ Include new positions which must be designated.
- ☐ Make changes to the reportable sources of income, investments, business positions, or real property.
- ☐ Make changes to the titles of positions assigned.
- ☐ Delete positions which have been abolished or changed.
- ☐ Change or add the provisions required by Government Code Section 87302.

Contact Person Barry Simpson
Agency Bishop Unified School District
Golden State Virtual Academy
Mailing Address 301, Bishop, CA 93514
Date of Review of School Districts Conflict of Interest Code September 18, 2012

Signature of Presiding Officer

**Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.**

dg:CIC/Biennial.SchoolDistrict10

122409

Exhibit A.2

# 2012 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

(1) [✓] Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) [ ] Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- ☐ Include new positions which must be designated.
- ☐ Make changes to the reportable sources of income, investments, business positions, or real property.
- ☐ Make changes to the titles of positions assigned.
- ☐ Delete positions which have been abolished or changed.
- ☐ Change or add the provisions required by Government Code Section 87302.

Contact Person Dan Moore
Agency Round Valley Joint Elementary School
Mailing Address 300 N. Round Valley Road, Bishop CA 93514
Date of Review of School Districts Conflict of Interest Code 03/2012

Dan Moore
Signature of Presiding Officer

**Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.**

dg:CIC/Biennial.SchoolDistrict12

120911

Exhibit A.3.

## 2012 LOCAL AGENCY BIENNIAL REPORT

Government Code Section 87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. Such reports shall be submitted to the Office of County Counsel for approval no later than October 1, of each even-numbered year. Once reviewed, the Office of County Counsel will submit all reports to the Board for their approval. You may use this form or you may prepare your own report. When completed, all reports must be mailed to:

County Counsel
County of Inyo
Post Office Box M
Independence, CA 93526

###

This agency has reviewed its conflict of interest code and has determined that:

(1) ☒ Our agency's code accurately designates all positions which make or participate in the making of governmental decisions; that the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and further that the code includes all other provisions required by Government Code Section 87302; or,

(2) ☐ Our agency's code is in need of amendment. We have determined that the following amendments are necessary (check applicable items):

- ☐ Include new positions which must be designated.
- ☐ Make changes to the reportable sources of income, investments, business positions, or real property.
- ☐ Make changes to the titles of positions assigned.
- ☐ Delete positions which have been abolished or changed.
- ☐ Change or add the provisions required by Government Code Section 87302.

Contact Person Sandy Huntley
Agency Sierra North Community Service District
Mailing Address 185 North St Bishop, CA 93514
Date of Review of Agencies Conflict of Interest Code 12/15/12

Sandy Huntley
Signature of Presiding Officer

**Note: Government Code Section 87306 requires that when a department has determined that amendments are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days.**

dg:CIC/Biennial.Districts12 11182011

Exhibit A.4.

**CONFLICT OF INTEREST CODE OF THE**

**Big Pine Unified** **SCHOOL DISTRICT**

**COUNTY OF INYO, STATE OF CALIFORNIA**

**SECTION 1. Purpose.**

Pursuant to California Government Code section 87300, et seq., the **Big Pine Unified** School District hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

**SECTION 2. Designated Positions.**

The positions listed on Appendix "A" are designated positions. Persons holding these designated positions are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

**SECTION 3. Disclosure Statements.**

Each designated position is assigned to one or more of the disclosure categories set forth in Appendix "B". Each person in a designated position shall file a statement of financial interest disclosing that person's interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the person's position is assigned by Appendix "A".

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix "A", the Presiding Officer of the Big Pine Unified School Districts Governing Board may determine in writing that a particular consultant, although a "designated" position, is hired to perform a range of duties that are limited in scope and, thus, is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix "A". Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

**SECTION 4. Place, Time and Requirements of Filing.**

(A) Place of Filing.

All persons required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Presiding Officer of the **Big Pine Unified** School Districts Governing Board.

(B) Time and Content of Filing.

The first statement by a person in a designated position upon the effective date of this Conflict of Interest Code, shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property, held on the effective date of this Conflict of Interest Code, and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement by a person who assumes a designated position after the effective date of this Conflict of Interested Code, shall be filed within thirty (30) days after assuming such position with the

Exhibit B.1.

District and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each person in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income received, any time during the previous calendar year or since the date the person assumed the designated position during the calendar year. Every person in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

**SECTION 5. Contents of Disclosure Statement.**

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the person's position is assigned on Appendix "A".

**SECTION 6. Disqualification.**

An person in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No person in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

**APPENDIX "A"**
**CONFLICT OF INTEREST CODE OF THE**
**Big Pine Unified SCHOOL DISTRICT**
**COUNTY OF INYO, STATE OF CALIFORNIA**

**DESIGNATED POSITIONS**

| Designated Positions | Disclosure Category |
|---|---|
| Board President - Category 1 | |
| Board Vice President - Category 1 - ADD | |
| Board Member - Category 1 | |
| Board Member - Category 1 | |
| Board Member - Category 1 | |
| Superintendent of Big Pine Unified School District - Category 1 | |
| Assistant Principal - Category 2 - ADD | |
| Athletic Director - Category 2 | |
| Head Custodian/Maintenance - Category 2 | |
| General Obligation Bond Oversight Committee Member - Category 1 | |
| General Obligation Bond Oversight Committee Member - Category 1 | |
| General Obligation Bond Oversight Committee Member - Category 1 | |
| General Obligation Bond Oversight Committee Member - Category 1 | |
| General Obligation Bond Oversight Committee Member - Category 1 | |
| General Obligation Bond Oversight Committee Member - Category 1 | |
| General Obligation Bond Oversight Committee Member - Category 1 | |

Delete "Principal"
Delete "Board Clerk"
Delete "Food Service Director"
Delete "Library Assistant"

## APPENDIX "B"

## CONFLICT OF INTEREST CODE OF THE
## Big Pine Unified SCHOOL DISTRICT
## COUNTY OF INYO, STATE OF CALIFORNIA

### DISCLOSURE CATEGORIES

Category I

A. Interests in real property which is located in whole or in part either 1) within the boundaries of the County, or 2) within two miles of the boundaries of the County, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
B. Investments in business positions or income from business entities which are contractors or sub-contractors which are or have been within the previous two-year period engages in the performance of building construction or design within the County.
C. Investments in business positions or income from persons or business entities engages in the acquisition or disposal of real property within the jurisdiction.

Category II

Investments in business positions, or income from business entities which manufacture or sell supplies, books, machinery, or equipment of the type utilized by the department for which the designated employee is Manager or Director. Investments include interests described in Category I.

For Clerk's Use Only:
AGENDA NUMBER

15

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Approval of Memorandum of Understanding for Mutual Aid for Emergency Medical Services between the National Park Service, County of San Bernardino and County of Inyo and the Inland Counties Emergency Medical Agency.

## DEPARTMENTAL RECOMMENDATION:
Recommend Board approve the Memorandum of Understanding (MOU) between the counties of San Bernardino and Inyo, the National Park Service and the Inland Counties Emergency Medical Agency for the purpose of providing a mutual aid plan to be effective when the demands within a Party's jurisdiction will exceed or likely exceed the available resources to be able to respond effectively to emergencies that may result from a disaster within the limits of Inyo and San Bernardino counties, and to provide for those situations in which emergencies occur where a non-county asset may provide the most effective life-saving medical treatment; and authorize the Chairperson to sign.

## CAO RECOMMENDATION:

## SUMMARY DISCUSSION:
There is not a current MOU with the National Park Service addressing mutual aid needs during a disaster. This MOU is intended to address that. San Bernardino County is involved because the San Bernardino County Board of Supervisors is the governing body over our local EMS Agency, the Inland Counties Emergency Management Authority (ICEMA).

This MOU formalizes the operational plan for mutual aid responses between and among the parties, addressing dispatch procedures and communications, chain of command, treatment and transportation of patients, reimbursement, and related issues.

## ALTERNATIVES:
Board could choose not to execute the MOU, continuing the informal arrangement among the Parties.

## OTHER AGENCY INVOLVEMENT:
County of San Bernardino and the Death Valley National Park

## FINANCING:
There is no funding involved in the execution of this MOU.

| 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.)*<br>Approved: yes Date: 1/30/2013 |
| AUDITOR/CONTROLLER: | **ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)*<br>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.)*<br>Approved: _____ Date: _____ |
| BUDGET OFFICER: | **BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)*<br>Approved: _____ Date: _____ |

***DEPARTMENT HEAD SIGNATURE:***
**(Not to be signed until all approvals are received)** Jan Turner Date: 1-30-13

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**THE NATIONAL PARK SERVICE**
**AND THE**
**COUNTY OF INYO**
**AND THE**
**COUNTY OF SAN BERNARDINO**
**AND THE**
**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

**MUTUAL AID PLAN**
**FOR EMERGENCY MEDICAL SERVICES**

This AGREEMENT is hereby entered into by and between the Counties of Inyo and San Bernardino, political subdivisions of the State of California (Inyo County and SB County), the National Park Service (NPS), acting through the Superintendent of Death Valley National Park (DVNP) and the Local Emergency Medical Services (EMS) Agency, herein referred to as Inland Counties Emergency Medical Agency (ICEMA). Inyo County, SB County, DVNP and ICEMA are hereinafter referred to as the "Parties".

**WHEREAS**, ICEMA is the designated Local EMS Agency for Inyo County and SB County, and:

**WHEREAS**, the Medical Director of the Local EMS Agency, pursuant to the Health and Safety Code and the California Administrative Code (Title 22) and the NPS, pursuant to the National Park Service Management Policy and NPS-51, are each certifying and/or accrediting prehospital personnel in the delivery of basic life support (BLS) and advanced life support (ALS) and other emergency medical care services within their respective jurisdictions; and

**WHEREAS**, the Health and Safety Code and the California Administrative Code vest the exclusive authority to certify and/or accredit advanced life support prehospital personnel in the medical director of the Local EMS Agency for the counties in which such advanced life support personnel provide advanced life support and other emergency medical services; and

**WHEREAS**, the NPS is authorized by 16 USC 1-4, the NPS Organic Act of August 25, 1916, to provide for the enjoyment of the parks and in as such providing a safe environment in which visitors have access to emergency services; and

**WHEREAS**, the NPS is authorized under 16 USC 1b(1) and 12 to aid and assist visitors within the national parks or national monuments in emergencies; including search, rescue and medical incidents and providing cooperative assistance for nearby agencies for related purposes of law enforcement and emergency rescue and firefighting outside of the NPS system; and

**WHEREAS**, the NPS is authorized under 16 USC 13 to provide medical attention and transport to medical facilities for its employees; and

**WHEREAS**, the NPS contacts the Federal Interagency Communication Center (FICC) and surrounding agency dispatches as necessary to dispatch the closest available emergency medical service provider and/or ambulance service depending on geographic location and priority; and

***Auditor/Controller-Recorder Use Only***

| ☐ Contract Database | ☐ FAS |
|---|---|
| Input Date | Keyed By |
| | |

**WHEREAS**, the Health and Safety Code and the California Administrative Code further gives a Medical Director of a Local EMS Agency discretion in establishing training, performance, and examination standards required for certification and/or accreditation as prehospital EMS personnel in its county; and

**WHEREAS**, the standards for certification and/or accreditation which exist in Inyo County, SB County and ICEMA are different from those administered by the NPS and do not permit automatic certification and/or accreditation in the ICEMA region of persons who are certified as prehospital personnel by the NPS. Similarly, the NPS standards do not permit automatic certification and/or accreditation in DVNP of prehospital EMS personnel who are certified in the ICEMA region; and

**WHEREAS**, the Medical Director of the Local EMS Agency (ICEMA), Inyo County, SB County and the DVNP believe that it is in the best interests of the citizens of Inyo, SB County and the residents and visitors of DVNP that EMS personnel certified in one of the jurisdictions be permitted to provide basic and advanced life support and other emergency medical services in the other jurisdiction under the limited circumstances described herein above. ICEMA and the NPS have concurred that, upon execution of the agreement by the jurisdictions' respective authorities, certification and/or accreditation of EMS personnel by either the ICEMA Medical Director or the DVNP Medical Director shall be recognized as authority for permitting the delivery of advanced life support and other emergency medical care services under the limited circumstances described, in the jurisdiction in which the person is not certified; and

**WHEREAS**, the agreement is made pursuant to the authority found in Section 6502 of the Government Code which provides that public agencies by agreement may jointly exercise any power common to the contractive parties and 16 USC 1b(1), 12 and 17(c) which authorizes the NPS to enter into such agreements:

**NOW, THEREFORE**; the parties agree as follows:

## 1. SCOPE

It is the intent of the Parties to establish an EMS mutual aid plan that will be effective when the demands within a Party's jurisdiction will exceed or likely exceed the available resource(s) of the Party. It is necessary that the emergency medical resources and facilities of the Parties within Inyo County and SB County be coordinated to prevent and combat the effect of emergencies that may result from a disaster within the limits of Inyo County and SB County. It is also necessary to plan for those situations in which emergencies occur where a non-county asset may provide the most effective life saving medical treatment. This agreement is a plan for mutual assistance and does not impose an obligation to respond or liability on either Party.

## 2. MUTUAL AID OPERATIONAL PLAN

### A. Purpose

The purpose of this mutual aid operational plan ("Mutual Aid Plan") is to provide for the emergency care and transportation of the sick and injured. This Mutual Aid Plan is developed to establish procedures for the dispatching of units, response of units, chain of command, treatment and transportation of victims, and releasing of units.

### B. Dispatch Procedures

Upon notification of a medical emergency potentially involving a request for enactment of this Mutual Aid Plan, normal Inyo County dispatch procedures shall be implemented and followed, including dispatch of the Inyo County paramedic unit and, when so indicated, of the area first responder unit. If the assigned Inyo County paramedic unit is not immediately available and/or Inyo County requests mutual aid from the NPS pursuant to this Mutual Aid Plan, the following procedure is to be followed:

1. Inyo County will dispatch the first responder unit.

2. Inyo County will request medical unit from DVNP.

3. If the NPS-DVNP ambulance is unavailable for assistance, Inyo County will dispatch next closest medical unit.

C. Communications

1. Request for the enactment of the Mutual Aid Plan shall be through the Inyo County Sheriff's Office Dispatch Center. Personnel authorized to request response per this plan are:

   a. Inyo County Paramedic Services.

   b. Inyo County Sheriff's.

   c. California Highway Patrol.

2. To allow for coordination of patient care on a countywide basis, standard medical communication shall be directed to the responding unit's base hospital. In most circumstances, communications to Northern Inyo Hospital concerning patient status, care and transportation shall be performed by the paramedic unit(s) on scene or responding to the scene.

D. Mutual Aid to be Provided

1. The NPS, provided it does not jeopardize its mission, endeavors to honor requests from Inyo County for emergency medical assistance in those cases where the NPS may be able to provide the most effective life-saving medical treatment available. Upon request from the Inyo County dispatching agency, and after approval from the Officer in Charge, the NPS will, if available and if feasible, provide a fully equipped BLS unit (transporting unit) or a fully equipped ALS unit (transporting unit), with a minimum of two (2) certified emergency medical technicians/emergency vehicle operators.

2. It is understood that NPS-DVNP is and has remained typically the closest available emergency life support provider in the following areas:

   Inyo County Exclusive Operating Area 8 which is defined as:

   North - Death Valley National Park Boundary
   South - Death Valley National Park Boundary
   East - Nevada State Line
   West - Death Valley National Park Boundary, Saline Valley Road

3. It is in these areas that the NPS-DVNP will be most likely able to respond to requests for emergency medical assistance. Response to areas outside the geographic boundaries identified above, though possible, will have a lower priority of response for the NPS.

E. Response of Units

1. Upon arrival at the incident, the first responder unit shall determine if an ambulance is required. If the incident is to require the transportation of more than two (2) patients to a medical facility, the first responder unit shall request additional medical transport unit(s) to the scene through normal communication processes (Inyo County's Sheriff's Office Dispatch Center). All cancellations of responding units are to be through the Inyo County's Sheriff's Dispatch Center.

2. To allow for response control and documentation, all responding units are to contact Inyo County's Sheriff's Dispatch Center at the following times:

   a. When the unit is en-route to the incident.

   b. When the unit is at the scene.

   c. When the unit is transporting to a medical facility to designate that facility.

   d. When the unit is at the medical facility.

   e. When the unit is available.

F. Chain of Command

The Incident Commander shall be the first responder on-scene, except for highway and road incidents in which the Incident Commander shall be passed on to the law enforcement agency with legal jurisdiction after their arrival. Patient treatment shall be handled by the highest medical authority on scene per ICEMA Guidelines.

G. Treatment and Transportation of Patients

All treatment and transportation of patients shall be coordinated through the responding unit's base hospital. During periods of radio communication failure, patients shall be transported to the closest appropriate medical facility. In lieu of direct communication with that appropriate medical facility, Inyo County Sheriff's Dispatch Center shall be utilized to notify the receiving facility of the patient transport. Patients encountered by the NPS that require transport under this mutual aid request will usually be transported to the nearest medical facility and will be coordinated with the appropriate base hospital. Exceptions to this policy shall be considered when:

1. The nearest medical facility scope of care is incapable of providing required care and delay would endanger the patient's well being.

2. In mass casualty situations, the nearest medical facility has reached patient saturation.

3. In situations where the NPS-DVNP is unable to provide an ALS level of care (and the patient needs warrant such care), the NPS will request a rendezvous with an Inyo County or SB County ALS unit. If the ETA of the ALS unit exceeds the transport time to the closet medical facility, the NPS-DVNP will continue transport or attempt to arrange for ALS care flight services through FICC or Inyo County Sheriff's Dispatch Center.

H. Releasing of Units

At the conclusion of an incident, Inyo County units shall notify the Inyo County Sheriff's Dispatch Center that they are available and returning to their agency.

I. Reimbursement

None of the Parties to this agreement shall be obligated to pay the other Parties for any aid furnished. This does not prohibit the involved Party from billing the victims or patients directly for costs incurred due to the incident. This agreement does not create an authorization for the reciprocal provision of medical supplies and services. Medical equipment or devices that are used in the course of stabilizing or furnishing

emergency treatment will be returned to the respective owner in good condition or replaced in kind. The provision of emergency aid response by the NPS does not obligate Inyo County or SB County to reimburse the NPS for the value of the response services provided. Individuals however, who are provided such services may be billed by the NPS in accordance with the NPS policies and procedures.

J. Anti-Deficiency Act

31 U.S.C. § 1341 -- Nothing contained in the Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

K. Concurrence

It is agreed that all Parties to this Mutual Aid Plan concur with the level of support and resources commitments that are documented herein.

L. Quality Improvement

Subject to HIPAA and other applicable patient confidentiality laws, the NPS, Inyo County, and SB County agree to share clinical and operational information pertaining to emergency responses where multiple agencies (NPS and Inyo County ambulances) responded and provided patient care. All Parties agree to share clinical and operational information pertaining to the response in an effort to continually improve the quality of service provided by each.

M. Complaints

The NPS, Inyo County, SB County and ICEMA each shall provide the others with copies of any patient care complaints received for services performed under this Agreement.

## 3. MISCELLANEOUS PROVISIONS

A. Term

This Mutual Aid Plan shall become effective five (5) days after the signature of representatives of the Parties involved and will remain in effect for five (5) years and may be renewed without change, except for the dates every five (5) years, upon mutual written agreement of the Parties. This agreement cannot be changed without written authorizations from all Party representatives.

B. Termination or Modification

This agreement may be modified by mutual consent or terminated unilaterally without cause upon ninety (90) days written notice of one of the subscribing officials or their successor. A five (5) year review of the provisions will be conducted by representatives of all parties involved.

C. Liability

1. The Parties to this Agreement accept responsibility for all actions of their respective employees and agents in the event of any legal action. Each Party agrees that any actions arising against that Party is the responsibility of that Party. Each Party agrees to notify the other once they become aware that a potential legal action may arise from the performance of duties related to this Agreement. Each Party agrees to cooperate with the others during any civil proceedings.

D. Notice

Whenever notice is required or desired to be given pursuant to this agreement, such notice shall be in writing, delivered to the person(s) and at the address(es) set forth below. Notice shall be sent by first class mail, postage prepaid. If notice is sent by e-mail or fax, it shall be followed by mailed notice. Notice shall be effective five (5) calendar days from the date of mailing (postmark date). Either Party may designate a different individual or address for the receipt of notice by providing notice to the other Parties of such change(s).

County of Inyo
Jean Turner, Director
163 May Street
Bishop, CA 93514
Phone: (760) 873-3305
Fax: (760) 873-6505
E-Mail: jturner@inyocounty.us

Death Valley National Park
Sarah Craighead, Superintendent
PO Box 579
Death Valley, CA 92328
Phone: (760) 786-3260
Fax: (760) 786-2217
E-Mail: Sarah_Craighead@nps.gov

ICEMA
Tom Lynch, EMS Administrator
1425 South "D" Street
San Bernardino, CA 92415-0060
Phone: (909) 388-5823
Fax: (909) 388-5825
E-Mail: Tom.Lynch@cao.sbcounty.gov

San Bernardino County Government Center
Chair, Board of Supervisors
385 North Arrowhead Avenue, Fifth Floor
San Bernardino, CA 92415-0110
Phone: (909) 387-4565
Fax: (909) 387-5392

**IN WITNESS THEREOF**, The Parties hereto have caused this MOU to be signed by their respective officials hereto as duly authorized by the governing bodies.

**NATIONAL PARK SERVICE**

By: _____
*(Authorized signature - sign in blue ink)*
Name: Sarah Craighead, Superintendent,
Death Valley National Park

Title: _____

Dated: _____

**INYO COUNTY**

By: _____
*(Authorized signature - sign in blue ink)*
Name: Chair, Inyo County
Board of Supervisors

Title: _____

Dated: _____

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

► _____
Chair, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

By _____
*Deputy*

**San Bernardino County Board of Supervisors**

By ► _____
Chair, San Bernardino County
Board of Supervisors

Name _____
*(Print or type name of person signing MOU)*

Title _____
*(Print or Type)*

Dated: _____

Address _____

_____

# 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**
16

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 5, 2013

SUBJECT: Adoption of the plans and specifications for Independence Town Roads Rehabilitation Project, and approval to advertise for bids.

**DEPARTMENTAL RECOMMENDATIONS**: Request Board adopt the plans and specifications for the Independence Town Roads Rehabilitation Project and authorize the public works director to advertise for bids.

**CAO RECOMMENDATION**:

**SUMMARY DISCUSSION**: The objective of the project is to improve the pavement conditions on North Clay, Market, Washington, Payne, Park and Rosedale Streets in Independence. The streets exhibit moderate to severe transverse, longitudinal, and block cracking. The average Pavement Condition Index (PCI) for these roads is 55, which is a condition level of "fair". The county average PCI is 60. After resurfacing, these roads would have a PCI of 100. Therefore, resurfacing would increase the county's overall PCI. The scope of work for the project consists of the pulverization of existing pavement and the installation of 2 inches of new hot mix asphalt pavement on the center 24-foot width of the streets; installation of crack-sealing material on the areas that will not be pulverized; installation of a seal coat (chip seal) on the entire width of the streets; installation of concrete ADA ramps at intersections with existing sidewalks; installation of a new drop inlet at the intersection of Market and Clay Street; replacing roadside signs and painting pavement markings. This approach to the project was selected because there was not enough funding to reconstruct and install hot-mix asphalt over the entire width of the roadways. However, the central portion of the roadway experiences the most traffic; therefore, a seal coat is an effective treatment for the outer portions of the roadways.

The roads will not be closed during construction. The contractor will be required to provide one-lane traffic control and access to residents' driveways during the construction period. The construction time for this project is anticipated to be approximately 60 working days (approximately 3 months). The engineer's opinion of probable cost for the construction contract is approximately $800,000. The total cost of construction, including contingencies, construction engineering and contract administration, is estimated at $985,000.

This project was identified in the 2012 State Transportation Improvement Program (STIP), and was approved by the Inyo County Local Transportation Commission (ICLTC) and the California Transportation Commission (CTC). The CTC approved the county's construction allocation request for $985,000 on September 27, 2013. According to the "timely use of funds" requirement for STIP-funded projects, the contract for the project must be awarded before March 31, 2013 (within 6 months of approval of the construction allocation request) or the funds will lapse.

A copy of the plans and specifications for the Independence Town Roads Rehabilitation Project has been provided to the assistant clerk of the board for review by members of the Board of Supervisors.

**ALTERNATIVES:**

The Board could choose not to approve the plans and specifications and decline to authorize the public works director to advertise for bids. This is not recommended because the construction funds will lapse if a construction contract is not awarded before March 31, 2013.

**OTHER AGENCY INVOLVEMENT:**

County counsel to review the bid documents
The auditor's office to reviewed contract documents.
Caltrans to reimburse the county for project costs as described below.

**FINANCING:**

The STIP procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, construction funds will be loaned from the road fund and then reimbursed with STIP funds. The construction costs, including construction engineering, are 100% reimbursable under the STIP program, with the 11.47 percent match funded by Toll Credits. The auditor's office has established a budget for this project in budget unit 034601, object code 5733.

| 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 1-22-13 |
| 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 1-24-13 |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) NA Approved: | Date |

**DEPARTMENT HEAD SIGNATURE:**
(Not to be signed until all approvals are received) Lyn M. Flaig Date: 1/25/2013

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

17

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Sheriff's Department

**FOR THE BOARD MEETING OF:** February 12, 2013

**SUBJECT:** Off-Highway Vehicle Grant Application

***DEPARTMENTAL RECOMMENDATION:*** Request Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application."

***SUMMARY DISCUSSION:*** The Department of Parks and Recreation is offering the Off-Highway Vehicle (OHV) grant program, to provide for well-managed OHV recreation by providing financial assistance to eligible agencies that develop, maintain, operate, expand, support, or contribute to well managed, high quality, OHV recreation areas, roads, and trails; and to responsibly maintain the wildlife, soils, and habitat of Project Areas in a manner that will sustain long-term OHV recreation in accordance with the legislative provisions and intent of the Act commencing at PRC section 5090.01.

If awarded, these monies would be used to provide maintenance on equipment that was purchased with prior OHV funds, additional safety gear for OHV Patrol Deputies, assist with costs associated with overtime for OHV Patrol Deputies, supplement and provide training to strengthen the Sheriff Department's Enforcement Detail for private and government owned property that is already in use, and enforce where it is not zoned and planned for.

This will be the fifth year that the Inyo County Sheriff's Department applies for the OHV competitive grant. The prior years have proven to be very successful. Both South-County and North-County are equipped with necessary OHV Enforcement equipment, and training has been provided yearly for Patrol Deputies.

This is a competitive grant, therefore we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website on June 3, 2013. The OHV grant requires a twenty-five percent (25%) in-kind match. Any item that is eligible as a Project cost is also eligible as a match. The Sheriff's Department anticipates applying for $150,000. However, historically law enforcement applications state-wide rarely are awarded more than 50 percent of the total requested, and are often reduced significantly more than 50 percent of the total requested amount.

***ALTERNATIVES:*** Your Board could choose not to approve the Resolution, but this alternative is not recommended. The OHV monies have historically been be a valuable resource to Inyo County.

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

***FINANCING:*** If the grant application were approved, then a budget will be created – budget number to be determined by the Auditor's Office. The in-kind match will met through staff salaries and equipment dedicated to the enforcement detail as well as administrative duties associated with managing the OHV grant.

| 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 1.25.13 |
| 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 1/29/13 |
| 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) U/S Date: 1-30-13

**RESOLUTION NO. 2013-_____**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE SUBMITTAL OF THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT APPLICATION**

**WHEREAS**, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

**WHEREAS,** the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

**WHEREAS**, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

**WHEREAS**, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and

**WHEREAS** this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County.

**NOW, THEREFORE, BE IT RESOLVED** that the Inyo County Board of Supervisors hereby:

(a) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
(b) Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
(c) Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development of Projects be maintained to specific conservation standards; and
(d) Certifies that the Project will be well-maintained during its useful life; and
(e) Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
(f) Certifies that this agency will provide the required matching funds; and
(g) Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
(h) Appoints the Inyo County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Inyo, State of California, this 12th day of February 2013, by the following role call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant

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

18

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Sheriff's Department – OHV

**FOR THE BOARD MEETING OF:** February 5th, 2013

**SUBJECT:** Purchase authorization for: Cargo Trailer, and Off Highway Vehicle for Sheriff's Department Off Highway Vehicle Enforcement Detail.

***DEPARTMENTAL RECOMMENDATION:***

A) Request your Board approve the purchase of one Cargo Trailer in amount not to exceed $6,883 from Steamboat Trailers of Reno, NV; and,

B) Request your Board approve the purchase of one Off Highway Vehicle in an amount not to exceed $10,053 from Honda Yamaha of Redlands, CA.

***SUMMARY DISCUSSION:***

Inyo County was awarded Off Highway Vehicle Grant funds July 1, 2012 in order to procure equipment necessary to enforce off road vehicle rules and regulations.

There was a competitive bid process pursuant to the County Purchasing Policy, each of the winning bids was the lowest bid and both comply with the respective equipment standards. One local vendor responded to the Off Highway Vehicle bid; however, even with the 8% local discount the bid was notably greater. None of the vendors remembered that the tax increased to 8% after January 1, 2013, so the Bid Tabulation sheet has recalculations of totals with the correct tax amount.

***ALTERNATIVES:***

This is a preapproved purchase with California State Parks and Recreation Off Highway Vehicle Division. Your Board could choose not to allow these purchases, but that is not recommended.

***OTHER AGENCY INVOLVEMENT:***

Sheriff's Department, State Park Services

***FINANCING:***

The Off Highway Vehicle Grant will fund the purchase; Grant number 623512, object code 5655.

## APPROVALS

| | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 1-9-13 |
| 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 1/10/13 |
| 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: 1/16/13

## COUNTY OF INYO BID TABULATION

*Project Title & Bid No.* Sheriffs Cargo Trailer

*Bid Opening Date:* 12-20-12 *Location:* County Admin Serv.

| | BIDDER NAME | Bid Amount A | Bid Amount B | Bid Amount C | Bond w 8% tax |
|---|---|---|---|---|---|
| 1. | Steamboat Trailers | $4,995.00 | $5195.00 | $5395.00 | 6882.60 ~~$6395.00~~ |
| 2. | Pac West Trailer Co. | $9,560.00 | | | 9582.42 |
| 3. | Trailer Factory Outlets | $7534.50 | | | 8052.72 |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

*Opened By:* Pat Gunsally

*Present:* Emma Bills

Steamboat Trailers, Reno Nv

Purpose: OHV grant purchase for OHV Vehicle Enforcement Program county/region wide

Equipment type: Enclosed cargo trailer to haul/store appropriate OHV type equipment with the following specifications:

- ✓ 7,000 lb. GVWR trailer with 2 5/16 " coupler
- ✓ Tandem axel with appropriate trailer rated tires, electric brake on one axel, break away kit to be included
- ✓ 8' width minimum to 8.5' width maximum
- ✓ 7' interior height
- Appropriate thickness plywood walls and flooring, appropriated size metal tubing for frame and walls. 3/8"//3/4"
- Overall length of 14' minimum to 16' maximum 16' Box, 19 1/2' Overall
- ✓ Polar white exterior metal skin
- ✓ Rear entry into trailer to be ramp style with spring assist and cam locks
- ✓ Side entry to be swing door with cam lock depending on model's configuration
- ✓ Minimum of four (4) floor mounted recessed rings for securing equipment
- Hand crank roof vent Rear Side Vent
- Minimum manufacturer's warranty of 6 months 3 Year

Totals

| | |
|---|---|
| Trailer | $6,095 |
| Delivery | 300.00 |
| Freight | 0 |
| | $6,395 |
| No Tax | 487.60 |
| 8 1/2 x 16 | 6882.60 |

trailer: 6095
487.60 8% tax
Shipping: 300
6882.60

Pac West Trailers, North Highlands Ca.

Purpose: OHV grant purchase for OHV Vehicle Enforcement Program county/region wide

Equipment type: Enclosed cargo trailer to haul/store appropriate OHV type equipment with the following specifications:

7,000 lb. GVWR trailer with 2 5/16 " coupler

Tandem axel with appropriate trailer rated tires, electric brake on one axel, break away kit to be included

8' width minimum to 8.5' width maximum

7' interior height

Appropriate thickness plywood walls and flooring, appropriated size metal tubing for frame and walls.

Overall length of 14' minimum to 16' maximum

Polar white exterior metal skin

Rear entry into trailer to be ramp style with spring assist and cam locks

Side entry to be swing door with cam lock depending on model's configuration

Minimum of four (4) floor mounted recessed rings for securing equipment

Hand crank roof vent

Minimum manufacturer's warranty of 6 months

Totals

| | |
|---|---|
| Trailer | 8,131.87 |
| tax | 650.55 8% |
| Freight | ~~0~~ |
| Shipping | 800 |
| | 9582.42 |

8½ x 14

Trailer Factory Outlets, Beaumont, Ca

Purpose: OHV grant purchase for OHV Vehicle Enforcement Program county/region wide

Equipment type: Enclosed cargo trailer to haul/store appropriate OHV type equipment with the following specifications:

- 7,000 lb. GVWR trailer with 2 5/16 " coupler
- Tandem axel with appropriate trailer rated tires, electric brake on one axel, break away kit to be included
- 8' width minimum to 8.5' width maximum
- 7' interior height
- Appropriate thickness plywood walls and flooring, appropriated size metal tubing for frame and walls. 3/8" 3/4"
- Overall length of 14' minimum to 16' maximum Box 19' Overall
- Polar white exterior metal skin
- Rear entry into trailer to be ramp style with spring assist and cam locks
- Side entry to be swing door with cam lock depending on model's configuration
- Minimum of four (4) floor mounted recessed rings for securing equipment
- Hand crank roof vent
- Minimum manufacturer's warranty of 6 months 3 Year

Totals

| | |
|---|---|
| Trailer | 6,484.50 |
| Delivery | 425.00 |
| Freight | 625.00 |
| | 7,534.50 |
| No Tax | 602.74 |
| 8½x16 | 8137.24 |

| | | |
|---|---|---|
| trailer | 6484 | |
| tax | 518.72 | 8% |
| | 7002.72 | |
| delivery | 425 | |
| freight | 625 | |
| | 8052.72 | |

# COUNTY OF INYO BID TABULATION

*Project Title & Bid No.* Side by Side Vehicles

*Bid Opening Date:* 12-20-12 *Location:* County Admin Center

w/ 8% tax

| | BIDDER NAME | Bid Amount A | Bid Amount B | Bid Amount C | Bond |
|---|---|---|---|---|---|
| 1. | Honda Yamaha of Redlands | $ 10,053.00 ~~9,930.00~~ | | | |
| 2. | B & B Cycles | $ 12,273.04 ~~12 240.85~~ | | | |
| 3. | Golden States Cycle | 12,211.84 $ ~~12,184.85~~ | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

*Opened By:* Patricia Gunsolley

*Present:* Emma Bills

Honda Yamaha of Redlands, Redlands, Ca

Purpose: OHV Grant Purchase for OHV Vehicle Enforcement Program county wide/region wide

Equipment Type: OHV side-by-side vehicle with additional specifications:

Four Stroke, SOHC, 4 valve engine, 686 cc displacement, 41mm fuel injection system, liquid cooled

Electric start, 32 bit ECU ignition

Ultramatic V-belt transmission with H, L, R, and N range selections and all wheel engine brake

On-demand selection of 2WD or 4WD with locking 3-way differential, shaft drive

Front brakes to be dual hydraulic disc, twin piston

Rear brakes to be dual hydraulic disc

Suspension to be front and rear independent double wishbone, 5 way preload adjustment with 7.3 inch travel. Ground clearance to be 12 inches.

Fuel capacity of 7.5- 8.0 gallons U.S. measure, bed hauling capacity of 400 lbs., wheel base of 75.2 inches

Hunter green in color

Warranty of 6 months minimum

Totals

| | | |
|---|---|---|
| Unit | 9,200.00 | |
| Fees | 117.00 | |
| Tax | 736.00 | 8% |
| Shipping | ~~0~~ | |
| | 10,053.00 | |

2013 Rhino YXR7FDGR

B&B Cycles, Victorville, Ca

Purpose: OHV Grant Purchase for OHV Vehicle Enforcement Program county wide/region wide

Equipment Type: OHV side-by-side vehicle with additional specifications:

Four Stroke, SOHC, 4 valve engine, 686 cc displacement, 41mm fuel injection system, liquid cooled

Electric start, 32 bit ECU ignition

Ultramatic V-belt transmission with H, L, R, and N range selections and all wheel engine brake

On-demand selection of 2WD or 4WD with locking 3-way differential, shaft drive

Front brakes to be dual hydraulic disc, twin piston

Rear brakes to be dual hydraulic disc

Suspension to be front and rear independent double wishbone, 5 way preload adjustment with 7.3 inch travel. Ground clearance to be 12 inches.

Fuel capacity of 7.5- 8.0 gallons U.S. measure, bed hauling capacity of 400 lbs., wheel base of 75.2 inches

Hunter green in color

Warranty of 6 months minimum

Totals

| | | |
|---|---|---|
| Unit | 10,945.26 | |
| Fees | 104.00 | |
| Tax | ~~857.75~~ 883.94 | ~~7 3/4%~~ 8% |
| Shipping | 339.84 | |
| | ~~12,240.85~~ | |
| | 12,273.04 | |

2012 Yamaha Rhino YXR7FBGR

Golden State Cycle, Bishop, Ca.

Purpose: OHV Grant Purchase for OHV Vehicle Enforcement Program county wide/region wide

Equipment Type: OHV side-by-side vehicle with additional specifications:

Four Stroke, SOHC, 4 valve engine, 686 cc displacement, 41mm fuel injection system, liquid cooled

Electric start, 32 bit ECU ignition

Ultramatic V-belt transmission with H, L, R, and N range selections and all wheel engine brake

On-demand selection of 2WD or 4WD with locking 3-way differential, shaft drive

Front brakes to be dual hydraulic disc, twin piston

Rear brakes to be dual hydraulic disc

Suspension to be front and rear independent double wishbone, 5 way preload adjustment with

7.3 inch travel. Ground clearance to be 12 inches.

Fuel capacity of 7.5- 8.0 gallons U.S. measure, bed hauling capacity of 400 lbs., wheel base of

75.2 inches

Hunter green in color

Warranty of 6 months minimum

Totals

| | | |
|---|---|---|
| Unit | 10,798.00 | |
| Fees | 863.84 | |
| Tax | ~~836.85~~ | 7¾% 8% |
| Shipping | 550.00 | |
| | ~~12,184.85~~ 12,211.84 | |

No Product Info Offered.

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

19

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Supervisor Matt Kingsley

**FOR THE BOARD MEETING OF:** February 5, 2012

**SUBJECT:** Reconsideration of Film Commissioner Contract

## *DEPARTMENTAL RECOMMENDATION:*

Request Board discussion and further consideration of ratifying a Contract between the County of Inyo and Chris Langley for provision of services as the Film Commissioner for the period of July 1, 2012 through March 31, 2013, in the amount of $30,000; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained,

## *SUMMARY DISCUSSION:*

At the January 15, 2013 Board of Supervisors Meeting our Board considered an RFP for Film Commissioner services. The discussion included Film Commissioner Services that Mr. Chris Langley continued to provide after his Contract for these services expired on May 31. 2012 and how the County could pay Mr. Langley for his services. The County Administrator suggested the Board ratify a Contract between the County and Mr. Langley for these services for the period of July 1, 2012 through March 31, 2013. After a lengthy discussion of the matter the Board authorized a Contract for the period of January 1, 2013 through March 31, 2013 at the pro rated prior year Contract amount and approved the RFP. I am requesting reconsideration of ratification of a Contract as recommended by the County Administrator.

Upon reflection I believe further consideration of ratifying a Contract back to July 1, 2012 is needed in order to compensate Mr. Langley for the Film Commissioner work that he continued during the time that his Contract had lapsed and the County was developing an RFP for the services. Filming activities are unique and I do not believe they fall under the definition of customary and normal activities. I do not believe that Film Commissioner activities can start and stop intermittently. In order for filming in an area to be successful, it requires consistency in communication, immediate responses to requests for location scouting, as well as a relationship with the entity providing the services. I believe that Mr. Langley understands the importance of ensuring there is no gap in filming services and was attempting to protect the network of filming relationships that have been established for the benefit of Inyo County over the years for either himself, should be he be the successful respondent to the RFP, or any other individual or organization that may be selected to serve as the Film Commissioner. And, I think the County clearly benefitted from Mr. Langley's efforts since last June, regardless of his contract status, or whether or not be believed he would be paid for his work. For this reason alone, I am comfortable asking your Board to ratify the contract, acknowledging Mr. Langley's work and the value received.

However, an addition, I want to note that the County's FY 2012-2013 Budget included $40,000 for a 12-month Film Commissioner contract, and that ratifying the Contract to July 1, 2012, would be consistent with the fact that the Board of Supervisors has voted to ratify each of Mr. Langley's last five contracts when he performed services without assurance of being paid.

## *ALTERNATIVES:*

Our Board could choose to not consider the Contract ratification and uphold its previous order to Contract for Film Commissioner services for the period of January 1, 2013 through March 31, 2013. Or, our Board could consider other amendments to the Contract approved on January 15th.

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

***FINANCING:***

The County's FY 2012-13 Budget includes 440,000 for Film Commissioner services.

| **APPROVALS** | |
|---|---|
| BUDGET OFFICER: | BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*<br>Approved: _____ Date_____ |
| COUNTY COUNSEL: | AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)*<br>Approved: _____ Date_____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)*<br>Leslie L. Chapman Approved: ✓ Date 1/31/13 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)*<br>Approved: _____ Date_____ |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received)_____ Date: 1-29-13
(The Original plus 20 copies of this document are required)

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

20

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Alisha McMurtrie, Treasurer-Tax Collector

**FOR THE BOARD MEETING OF**: February 5, 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. As discussed at the Board meeting of January 8, 2013, I am recommending that the investment criteria as stated on page four (4) of the Policy be amended to include Mutual Funds and Money Market Mutual Funds that are created in accordance with Government Code §6509.7, Joint Powers Authority, and investments of that Fund are subject to Government Code §53601(p).

***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: ✓ Date 1-30-13 |
| 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: Alisha McMurtrie Date: 01-10-13
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 |
| Mutual Funds & Money Market Mutual Funds (6509.7 & 53601(p)) | N/A | 20 | AAA |

| 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.<br>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.<br>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 AGREEEMENT 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.

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

21

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Child Support Services

**FOR THE BOARD MEETING OF:** February 12, 2013

**SUBJECT:** Approval of Attorney Services Contract

***DEPARTMENTAL RECOMMENDATION:***

Request your Board approve the contract for attorney services between Inyo County and Catherine Denevi for part-time hourly assistance in an amount not to exceed twenty thousand dollars ($20,000.00) for the period of March 1, 2013 to December 31, 2013 and authorize the Chairperson to sign.

***SUMMARY DISCUSSION:***

The Eastern Sierra Department of Child Support Services has advertised a request for proposal for attorney services since April 2012. Proposals were requested that demonstrated experience in child support a willingness to enter into the county standard contract and demonstrated skill set to effectively advocate, provide legal analysis, and appear in court on behalf of the Eastern Sierra Department of Child Support Services as needed.

Mrs. Denevi's proposal was selected to enter into negotiations with your Director. Having concluded those negotiations, you are being presented with a proposed contract for part-time hourly attorney services to: appear in court, prepare cases for advocacy, research and prepare written and oral pleadings, communicate clearly, maintain regular court attendance, attend staffing or caseworker meetings as needed, and maintain confidentiality of case records, among other duties.

All of our cases that are open are managed in an ongoing basis based on our federal and state requirements. Caseload legal issues include but are not limited to: imposing levy's, abstracts of judgment, review and adjustment evaluation, interstate reciprocity, liquidation and determination of arrearages and past due support, preparation of motions, and advocacy at court appearances in Bishop, Independence and Mammoth Lakes, California approximately three (3) to four (4) times a month.

Prior to reorganization of the region in 2011, Inyo County and Mono County each maintained separate child support departments with separate directors. The directors alternated responsibility for performing regional administrative duties. Since the department heads in both counties were both attorneys, in addition to managing the individual caseloads of their county, the department heads/attorneys were also available to provide back-up attorney services for one another. Since regionalization, which has resulted in consolidating both counties' child support services programs under a single (Inyo County) department head, your director has assumed legal responsibility for the cases in both counties -- over 1,200 cases in Inyo County and roughly 300 cases in Mono County – without the benefit of a second or back-up attorney.

Without this contract, your director has no alternate person to attend court or provide these services should she be otherwise rendered unable.

***ALTERNATIVES:***

Your Board could choose to deny the contract. However, it is not staff's recommendation to do so as this would impede our ability to ensure adequate court coverage and case preparation and review at all times.

***OTHER AGENCY INVOLVEMENT:***

***FINANCING:*** No County General Funds. Funds are available in the Board approved 2012-2013 Child Support Budget 022501 Object Code 5265.

| **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 1-17-13 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: YES Date 1/18/13 |
| 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 1/22/13 |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Date: 1/25/13

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** Catherine I. Denevi
**FOR THE PROVISION OF** Attorney **SERVICES**

## INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Attorney services of Catherine I. Denevi of Vista, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

## TERMS AND CONDITIONS

### 1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Suzanne Rizo, whose title is: Director, Child Support. 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 March 1, 2013 to December 31, 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 Twenty 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 | |
| Child Support | Department |
| 230 West Line Street | Street |
| Bishop, CA 93514 | City and State |

| | |
|---|---|
| Contractor: | |
| Catherine I. Denevi | Name |
| PMB 138, 993 "C" S. Sante Fe | Street |
| Vista, CA 92083 | 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.

//// ////

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** Catherine I. Denevi
**FOR THE PROVISION OF** Attorney **SERVICES**

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

**COUNTY OF INYO**

By: _____

Dated: _____

**CONTRACTOR**

By: _____
Signature

Catherine Denevi, Esq.
Print or Type

Dated: Jan 7th, 2013

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 Catherine I. Denevi
FOR THE PROVISION OF Attorney SERVICES

## TERM:

FROM: March 1, 2013 TO: December 31, 2013

## SCOPE OF WORK:

Contractor shall provide the following services which would include but not be limited to:
- Appear on behalf of the Eastern Sierra Child Support agency in child support hearings and appeals before the Inyo County and Mono County Superior Courts located in Bishop, Independence and Mammoth Lakes courthouses;
- Prepare cases for advocacy in court;
- Take clear and concise court notes;
- Research and prepare legal arguments both oral and written;
- Draft and/or review legal pleadings as needed;
- Maintain an ethical and professional demeanor while representing the agency in court or otherwise;
- Maintain competency in the area of family law relating to child support matters;
- Communicate clearly and consult with agency staff and director as needed;
- Maintain regular court attendance consistent with the Inyo and Mono Court calendar; a copy of the 2013 Inyo and Mono County Superior Court calendar with child support matters scheduled to date is attached as Exhibit 2;
- Be punctual and professional;
- Attend staffing or caseworker court update meetings as needed;
- Maintain confidentiality of records;
- Take and pass security training.

Contractor will be required to maintain federal tax information as confidential and to comply with the requirements of EXHIBIT 1 attached hereto.

## EXHIBIT 1

## I. IRS Contract Language for General Services

A. In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(7) (Include any additional safeguards that may be appropriate.)

B. Criminal/Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

# Exhibit 2

# INYO /MONO COURT CALENDAR

# 2013

| JANUARY | FEBRUARY | MARCH |
|---|---|---|
| Tues. Jan 15 Bishop 1:30 | Wed. Feb 06 Mono 1:30 | Tues. Mar 12 Bishop 1:30 |
| Wed. Jan 23 Mono 1:30 | Wed. Feb 13 Bishop 1:30 | Fri. Mar 22 Indep 10:30 |
| Fri. Jan 25 Indep 10:30 | Fri. Feb 22 Indep 10:30 | Wed. Mar 27 Mono 1:30 |

| APRIL | MAY | JUNE |
|---|---|---|
| Tues. Apr 09 Bishop 1:30 | Tues. May 14 Bishop 1:30 | Tues. Jun 11 Bishop 1:30 |
| Fri. Apr 19 Indep 10:30 | Wed. May 22 Mono 1:30 | Fri. Jun 21 Indep 10:30 |
| Wed. Apr 24 Mono 1:30 | Fri. May 24 Indep 10:30 | Wed. Jun 26 Mono 1:30 |

| JULY | AUGUST | SEPTEMBER |
|---|---|---|
| Tues. Jul 09 Bishop 1:30 | Tues. Aug 13 Bishop 1:30 | Tues. Sep 10 Bishop 1:30 |

| OCTOBER | NOVEMBER | DECEMBER |
|---|---|---|
| Tues. Oct 15 Bishop 1:30 | Tues. Nov 12 Bishop 1:30 | Tues. Dec 10 Bishop 1:30 |

## EXHIBIT 1

### I. IRS Contract Language for General Services

A. In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(7) (Include any additional safeguards that may be appropriate.)

B. Criminal/Civil Sanctions

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

## ATTACHMENT B

## AGREEMENT BETWEEN COUNTY OF INYO
**AND** Catherine I. Denevi
**FOR THE PROVISION OF** Attorney **SERVICES**

**TERM:**

**FROM:** March 1, 2013 **TO:** December 31, 2013

## SCHEDULE OF FEES:

Contractor will be paid $50.00 (fifty dollars) per hour pursuant to providing services described in Attachment A. For orientation or training, contractor will be paid $25.00 (twenty-five dollars) per hour.

Contractor will be paid for mileage at the current IRS rate to court venues from her home in Bishop, CA.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** Catherine I. Denevi
**FOR THE PROVISION OF** Attorney **SERVICES**

**TERM:**

**FROM:** March 1, 2013 **TO:** December 31, 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** Catherine I. Denevi
**FOR THE PROVISION OF** Attorney **SERVICES**

**TERM:**

**FROM:** March 1, 2013 **TO:** December 31, 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 appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim.

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

**Other Insurance Provisions**

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

***Additional Insured Status***

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

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

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

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

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

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

**Claims Made Policies**
If any of the required policies provide coverage on a claims-made basis:

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

AFCO 4501 College Boulevard, Suite 320, Leawood, KS 66211
Tel: 800-288-6901

FILE NO.973 9105

REFER TO THIS ACCOUNT NO. IN ALL CORRESPONDENCE
44-20-104528-1

# NOTICE OF ACCEPTANCE

| TOTAL PREMIUMS | DOWN PAYMENT | AMOUNT FINANCED | FINANCE CHARGE | TOTAL OF PAYMENTS | ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|
| 1,359.00 | 135.90 | 1,223.10 | 53.91 | 1,277.01 | 10.450 % |

INSURED (NAME AND ADDRESS)
Catherine Denevi
931640
993 S. Santa Fe
Suite C, PMB 138
Vista, CA 92083
US

AGENT OR BROKER SUBMITTING AGREEMENT (NAME AND ADDRESS)
Marsh U.S. Consumer,
ATTN : Richard O'Regan
345 California Street
San Francisco, CA 94104
US

AMOUNT OF INSTALLMENT
141.89

| DATE OF NOTICE & ACCEPT | FINAL PAYMENT DUE | DAY DUE | NO. & FREQ. OF INSTS. |
|---|---|---|---|
| 12/10/2012 | MO. 09 YR. 13 | 15 | 9 (MTH) |

## SCHEDULE OF POLICIES

| POLICY PREFIX AND NUMBER | EFFECTIVE DATE OF POLICY OR ANNUAL INSTALLMENT | FULL NAME OF INSURER AND GENERAL AGENT(S) * OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT | COVERAGE FIRE, AUTO MAR.,IM.,CAS | POLICY TERM IN MONTHS COVERED BY PREM | PREMIUM FINANCED |
|---|---|---|---|---|---|
| 11LPL7474100 | 12/15/2012 | Arch Insurance Company | PL | 12 | 1,359.00 |

**TO THE INSURED:**

We are pleased to notify you that we have accepted your premium finance agreement subject to verification by the insurance companies. We have credited the down payment to your account.

**We urge you to read your premium finance agreement so that you are aware of your rights and duties under that agreement as well as possible penalties that might be assessed against you in the event that the terms of the agreement are not complied with.**

☐ If this is a regular monthly payment plan, your coupons are enclosed.

☒ If your payment is other than monthly or on a special monthly advance billing, we will remind you of your installment payments.

PLEASE SEND THE PROPER NOTICE AND YOUR ACCOUNT NUMBER ON YOUR CHECK OR MONEY ORDER TO INSURE PROMPT OF THE PAYMENT TO YOUR ACCOUNT.

**The Agreed Rate of Charge:** The rate of charge computed from the effective date of the insurance coverage is 0.871 % per Month but for a loan not exceeding $2,499.99 shall not exceed 2% per month on the part of the unpaid principal balance not exceeding $1,000; 1% per month on any remainder of such unpaid balance in excess of $1000; or 1.6% per month of the unpaid balance. All other rates of charge shall be agreed upon by the parties to the contract. All contracts shall be subject to a minimum finance charge of $25.

**PLEASE NOTE: IF THE PREMIUMS BEING FINANCED ARE FOR THE PURCHASE OF INSURANCE PERSONAL, FAMILY OR HOUSEHOLD PURPOSES (NOT BUSINESS) YOUR INSURANCE AGENT SHOULD HAVE GIVEN YOU A NOTICE TITLED " REQUIRED FEDERAL TRUTH-IN-LENDING DISCLOSURES FOR PERSONAL LINES INSURANCE ". IF YOU DID NOT RECEIVE THIS NOTICE, PLEASE CONTACT AFCO AT ONCE SO THAT WE CAN GIVE YOU THE REQUIRED NOTICE.**

**AVOID JEOPARDIZING YOUR INSURANCE PROTECTION BY MAILING ALL PAYMENTS IN TIME TO REACH AFCO ON OR BEFORE THE DUE DATE OF YOUR INSTALLMENTS.**

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only:
**AGENDA NUMBER**
22

X Consent Departmental Correspondence Action Public Hearing

Scheduled Time for Closed Session Informational

**FROM:** HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Ratification of Amendment Number One (1) to the Contract between County of Inyo and Country Villa Merced Behavioral Health.

**DEPARTMENTAL RECOMMENDATION:**
Request Board ratify Amendment Number One (1) to the contract between the County of Inyo and Country Villa Merced Behavioral Health (for residential placement for adults in a locked facility and Mental Health Rehabilitation Centers) in an additional amount of $35,000.00 for a total amount not to exceed $65,000 for the period of July 1, 2012 to June 30, 2013 and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**
This amendment is late in coming in front of your Board due to difficulties in receiving the signed contract from the vendor despite beginning the process with more than adequate time. Staff diligently pursued this amendment and called the facility and corporate office on many occasions. Despite these difficulties we continue to benefit from the program and services offered and wish to continue this relationship and contract. Placements are difficult to obtain for conserved adults. We have worked with Country Villa Merced, the psychiatrist and the program staff, for many years. Country Villa Merced is a locked psychiatric residential facility for conserved adults. We currently have one conserved adult placed at this facility. We maintain very close contact with the facility and take part in treatment conferences to address the needs of the individual. We have successfully moved many individuals to a lower level of care after completion of the Country Villa Merced program. This amendment is necessary due to the ongoing intensive treatment needs of the individual that require this level of service for an extended period of time. We will move the adult to a lower level of care as soon as safely possible. This individual is one of only two conserved adults currently in need of this level of care.

**ALTERNATIVES:**
Country Villa Merced Behavioral Health has offered excellent service for conserved adults in need of intensive services in a locked setting. They are committed to providing services in the least restrictive setting possible and maintain close contact with the conservator and deputy conservator. Your Board could choose not to approve Amendment Number One (1) to the contract. This would jeopardize the placement for conserved adults. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

**OTHER AGENCY INVOLVEMENT:**
Inyo County Courts.

**FINANCING:**

100% Mental Health Realignment Funds. (clients partially reimburse with SSI payments). This expense is budgeted in Mental Health (045200) in Support & Care (5508). No County general funds.

| APPROVALS | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*<br>Approved: yes Date 11/20/2012 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*<br>Approved: yes Date 1/23/13 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved: ✓ Date 1/16/13 |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Jean Turner Date: 1-28-13

**AMENDMENT NUMBER One TO**
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**
**Country Villa Merced Behavioral Health**
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Country Villa Merced Behavioral Health, of Merced, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2012, on County of Inyo Standard Contract No. 157, for the term from July 1, 2012 to June 30, 2013.

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

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

County and Contractor hereby amend such Agreement as follows:

The first sentence of paragraph 3.D. Limit upon amount payable under Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $65,000.00 (Sixty Five 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.

The effective date of this Amendment to the Agreement is December 1, 2012.

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

**AMENDMENT NUMBER One TO**
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**
Country Villa Merced Behavioral Health
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

By: _____

Dated: _____

**CONTRACTOR**

By: _____
Signature

Mark S. Beckel - General Counsel for Manager
Type or Print

Dated: 01/11/2013

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 RISK ASSESSMENT:

_____
County Risk Manager

For Clerk's Use Only:
*AGENDA NUMBER*
23

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

**FROM:** HEALTH & HUMAN SERVICES – Public Health

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT: Request to hire one part time Registered Nurse or Public Health Nurse**

## *DEPARTMENTAL RECOMMENDATION:*
Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of one A-Par Registered Nurse (RN) or Public Health Nurse (PHN) exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one A-Par RN at Range PT078 ($26.77-$32.55) or one A-Par PHN Range PT080 ($28.06-$34.14/hour), depending upon qualifications.

## *CAO RECOMMENDATION:*

## *SUMMARY DISCUSSION:*
In February 2012, Health & Human Services/ Public Health restructured in an attempt to find the right staffing configuration to meet all program and supervision needs. One of the position changes included the combination of a full time public health nurse position and the Clinic Nurse Manager. This restructure addressed the needs of the public and resulted in personnel savings for the County. A portion of the duties and responsibilities for that position was moved into an A-Par Registered Nurse (RN)/Public Health Nurse (PHN). The position was filled and the current nurse has staffed the public health walk-in clinics, assisted with the California Children's Services (CCS) nurse case management, provided flu vaccinations at multiple community outreaches, provided communicable disease follow-up and prepared client charts and services to help support the Nurse Practitioner in the clinic. At this time the nurse is leaving Inyo County employment for full time employment. The Public Health Division will typically recruit for both RN and PHN dependent upon the recruitment responses. The RN is a minimum requirement while a PHN being a RN with a certificate in public health indicates additional education in the area that the nurse would be working. PHNs are in short supply in Inyo County and though someone with the additional education would be preferred, an RN with a background in community nursing or experience in children's health and/or women's health would be a very acceptable candidate.

## *ALTERNATIVES:*
The Board could choose to not approve the recruitment and hiring of a part time Registered Nurse however any vacancy leaves the Public Health Division unable to continue to deliver care to our current clients and our county residents.

## *OTHER AGENCY INVOLVEMENT:*
None

## *FINANCING:*
Federal, State, Health and Social Services Realignment. This position is budgeted 16% in CARES (641212), 42% in Health (045100) and 42% in CCS Admin (045501) in the salaries and benefits object codes. No County General Funds.

| APPROVALS | |
|---|---|
| COUNTY COUNSEL: | **AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)*<br>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.)*<br>Amy Shepherd Approved: yes Date: 1/24/13 |
| PERSONNEL DIRECTOR: | **PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)*<br>Sue D Approved: ✓ Date: 1/23/13 |
| BUDGET OFFICER: | **BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)*<br>Approved: _____ Date: _____ |

***DEPARTMENT HEAD SIGNATURE:***

**(Not to be signed until all approvals are received)** Jean Turner Date: 1-28-13

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

25

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

***FROM:*** Probation Department

***FOR THE BOARD MEETING OF:*** February 5, 2013

***SUBJECT:*** University of Cincinnati EPICS Training for Probation Officers - Contract

***DEPARTMENTAL RECOMMENDATION:*** Request Board ratify the contract between the County of Inyo and the University of Cincinnati, School of Criminal Justice for training on Effective Practices for Correctional Supervision (EPICS) to the Probation Officers in an amount not to exceed $18,000 for the period of December 1, 2012 through June 30, 2013, contingent upon the approval of mid-year budget and obtaining the appropriate signatures; and, authorize the Chairperson to sign.

***CAO RECOMMENDATION:***

***SUMMARY DISCUSSION:*** With the implementation of AB109 and evidence based practices, the Probation Department has gone through many procedural changes and will continue to fine tune the needs of the Department and those skills of the Probation Officers as the Department moves forward. Although Deputy Probation Officers have gone through intensive training on various assessment tools over the past year, additional training is needed. Effective Practices for Correctional Supervision (EPICS) is a model used to teach probation and parole officers how to apply principles of effective intervention to community supervision practices. Principles of effective intervention include core correctional practices such as relationship skills, cognitive restructuring, structured skill building, problem solving, reinforcement and use of authority. Practicing EPICS within the Probation Department assists a Probation Officer in developing and implementing a case management plan targeting the criminogenic needs of higher risk offenders. The result of using the EPICS model, along with other programming and services, in other jurisdictions, has shown that probation and parole officers are successfully addressing criminogenic needs and changing offenders in a positive way.

The University of Cincinnati, Center for Criminal Justice Research at the School of Criminal Justice developed the EPICS model and is the expert in training probation and parole officers on this model. Training includes three (3) days of didactic presentation and practice of concepts and skills; a pre-video conference with supervisors; and five (5) quality assurance sessions to provide supervision, guidance, constructive critiques and support to those Officers.

The cost to train up to 30 staff including supervisors in the EPICS process is $18,000. The price is all inclusive of training materials, travel, salaries, benefits and administrative costs. The 3-day EPICS training would be opened up to Juvenile Center Group Counselors. If space is available, the 3-day class may be opened up to other County Departments, such as Health & Human Services, who have a direct relationship with the Adult and/or Juvenile offender. EPICS training would be scheduled in early February 2013.

Attached is the contract between the Inyo County Probation Department and the University of Cincinnati.

This Department recently received notification that our CalEMA Grant period has been extended to expire on March 31, 2013 and that we can use CalEMA Grant monies to cover the cost of this EPICS training contract. Appropriation changes will be made to the Probation Budget 023000 at mid-year budget review.

Lastly, 19.5 hours of EPICS training over a three (3) day period would count towards a portion of the yearly required Standards and Training for Corrections (STC) training that is required for Probation Officers and Group Counselors.

***ALTERNATIVES:*** The Board could deny entering into a contract with University of Cincinnati; however, this would prevent the necessary training that is needed for the Probation Officers and Group Counselors to effectively perform their job.

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

***FINANCING:*** CalEMA Grant monies will be used to cover the cost in the Probation Budget 023000, Professional Services 5265 expenditure. Appropriation changes will be made to the Budget at mid-year budget review.

| **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.)*<br>Approved: yes Date 1/15/2013 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*<br>Approved: YES Date 1/15/13 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved: Date |

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Date: 11/16/13

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** UNIVERSITY OF CINCINNATI
**FOR THE PROVISION OF** EPICS TRAINING **SERVICES**

## INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the EPICs training services of University of Cincinnati of Cincinnati, Ohio 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, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

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

**2. TERM.**

The term of this Agreement shall be from December 1, 2012 to June 30, 2013 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of Eighteen thousand Dollars and no/100 cents ($ 18,000.00) for performance of all of the services and completion of all of the work described in Attachment A.

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 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 all services and work to be performed under this Agreement shall not exceed Eighteen thousand and no/100 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, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon 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 **B**, 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**. 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, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

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

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

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

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

**12. RECORDS AND AUDIT.**

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

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

## 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. 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.

## 15. 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.

## 16. 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-three (23) below.

## 17. 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.

## 18. 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.

## 19. 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.

## 20. 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.

## 21. 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-three (23) (Amendment).

## 22. 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.

## 23. 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.

## 24. 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 | |
| Probation | Department |
| 918 North Main | Street |
| Bishop, CA 93514 | City and State |

Contractor:

| | |
|---|---|
| University of Cincinnati | Name |
| P. O. box 210389 | Street |
| Cincinnati, OH 45221-0389 | City and State |

**25. 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.

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** UNIVERSITY OF CINCINNATI
**FOR THE PROVISION OF** EPICS TRAINING **SERVICES**

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

**COUNTY OF INYO**

By:_____

Dated:_____

**CONTRACTOR**

By:_____
Signature

_____
Type or Print Name

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** UNIVERSITY OF CINCINNATI
**FOR THE PROVISION OF** EPICS TRAINING **SERVICES**

**TERM:**

**FROM:** December 1, 2012 **TO:** June 30, 2013

## SCOPE OF WORK:

The EPICS model is designed to use a combination of monitoring, referrals, and face-to-face interactions to provide the offender with a sufficient "dosage" of treatment interventions and make the best possible use of time to develop a collaborative working relationship. Furthermore, the model helps translate the risk, needs and responsivity principles into practice. Probation officers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and to use a social learning, cognitive-behavioral approach to their interactions. The EPICS model is not intended to replace other programming and services, but rather is an attempt to more fully utilize probation officers as agents of change.

TRAINING SCHEDULE
EPICS is a three day training for probation/parole officers and supervisors. The three days include didactic presentation and practice of concepts and skills. A pre-video conference with the supervisors will be scheduled before the training. This video-conference session is specifically for supervisors and begins the process on how to provide supervision and support to the officers implementing these skills. The maximum number of participants is 30, including supervisors.

TRAINING MATERIALS
UC will distribute workbooks on Day 1 of the training. Supplemental materials including Thinking Reports, the ABC worksheet, and Cost-Benefit worksheet will be provided to training participants upon completion of the training. In addition, UC will also provide 10 audio recorders to be shared among the trained officers to record sessions for analysis by UC, and one set of Skill Cards will be provided to the agency.

QUALITY IMPROVEMENT SESSIONS
At the client's request, five quality assurance sessions will be held with all probation/parole officers and supervisors as part of the training. The first will be held within 2 months of the training. Video-conference capabilities are highly recommended. The calls continue the process of providing supervision and support to the officers as they begin implementing the skills. The calls also assist the supervisors on how to provide the aforementioned supervision and support to officers. Audio files submitted by officers will be anonymously reviewed during quality improvement sessions as well as skill steps and implementation barriers and plans. Officers and supervisors will participate in the first 45 minutes of each session, while only the supervisors will participate in the last 15 minutes.

COST
The cost to train up to 30 staff including supervisors in the EPICS process is $18,000. Price is all inclusive of training materials, travel, salaries, benefits and administrative costs.

Paragraph 11. DEFENSE AND INDEMINIFICATION. (page 4 of the Contract) delete in its entirety and replace with the following language: "The University of Cincinnati will be responsible for the acts and omissions of its employees and agents arising hereunder. The University maintains a comprehensive program of self-insurance and commercially purchased insurance, covering property, casualty and liability exposures to the University and its employees, agents and volunteers, while acting on the University's behalf."

# ATTACHMENT A
# AGREEMENT BETWEEN COUNTY OF INYO
# AND University of Cincinnati
# FOR THE PROVISION OF EPICS Training SERVICES

## TERM:

## FROM: December 1, 2012 TO: June 30, 2013

## SCOPE OF WORK:

Paragraph 17 CONFIDENTIALITY. (page 5 of the Contract) the following provisions shall be added: "Notwithstanding anything within this contract to the contrary, the University of Cincinnati shall not be required to maintain the confidentiality of any information if, in the sole opinion of the University's Office of General Counsel, the disclosure of such information is required by the Ohio Records Act, Ohio Revised Code 149.43, or any other applicable federal or state law governing the University of Cincinnati."

Paragraph 22 ATTORNEY'S FEES. (page 6 of the Contract): delete in its entirety.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** UNIVERSITY OF CINCINNATI
**FOR THE PROVISION OF** EPICS TRAINING **SERVICES**

**TERM:**

**FROM:** December 1, 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 C**

**AGREEMENT BETWEEN COUNTY OF INYO**
**AND** UNIVERSITY OF CINCINNATI
**FOR THE PROVISION OF** EPICS TRAINING **SERVICES**

**TERM:**

**FROM:** December 1, 2012 **TO:** June 30, 2013

**SEE ATTACHED ~~LICENSE~~ PROVISIONS**
INSURANCE

## 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 appropriates 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 Dat***e 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.

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

26

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Presentation by Mammoth Lakes Housing regarding the First-Time Homebuyers Assistance Program.

***DEPARTMENTAL RECOMMENDATION:***

Request the Board of Supervisors: Receive a presentation from Mammoth Lakes Housing, provide comments and direction.

***SUMMARY DISCUSSION:***

Mammoth Lakes Housing requests that the County consider approving a Community Development Block Grant (CDBG) application for a First Time Homebuyer Assistance Program. The program would provide down payment assistance loans to first-time homebuyers earning less than 80% of the Area Median Income (AMI). In Inyo County, 80% of the AMI for a family of four is $52,400.

To pursue the Program, the County will need to apply for a federal Community Development Block Grant. In order to submit a CDBG application, the County must first hold two public hearings. The first public hearing is intended to identify general projects which the County could submit an application. The second public hearing, which must be held at least 30-days after the first public hearing, is to consider the specific application. If the Board is interested in proceeding with a CDBG application for the First Time Homebuyer Assistance Program, Mammoth Lakes Housing will assist staff in preparing the notices and resolutions associated with the required public hearing process, as well as completing the grant application.

The First Time Homebuyer Assistance Program proposal is being presented as a turn-key program that will demand little of County staff resources, and limit the County's fiscal risk. Mammoth Lakes Housing would administer the grant agreement and the Program through a sub-recipient agreement with the County. This agreement would be part of the CDBG application approved by the Board. Mammoth Lakes Housing would be responsible for approval of all applicants. County staff will be responsible for managing the sub-recipient agreement, review and approve funding requests, and review and sign off on quarterly, annual and final reports prepared by Mammoth Lakes Housing. The County would pre-fund any down payment assistance loans to the escrow company and would be reimbursed by the State of California Department of Housing and Community Development. Reimbursement is usually received within 4-6 weeks. Unlike many site-specific CDBG projects, the First Time Homebuyer Program would benefit qualified applicants countywide.

***ALTERNATIVES:***

Agree to set a public hearing date for February 12, 2013 and participate in the program. The NOFA for the CDBG funding was released on January 7, 2013 with applications due April 12, 2013. In order to meet the

requirements for the two public hearings, and be prepared to submit an application by the deadline, the County will need to notice the first public hearing for February 12, 2013. Doing so would allow the second public hearing to be held at the March 26, 2013 or April 2, 2013 Board of Supervisor's meeting.

Do not agree to set a public hearing date and do not participate in the program.

***OTHER AGENCY INVOLVEMENT:***

Mammoth Lakes Housing developed the First Time Homebuyer Assistance Program proposal and requested today's presentation before the Board.

***FINANCING:***

There is no financial impact associated with today's presentation. However, should the Board decide to proceed with the CDBG process, the process will require staff resources to coordinate with Mammoth Lakes Housing in the preparation and notice of public hearings, prepare staff reports and review the grant application.

If the First Time Homebuyer Assistance Program is funded, County staff time would be required to manage the sub-recipient agreement with Mammoth Lakes Housing, review and approve fund requests from Mammoth Lakes Housing, issue checks, and review and sign off on quarterly, annual and final reports prepared by Mammoth Lakes Housing.

The County would be required to prefund any down payment assistance loan to be reimbursed by the State of California Department of Housing and Community Development within 4-6 weeks.

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

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

_____ Date: 1-23-13

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

27

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Inyo National Forest Plan Update/Revision

***RECOMMENDATION***: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

***SUMMARY DISCUSSION***: The Inyo National Forest is working on updating the Inyo National Forest Plan.[1] Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

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

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

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

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

Date: 1/23/13

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

# 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
2B

FROM: County Counsel/CAO/Public Works

FOR THE BOARD MEETING OF: February 5, 2013

SUBJECT: Approval of First Amendment to the License Agreement with California Broadband Cooperative.

**DEPARTMENTAL RECOMMENDATIONS**: Request Board approve the First Amendment to the License Agreement for Use of County Land for Node Sites, Community Service Cabinet Sites, Anchor Sites, and For Use of County Rights of Way for Underground Fiber Optic Transmission Lines with California Broadband Cooperative, Inc., and authorize the Chair to sign the amendment.

**CAO RECOMMENDATION**:

**SUMMARY DISCUSSION**: This Amendment arises as part of the Digital 395 project, which is constructing a high capacity fiber optic network along the general route of Highway 395. On November 15, 2011, your Board approved a license agreement giving California Broadband Cooperative, Inc. the right to use identified County roads and property in connection with the construction, installation, and maintenance of the Digital 395 project. CBC is a form of public utility corporation subject to the jurisdiction of the California Public Utilities Commission (CPUC). Government Code section 25526.6 authorizes the County to grant a license for use of County real property to any public utility corporation in the manner and on such terms and conditions as the Board determines, upon a finding that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with use of the property by the County.

California Broadband Cooperative will not only build the Digital 395 system, it will also thereafter operate the system as a business providing wholesale broadband service and capacity to members of the Cooperative. Such members would include "last mile" providers, who would acquire services from the system and then provide commercial services to private consumers. Some governmental entities would also be members of the Cooperative and acquire services directly from the system. Inyo, Mono, and Kern counties will be "Class A" members of the Cooperative and, in recognition of their contributions to the Project, will have special rights under the Cooperative's bylaws, including the right to appoint a director to the Cooperative's board of directors.

The network will extend lines to numerous anchor sites, including several County buildings, as well as city facilities and schools. At the time the orignial license agreement was drafted, the exact anchor sites and the routes to those sites were not known. The License Agreement (and the parties) anticipated that the anchor sites and needed rights of way to those sites would be later identified and incorporated in the License. This Amendment grants rights-of-way over County roads and property to the anchor sites identified in the Amendment. Those rights-of-way are provided on the same terms and conditions as the original License Agreement and are essetntially provided for no charge.

**ALTERNATIVES:**
Do not approve the resolution and license agreement.

**OTHER AGENCY INVOLVEMENT:**
CPUC; NTIA; LADWP; USFS; BLM; City of Bishop

**FINANCING:**

Waiver of license fees. In addition, County staff time and permit fees associated with the Project's construction are being contributed free of charge. The waived fees were not anticipated in this year's budget so there will be no budget impact from the waivers.

| 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 1/23/13 |
| AUDITOR/CONTROLLER<br>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<br>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) _____ Date: 1-23-13

**DEPARTMENT HEAD SIGNATURE:**
(Not to be signed until all approvals are received) _____ Date: 01-23-2013

**DEPARTMENT HEAD SIGNATURE:**
(Not to be signed until all approvals are received) _____ Date: 1-23-13

# FIRST AMENDMENT TO THE LICENSE AGREEMENT FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES

THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES (the "First Amendment") is made and entered into this _____ day of February, 2013 by and between the County of Inyo ("County") and California Broadband Cooperative, Inc. ("Licensee"). County and Licensee agree as follows:

## RECITALS

**A.** County and Licensee entered into that certain LICENSE AGREEMENT FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES (the "Agreement") referenced above on November 15, 2011 wherein County licensed to Licensee the use of certain real property for the installation of fiber optic transmission lines, Node Sites, Community Service Cabinet Sites ("CSC Sites") and Community Anchor Institutions (the "Anchors"). The licensed properties are part of Licensee's Digital 395 broadband communications network (the "Project").

**B.** At the time the Agreement was executed, Licensee had not yet completed its engineering design of its distribution network of fiber optic transmission cables (the "Distribution Transmission Corridors") that would connect the Project's main backbone fiber optic transmission cables to the Anchors. The parties agreed that Licensee would submit its design of the Distribution Transmission Line Corridors to County for County's approval once Licensee had completed its design work.

**C.** At the time the Agreement was executed, the parties agreed that Licensee would have the right to provide connection points to its fiber optic network to those Anchors in the County that had been approved by the National Telecommunications and Information Administration ("NTIA") under the Grant Funding. The parties understood and agreed that such list of Anchors would be updated as the development of the Project progressed for various reasons (some buildings may not need or want broadband communications, some new Anchors will be added, etc.).

## FIRST AMENDMENT TO THE AGREEMENT

**1.** All capitalized terms in the First Amendment shall have the same definition as set forth in the Agreement.

**2.** Exhibit D to the Agreement is hereby replaced with the Revised Exhibit D attached to this First Amendment. The Revised Exhibit D provides the updated list of Anchors and lists all anchors that Licensee intends to connect to the Project in Inyo County, regardless of whether they are situated on County owned property. Exhibit E to the Agreement is hereby replaced with the Revised Exhibit E attached hereto. The Revised Exhibit E includes the Site Maps of the Anchors that are on County property or are a County facility located on property of a third party. These Maps show the route Licensee shall use to bring its fiber optic transmission cables to the buildings on each such Anchor Site. For each Anchor that is on County owned property, County hereby approves the route of the fiber optic transmission cable shown on the applicable Site Map. County hereby grants a non-exclusive license to Licensee, and Licensee accepts the license from County to utilize such route to the Anchor for installation and operation of fiber optic transmission cable to serve the Anchor situated on County owned property. For the Anchors depicted in Revised Exhibit E that are County facilities on land owned by a third party, County agrees that it desires to have a connection point provided to the Anchors, subject to Licensee obtaining access over the property and into the building occupied by the County. In addition, Licensee shall obtain the approval of the property owner to install its fiber optic transmission cable across the property and into the building of any Anchor listed on Revised Exhibit D that is not situated on County owned property.

**3.** Exhibit F-1 attached to this First Amendment is hereby added to the Agreement. Such Exhibit describes the Distribution Transmission Line Corridors within County Rights of Way. Exhibit G-1 is hereby added to the Agreement. Such exhibit includes the Site Maps showing the Distribution Transmission Line Corridor on each County right of Way listed in Exhibit F-1. The County Rights of Way are depicted in yellow on the maps included in this Exhibit. County hereby grants a non-exclusive license to Licensee, and Licensee accepts the license from County for such Distribution Transmission Line Corridors, 24/7, for underground fiber optic transmission line corridors within the Rights of Way connecting to the Anchor Sites.

**4.** Exhibit H to the Agreement is hereby amended by the deletion of BLOCK I-106, Staging Area ID S009 (1001 County Road, Big Pine Calif.), proposed for use as a Materials Depot. Licensee has determined that this area is no longer needed for the project.

**5.** All licenses granted by this First Amendment are provided on and subject to the same terms and conditions applicable to other non-exclusive licenses granted by the Agreement, including but not limited to the terms and conditions set forth in Sections 3 (Anchor Sites), 4 (Underground Fiber Optic Transmission Lines), 9 (Purpose), and 11 (Condition and Title) of the Agreement.

**6.** This First Amendment to the Agreement shall be effective as of February 5, 2013.

**7.** The Agreement shall remain in full force and effect between the parties, except as amended herein.

**8.** This First Amendment to the Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

IN WITNESS WHEREOF, this First Amendment to the Agreement has been duly approved by County and Licensee.

Licensor:

County of Inyo

_____ Date: _____

By: _____

Approved as to form:

R Keller Date: 1·23·13

By: Randy Keller
County Counsel

Licensee:
California Broadband Cooperative, Inc.

_____ Date: _____

By: Robert W. Volker
Its: Chief Executive Officer

EXHIBIT D-1

| Anchor | Anchor Description | Property Owner/Lessee (*Building or Land not owned by Inyo County) | Address | Original Filed Facility Type |
|---|---|---|---|---|
| 123 | Department of Motor Vehicles | DMV | 1115 W Line St. Bishop | Other Government Agency |
| 124 | Northern Inyo Hospital | Northern Inyo Hospital District | 150 Pioneer Ln. Bishop | Medical or Healthcare Provider |
| 125 | Bishop Care Center | Horizon West Healthcare | 151 Pioneer Ln. Bishop | Medical or Healthcare Provider |
| 126 | City Maintenance Yard | City of Bishop | 151 S Warren St. Bishop | Other Government Facility |
| 127 | Phoenix Community Day School | Inyo County Office of Education District | 166 Grandview Ln. Bishop | School (K-12) |
| 128 | Inyo Narcotics Inforcement Team (I.N.E.T) | County of Inyo* | 873 N. Main St. #219 Bishop | Public Safety Entity |
| 129 | Pioneer Home Health Care | Pioneer Home Health Care | 162 E Line St. Bishop | Medical or Healthcare Provider |
| 130 | Child Welfare Services | County of Inyo* | 162 Grove St. Bishop | Other Government Facility |
| 131 | Inyo Mono Area Agency on Aging | County of Inyo* | 162-C Grove St. Bishop | Medical or Healthcare Provider |
| 132 | Behavioral Health and Social Services | County of Inyo* | 162-J Grove St. Bishop | Medical or Healthcare Provider |
| 133 | Bishop Water/Council | City of Bishop | 163 May St. Bishop | Other Government Facility |
| 134 | Inyo County HHS Director | County of Inyo* | 163 May St. Bishop | Other Government Facility |
| 135 | Jill Kinmont Boothe School | Inyo County Office of Education District | 166 Grandview Ln. Bishop | School (K-12) |

| | | | | |
|---|---|---|---|---|
| 136 | Bishop Well #1 | City of Bishop | 175 N Warren St. Bishop | Other Government Facility |
| 137 | Home Street Middle School | Bishop Union Elementary School District | 201 Home St. Bishop | School (K-12) |
| 138 | Bishop Police Department | City of Bishop | 207 W Line St. Bishop | Public Safety Entity |
| 139 | Inyo County Health Dept. | County of Inyo | 207 W South St. Bishop | Medical or Healthcare Provider |
| 140 | UC Davis Agricultural Center Cooperative Extension | County of Inyo | 207 W South St. Bishop | Other Institution of Higher Education |
| 141 | Bishop Fire Dept. | City of Bishop | 209 W Line St. Bishop | Public Safety Entity |
| 142 | Bishop Library | County of Inyo | 210 Academy Ave. Bishop | Library |
| 143 | DA Child Support | County of Inyo* | 230 W Line St. Bishop | Other Government Facility |
| 144 | Inyo County District Attorney | County of Inyo* | 230 W Line St. Bishop | Other Government Facility |
| 145 | Los Angeles Dept. Water & Power-Construction Ofc | Los Angeles Dept. of Water & Power | 240 W South St. Bishop | Other Government Facility |
| 146 | Los Angeles Water & Power Dept | Los Angeles Dept. of Water & Power | 300 Mandich St. Bishop | Other Government Facility |
| 147 | WMRS Owens Valley Laboratory | University of California | 3000 E. Line St. Bishop | Other Institution of Higher Education |
| 148 | Bishop High School | Bishop Joint Union High School District | 301 N Fowler St. Bishop | School (K-12) |
| 149 | Bishop Joint Union High School District | Bishop Union High School District | 656 W. Pine St. Bishop | School (K-12) |

| | | | | |
|---|---|---|---|---|
| 150 | Bishop Sheriff's Sub-Station | County of Inyo* | 301 W Line St. Bishop | Public Safety Entity |
| 151 | Bishop Superior Court | Aministrative Office of the Courts | 301 W Line St. Bishop | Other Government Facility |
| 152 | Bishop District Maintenance Yard 1 | County of Inyo | 3236 W Line St. Bishop | Other Government Facility |
| 153 | Los Angeles Dept. Water & Power-Power Office | Los Angeles Dept. of Water & Power | 340 W South St. Bishop | Other Government Facility |
| 154 | Inyo County Search & Rescue - Posse Hut | County of Inyo | 350 Airport Rd. Bishop | Public Safety Entity |
| 155 | Bishop City Hall/Offices | City of Bishop | 377 W Line St. Bishop | Other Government Facility |
| 156 | CDF Bishop Field Office/Inyo National Forest Office | US Forest Service | 351 Pacu Ln. Ste. 200 Bishop | Other Government Facility |
| 157 | CA Fish & Game Office | CA Department of Fish & Game | 407 W Line St. Bishop | Other Government Facility |
| 158 | Bishop Independent Study | Bishop Union High School District | 4090 W Line St. Bishop | School (K-12) |
| 159 | Cerro Coso Community College-Bishop | Kern Community College District | 4090 W Line St. Bishop | Community College |
| 160 | CHP Office | State of California | 496 S Main St. Bishop | Public Safety Entity |
| 161 | Bishop Paiute Tribal Office | Bishop Paiute Tribe | 50 Tu Su Ln. Bishop | Other Government Facility |
| 162 | Caltrans District Office | California Dept. of Transportation | 500 S Main St. Bishop | Other Government Facility |
| 163 | Bishop Senior Center | County of Inyo | 506 Park Ave. Bishop | Other Government Facility |

| | | | | |
|---|---|---|---|---|
| 164 | Progress House | County of Inyo | 536 N 2nd St. Bishop | Other Government Facility |
| 165 | First 5 | County of Inyo* | 568 W Line St. Bishop | Other Government Facility |
| 166 | WIC | County of Inyo* | 568 W Line St. Bishop | Other Government Facility |
| 167 | Inyo County Administration Offices | County of Inyo* | 163 May St. Bishop | Other Government Facility |
| 168 | Bishop Road Shop | County of Inyo | 701 S Main St. Bishop | Other Government Facility |
| 169 | Bishop Airport | County of Inyo | 703 Airport Rd. Bishop | Other Government Facility |
| 170 | BLM Office | BLM | 351 Pacu Ln. Bishop | Other Government Facility |
| 171 | White Mountain Ranger Station | US Forest Service | 798 N Main St. Bishop | Other Government Facility |
| 172 | Bishop Union Elementary Community Day School II | Bishop Union Elementary School District | 800 W Elm St. Bishop | School (K-12) |
| 173 | Bishop Union Elementary School District | Bishop Union Elementary School District | 800 W Elm St. Bishop | Other Government Facility |
| 174 | Elm Street Elementary | Bishop Union Elementary School District | 800 W Elm St. Bishop | School (K-12) |
| 175 | Pine Street Elementary | Bishop Union Elementary School District | 800 W Pine St. Bishop | School (K-12) |
| 176 | Bishop Wellness Center | County of Inyo* | 130 Short St. Bishop | Medical or Healthcare Provider |
| 177 | US Forest Service - Law Enforcement | US Forest Service | 351 Pacu Ln. Bishop | Public Safety Entity |
| 178 | HHS One Stop | County of Inyo* | 914 N Main St. Bishop | Other Government Facility |

| | | | | |
|---|---|---|---|---|
| 179 | Inyo County Probation | County of Inyo* | 914 N Main St. Bishop | Public Safety Entity |
| 180 | Employment and Eligibility | County of Inyo* | 920 N Main St. Bishop | Other Government Facility |
| 181 | Fire Training Center | City of Bishop | 960 Polenta Road Bishop | Public Safety Entity |
| 182 | Bishop Well #3 | City of Bishop | Sunland Dr. Bishop | Other Government Facility |
| 184 | Bishop Well #2 | City of Bishop | 1005 N Main St. Bishop | Other Government Facility |
| 185 | Bishop City Park | City of Bishop | 688 N. Main St. Bishop | Other Government Facility |
| 186 | Lift Station | City of Bishop | 201 Johnston Dr. Bishop | Other Government Facility |
| 187 | Sewer plant | City of Bishop | 980 Poleta Rd. Bishop | Other Government Facility |
| 188 | Bishop Well #4 | City of Bishop | 3800 W Line St. Bishop | Other Government Facility |
| 189 | Round Valley Elementary School | Round Valley Joint Elementary School District | 301 N Round Valley Road Bishop | School (K-12) |
| 190 | Round Valley Joint Elementary School District Office | Round Valley Joint Elementary School District | 300 N Round Valley Rd. Bishop | Other Government Facility |
| 191 | Millpond Park | County of Inyo* | 100 Sawmill Rd. Bishop | Other Government Facility |
| 192 | Park Shop | City of Bishop | 646 N. Main Street Bishop | Other Government Facility |
| 193 | Bishop Storage Tank | City of Bishop | 3244 W. Line St. Bishop | Other Government Facility |
| 194 | Rock Creek Guard Station | US Forest Service | 1 Rock Creek Road Bishop | Other Government Facility |

| | | | | |
|---|---|---|---|---|
| 195 | Caltrans District Office | California Dept. of Transportation | 1200 Spruce Street Bishop | Other Government Facility |
| 196 | Big Pine Library | County of Inyo* | 500 Main St. Big Pine | Library |
| 197 | Big Pine Road Yard | County of Inyo | 150 W Dewey St. Big Pine | Other Government Facility |
| 198 | Big Pine Senior Center | County of Inyo | 180 Dewey St. Big Pine | Other Government Facility |
| | | | | |
| 200 | Palisade Glacier High School | Bishop Union High School District | 2002 Sugar Loaf Rd. Big Pine | School (K-12) |
| 201 | Big Pine Elementary School | Big Pine Unified School District | 500 S Main St. Big Pine | School (K-12) |
| 202 | Big Pine High School | Big Pine Unified School District | 500 S Main St. Big Pine | School (K-12) |
| 203 | Big Pine Middle School | Big Pine Unified School District | 500 S Main St. Big Pine | School (K-12) |
| 204 | Big Pine Unified School District | Big Pine Unified School District | 500 S Main St. Big Pine | Other Government Facility |
| 205 | Big Pine Paiute Tribal Offices | Bishop Paiute Tribe | 825 S Main St. Big Pine | Other Government Facility |
| 206 | Fish Springs Hatchery | CA Department of Fish and Game | Fish Springs Rd. Big Pine | Other Government Facility |
| 208 | Bernasconi Education Center | Inyo County Office of Education | 941 Sugar Loaf Rd. Big Pine | Other Government Facility |
| 209 | Owens Valley Radio Observatory (OVRO) | OVRO | 100 Leighton Lane Big Pine | Other Government Facility |
| 210 | Big Pine Animal Shelter | County of Inyo | 1001 County Rd. Big Pine | Other Government Facility |

| | | | | |
|---|---|---|---|---|
| 211 | Fort Independence Tribal Office | Fort Independence Paiute Tribe | 131 N. Hwy 395 Independence | Other Government Facility |
| 212 | Inyo County Water Dept. | County of Inyo | 135 Jackson St. Independence | Other Government Facility |
| 214 | Health & Human Services Fiscal Office | County of Inyo | 155 E Market St. Independence | Other Government Facility |
| 215 | Eastern California Museum | County of Inyo | 155 N Grant St. Independence | Other Government Facility |
| 216 | Independence Central Library | County of Inyo | 168 N Edwards St. Independence | Library |
| 217 | Annex Building | County of Inyo | 168 N Edwards St. Independence | Other Government Facility |
| 218 | Courthouse 1/2 - Library | County of Inyo | 168 N Edwards St. Independence | Other Government Facility |
| 219 | Courthouse 3 | California AOC | 168 N Edwards St. Independence | Other Government Facility |
| 220 | Juvenile Institution | County of Inyo | 201 Mazourka Cnyn. Rd. Independence | Other Government Facility |
| 221 | Los Angeles Dept. Water & Power-Construction Ofc | Los Angeles Dept. of Water & Power | 201 S Webster St. Independence | Other Government Facility |
| 222 | Owens Valley Community Day School | Owens Valley Unified School District | 202 S Clay St. Independence | School (K-12) |
| 223 | Owens Valley Unified School District | Owens Valley Unified School District | 202 S Clay St. Independence | School (K-12) |
| 224 | Owens Valley High School | Owens Valley Unified School District | 202 S Clay St. Independence | School (K-12) |
| 225 | Owens Valley Elementary School | Owens Valley Unified School District | 202 S Clay St. Independence | School (K-12) |
| 226 | Inyo County Administration Building | County of Inyo | 224 N Edwards St. Independence | Other Government Facility |

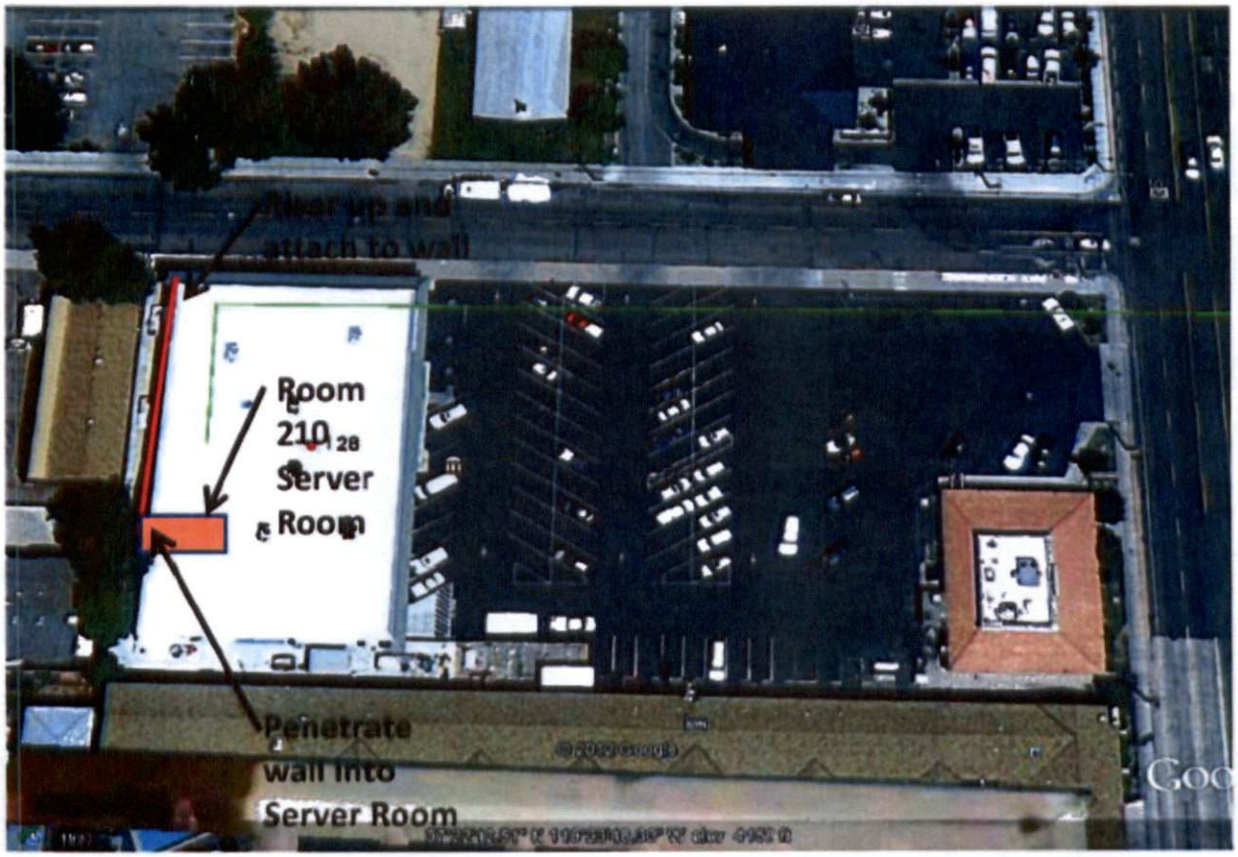
| | | | | |
|---|---|---|---|---|
| 227 | The Manzanar National Historic Site | U.S. National Park Service | 5001 Hwy 395 Independence | Other Government Facility |
| 228 | Inyo County Jail/Sheriff's Office | County of Inyo | 550 S Clay St. Independence | Other Government Facility |
| 229 | Inyo County Office of Education | Inyo County Office of Education | 555 S Clay St. Independence | Other Government Facility |
| 230 | Opportunity School | Inyo County Office of Education | 201 Mazourka Rd. Independence | School (K-12) |
| 231 | Independence Road Shop | County of Inyo | 750 S Clay St. Independence | Other Government Facility |
| 232 | Independence Helitack Base Fire Station | US Forest Service | 760 N Edwards St. Independence | Government |
| 233 | Independence Airport | County of Inyo | 800 N Edwards St. Independence | Other Government Facility |
| 235 | CDF-Cal Fire | State of California | C/O E Park St & S Clay St Independence | Government |
| 236 | Independence Volunteer Fire Department | Independence Volunteer Fire Department | 200 E Market St. Independence | Government |
| 237 | Caltrans | California Dept. of Transportation | 665 N. Edwards St. Independence | Other Government Facility |
| 239 | Lone Pine Pauite Shoshone Tribal Offices | Lone Pine Paiute Shoshone Tribe | 975 Teya Lone Pine | Other Government Facility |
| 240 | Lone Pine Wellness Center | County of Inyo | 126 W Washington St. Lone Pine | Medical |
| 241 | Mount Whitney Ranger District Office | US Forest Service | 640 S. Main St. Lone Pine | Other Government Facility |
| 242 | Lone Pine Senior Center | County of Inyo | 138 N Jackson St. Lone Pine | Other Government Facility |
| 243 | Lone Pine Town Hall | County of Inyo | 138 N Jackson St. Lone Pine | Other Government Facility |

| | | | | |
|---|---|---|---|---|
| 244 | Lone Pine Airport | County of Inyo | 1458 S. Main St.<br>Lone Pine | Other Government Facility |
| 245 | Lone Pine Road Shop | County of Inyo | 160 N Pine Ave.<br>Lone Pine | Other Government Facility |
| 246 | Lo-Inyo Elementary School | Lone Pine Unified School District | 223 E Locust St.<br>Lone Pine | School (K-12) |
| 247 | Mount Whitney Preschool | Lone Pine Unified School District | 223 E Locust St.<br>Lone Pine | School (K-12) |
| 248 | Sierra Alternative Learning Academy | Lone Pine Unified School District | 301 S. Hay St.<br>Lone Pine | School (K-12) |
| 249 | Lo-Inyo Elementary Community Day School | Lone Pine Unified School District | 301 S Hay St.<br>Lone Pine | School (K-12) |
| 250 | Lone Pine Adult School | Lone Pine Unified School District | 301 S Hay St.<br>Lone Pine | Other Institution of Higher Education |
| 251 | Lone Pine Unified School District | Lone Pine Unified School District | 301 S Hay St.<br>Lone Pine | School (K-12) |
| 252 | Lone Pine Public Health Offices | County of Inyo | 380 N Mt Whitney Dr.<br>Lone Pine | Medical or Healthcare Provider |
| 253 | Southern Inyo Hospital | Southern Inyo Hospital District | 501 East Locust St.<br>Lone Pine | Medical or Healthcare Provider |
| 254 | Lone Pine High School | Lone Pine Unified School District | 538 S Main St.<br>Lone Pine | School (K-12) |
| 255 | Los Angeles Dept. Water & Power-Power Office | Los Angeles Dept. Water & Power-Power Office | 704 S Main St.<br>Lone Pine | Other Government Facility |
| 256 | Inyo County Sheriff Lone Pine Sub-Station | County of Inyo | 726 N Main St.<br>Lone Pine | Public Safety Entity |
| 257 | Alabama Hills Community Day School | Lone Pine Unified School District | 283 E Locust St.<br>Lone Pine | School (K-12) |
| 258 | Eastern Sierra InterAgency Visitor Center | US Forest Service | Hwy 395 & Hwy 136<br>Lone Pine | Other Government Facility |

| | | | | |
|---|---|---|---|---|
| 259 | Lone Pine Branch Library | County of Inyo | 210 N Washington St.<br>Lone Pine | Library |
| 260 | CHP Office | State of California | 210 Tim Holt St.<br>Lone Pine | Other Government Facility |
| 261 | Inyo County Social Services | County of Inyo | 380 N Mt Whitney Dr.<br>Lone Pine | Other Government Facility |
| 262 | Eastern Sierra Museum | | 127 W Bush St.<br>Lone Pine | Other Government Facility |
| 263 | Southern Inyo Rural Health Clinic | Southern Inyo Hospital District | 500 E. Locust St.<br>Lone Pine | Medical or Healthcare Provider |
| 266 | Los Angeles Dept. Water & Power-Construction Office | Los Angeles Dept. of Water & Power | 111 Sulfate Rd.<br>Keeler | Other Government Facility |
| 271 | Olancha Elementary School | Lone Pine Unified School District | 123 School Rd.<br>Olancha | School (K-12) |
| 282 | Olancha Fire Department | County of Inyo | 2079 S Highway 395<br>Olancha | Public Safety Entity |

**Revised Exhibit E-1**

**Site Maps Showing Anchor Sites on County of Inyo Property**




**Anchor #128 - INET**

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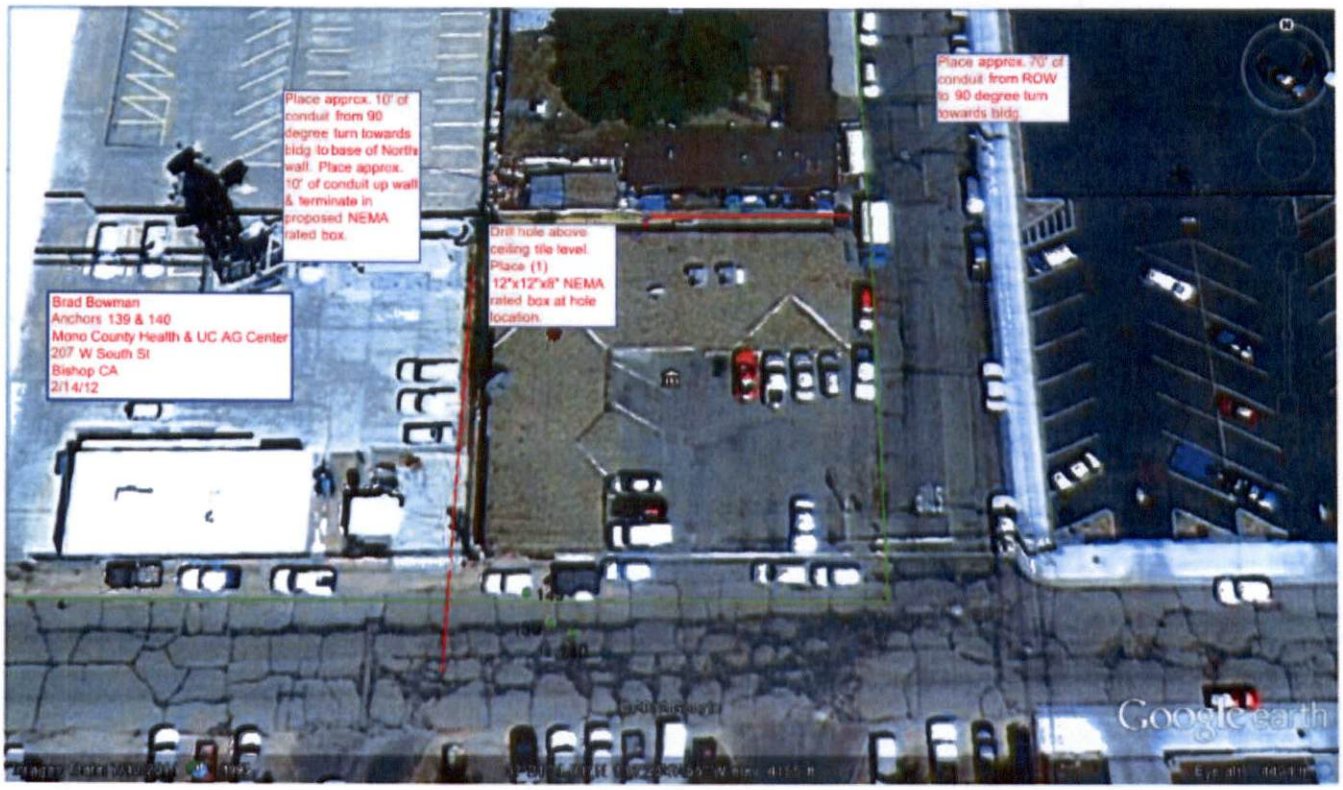


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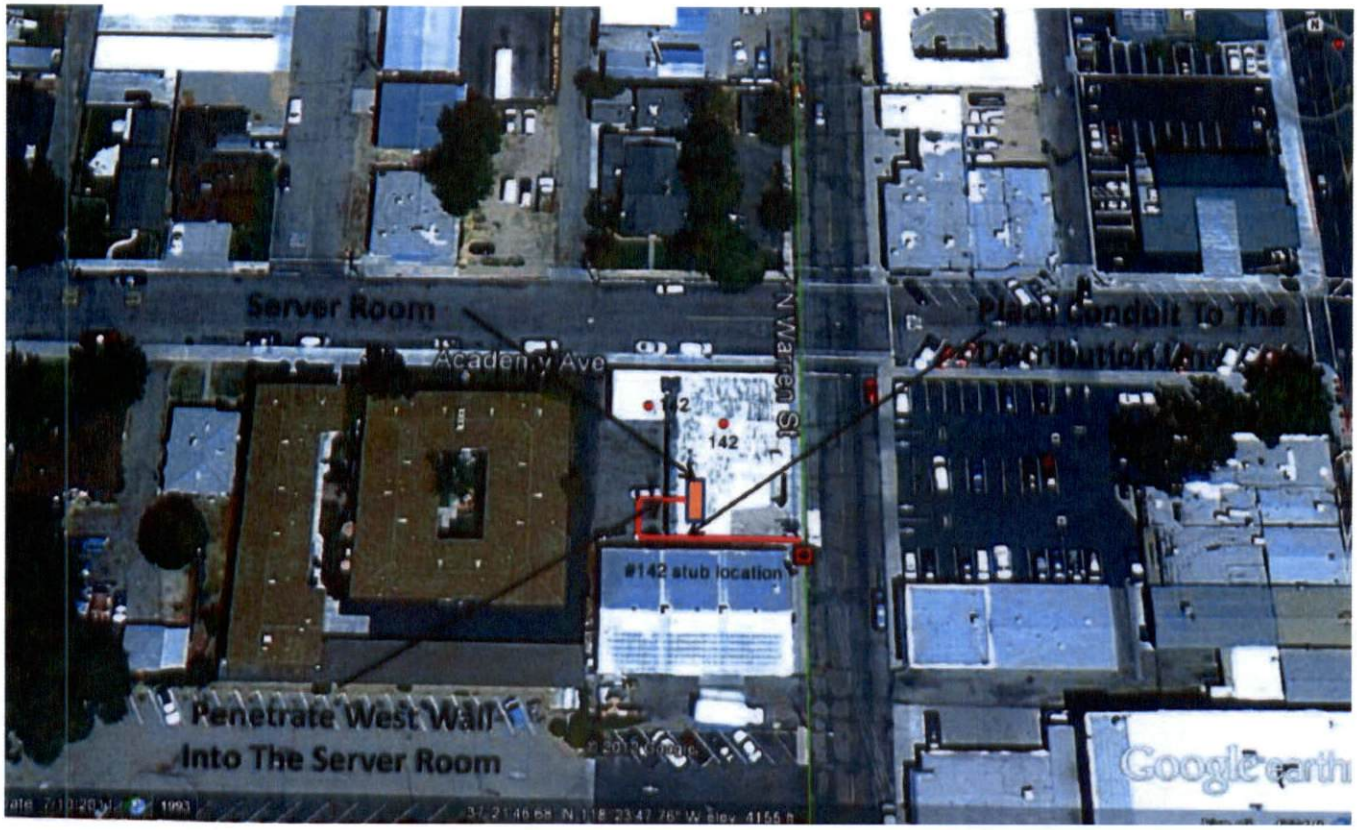


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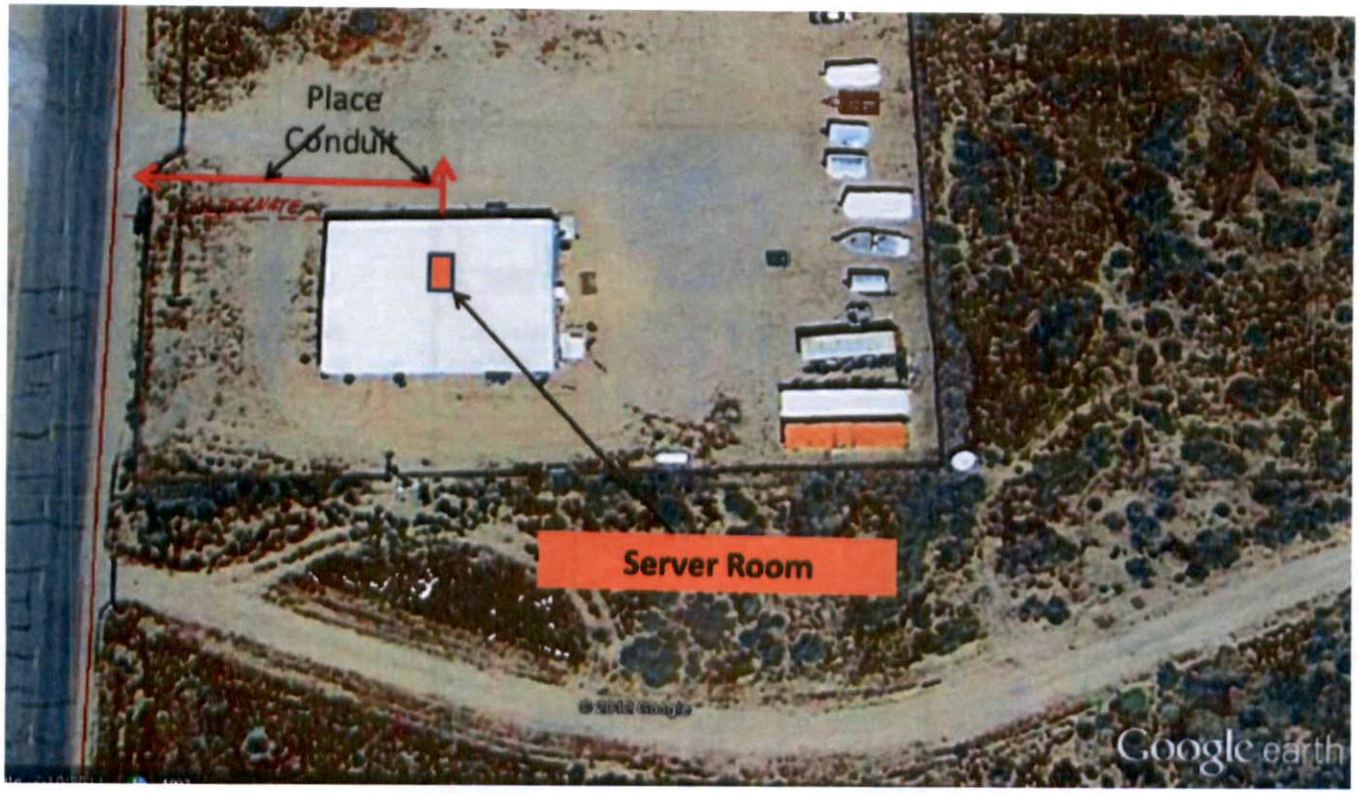


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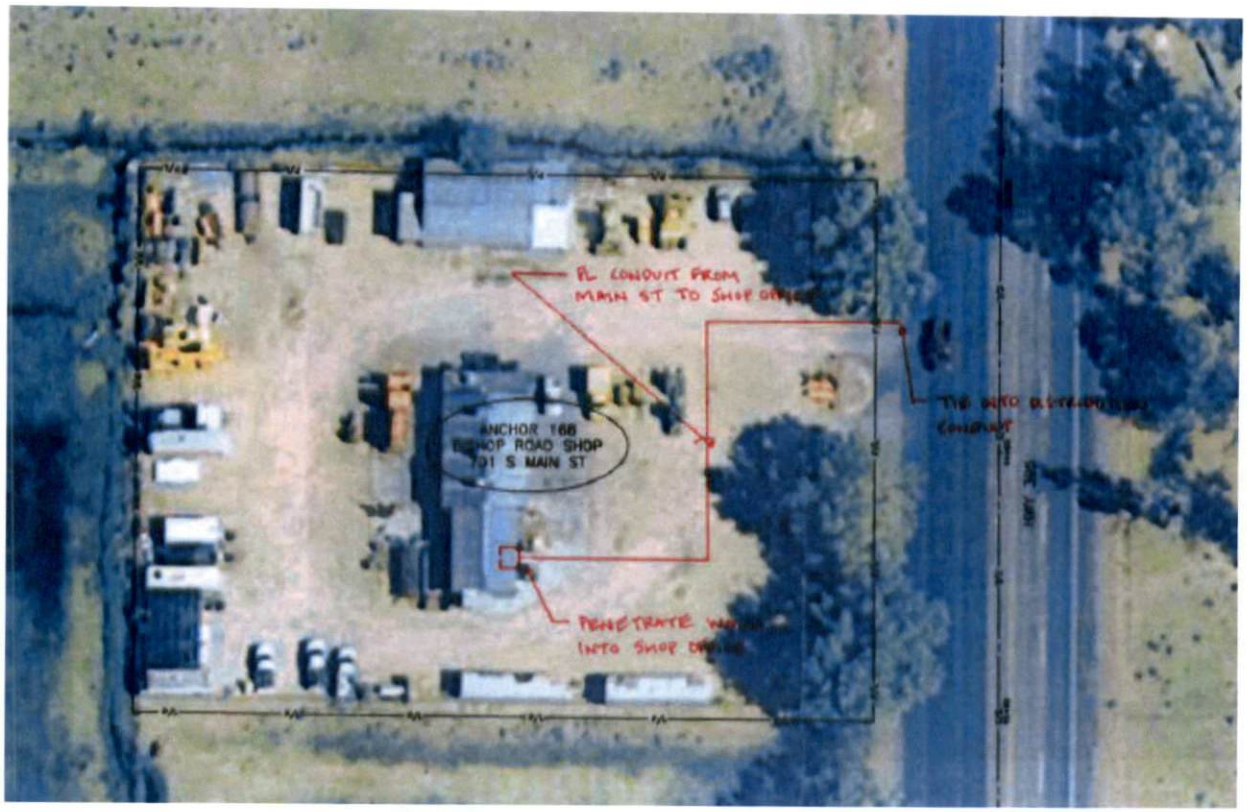


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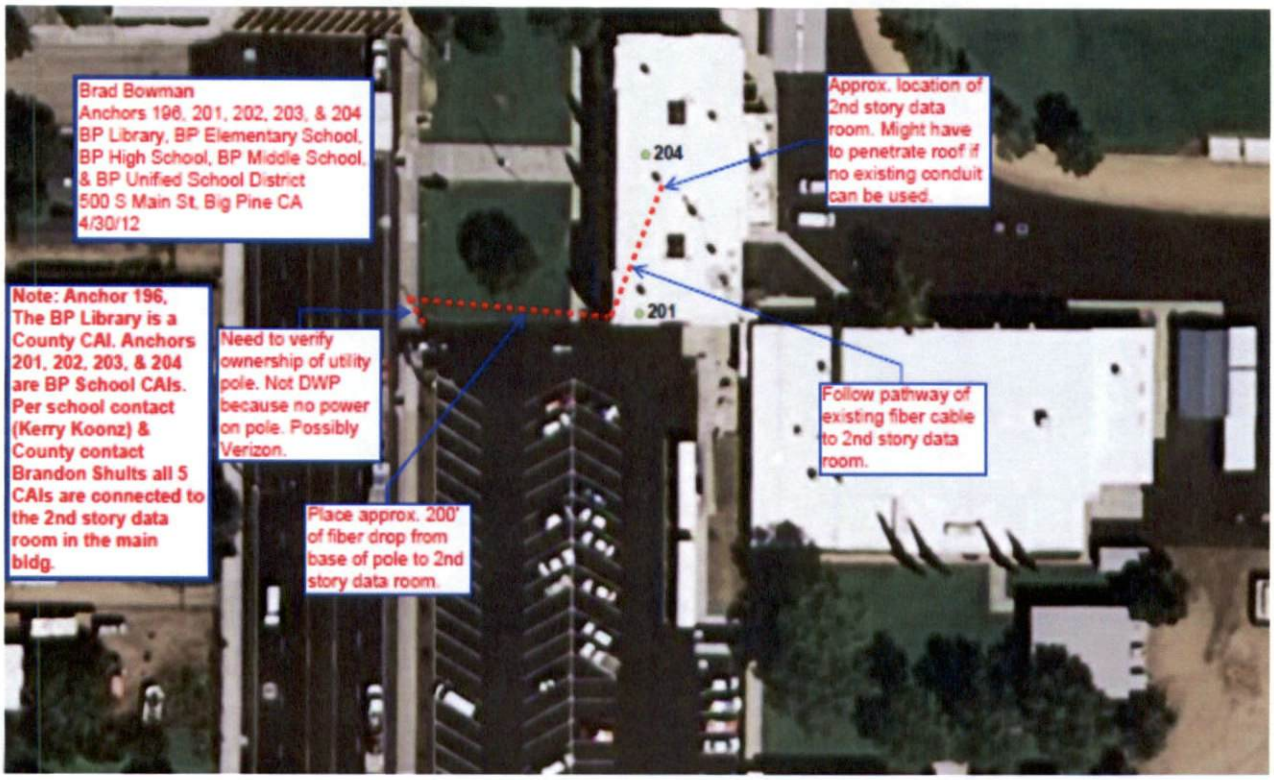


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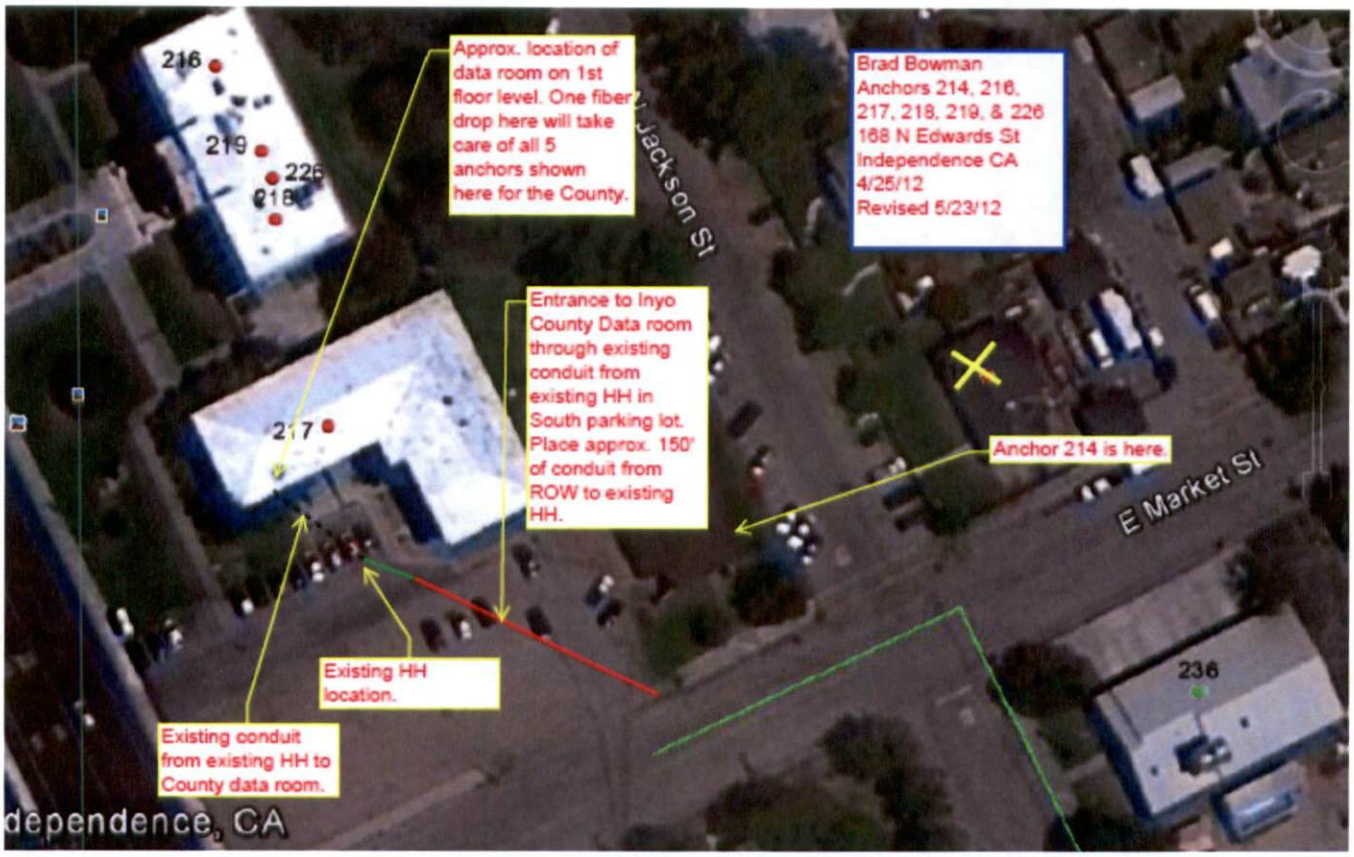
**Anchor No. 212**

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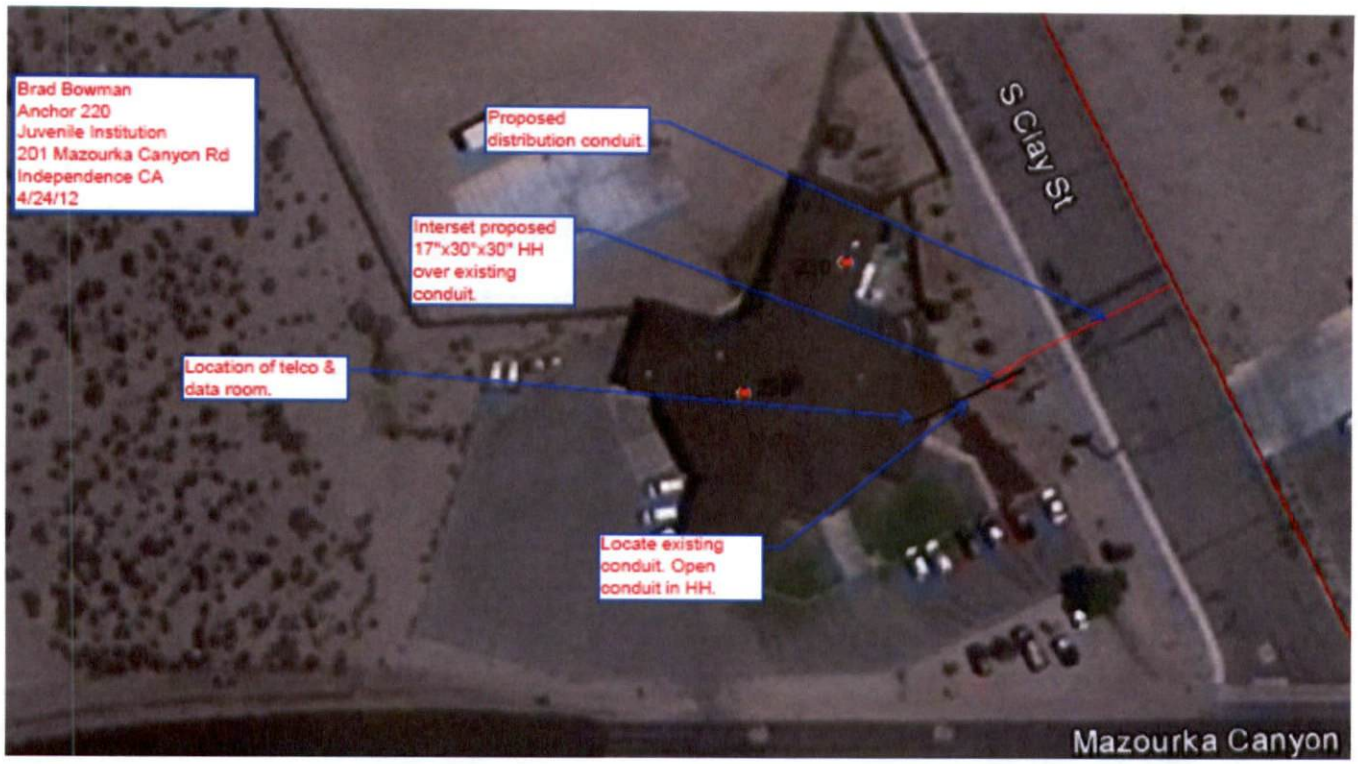


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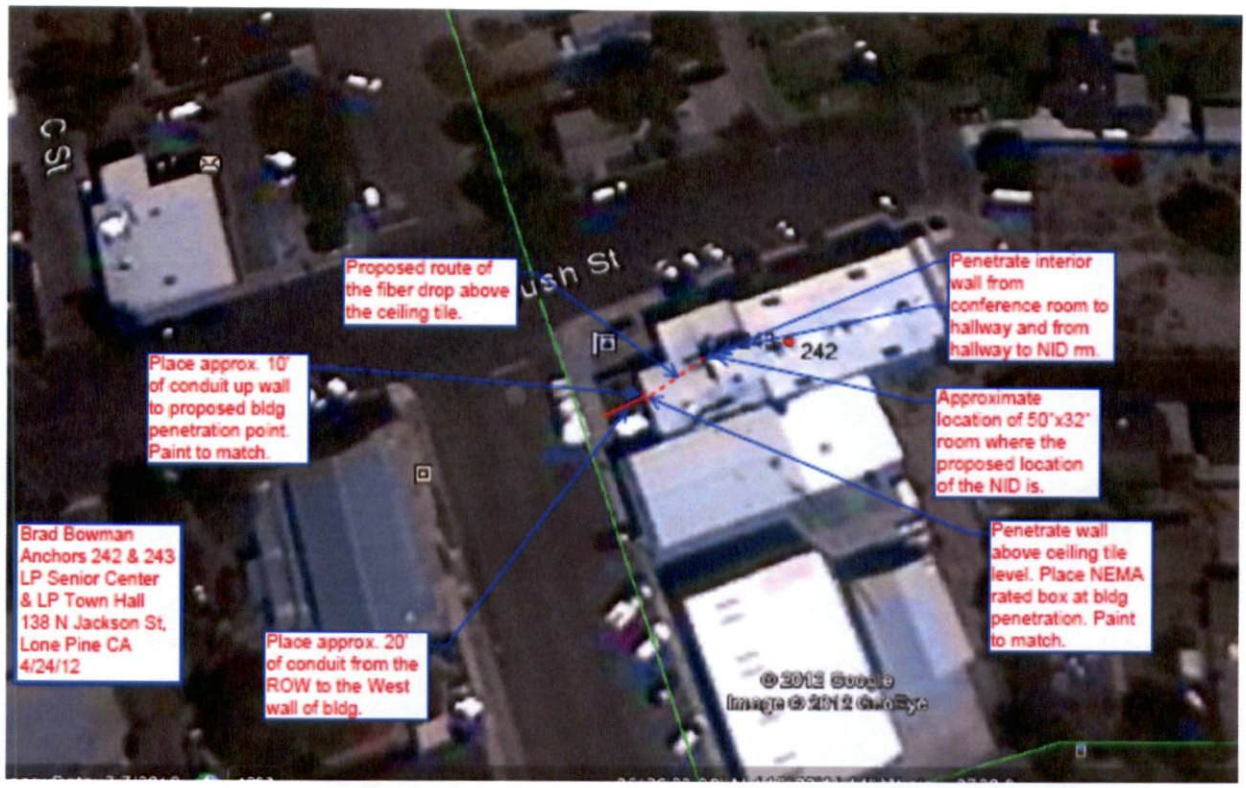


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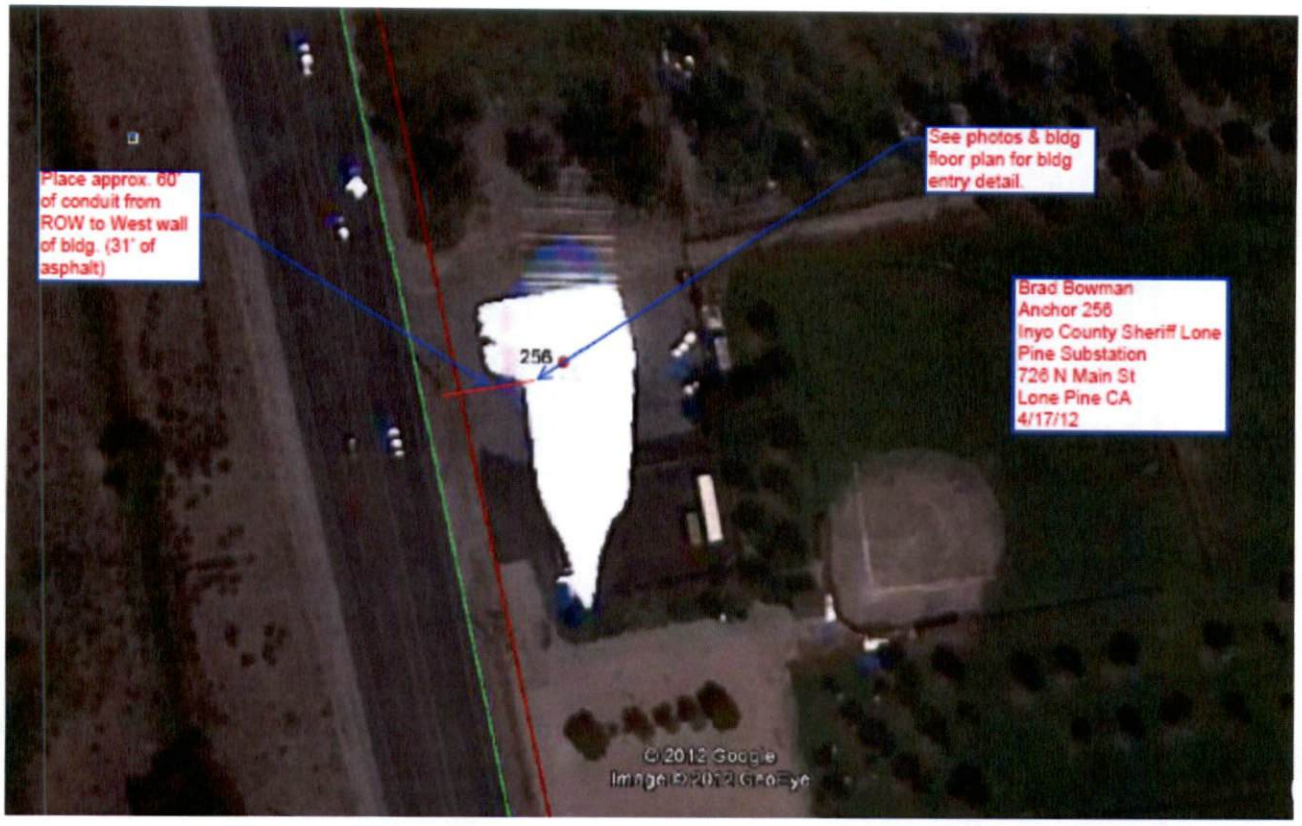


**Anchor No. 256**

**Anchor No. 257**

**Anchor No. 259**

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## Exhibit F-1

## General Description of Distribution Transmission Line Corridors

### INYO COUNTY DISTRIBUTION CABLE ROUTES

| SEGMENT | ROAD NAME AND DESCRIPTION | COUNTY OWNED ROADS | CO. OWNED LF |
|---|---|---|---|
| | **Bishop** | | |
| I105 | Poleta/Airport Rd. to Bishop Creek Canal crossing (I121) | Poleta Road | 4,670 |
| I105 | N. Tu Su Ln./W. Line St. to north end of street | N. Tu Su Ln. | 400 |
| I105 | Red Hill Rd. | Red Hill Rd. | 1,044 |

| SEGMENT | ROAD NAME AND DESCRIPTION | COUNTY OWNED ROADS | CO. OWNED LF |
|---|---|---|---|
| | **Round Valley Extension - Bishop City Limit to R. V. School** | | |
| I104 | Red Hill Rd. junction w/ Bishop Distribution | Red Hill Rd. | 5,840 |
| I104 | Red Hill Rd. to Ed Powers Rd. | Ed Powers Rd. | 11,350 |
| I104 | Ed Powers Rd. junction with Sawmill Rd. | Sawmill Rd. | 36,240 |
| I104 | S. Round Vlly /Sawmill Rd. to S. Round Vlly /S. Round Vlly Tungston | S. Round Valley Rd. | 11,180 |
| I104 | S. Round Vlly/ Tungston Rd to S. Round Vlly Rd/Ownes Circle Rd | S. Round Valley Rd. | 3,500 |
| I104 | S. Round Vlly Rd/Ownes Circle Rd to S. Round Vlly Rd/Horten Ck Rd | S. Round Valley Rd. | 7,610 |
| I104 | S. Round Vlly Rd/Horten Ck Rd to School Property | S. Round Valley Rd. | 10,850 |

| SEGMENT | ROAD NAME AND DESCRIPTION | COUNTY OWNED ROADS | CO. OWNED LF |
|---|---|---|---|
| | **Big Pine - Inyo County** | | |
| I104 | County Rd/N School St. to County Animal Shelter | County Rd. | 3280.00 |
| I104 | Dewey St./S. School St. to just past Hall St. | Dewey St. | 1140.00 |
| I106 | W. Crocker St/School St to W. Crocker St./Hwy395 | W. Crocker Street | 1,316 |

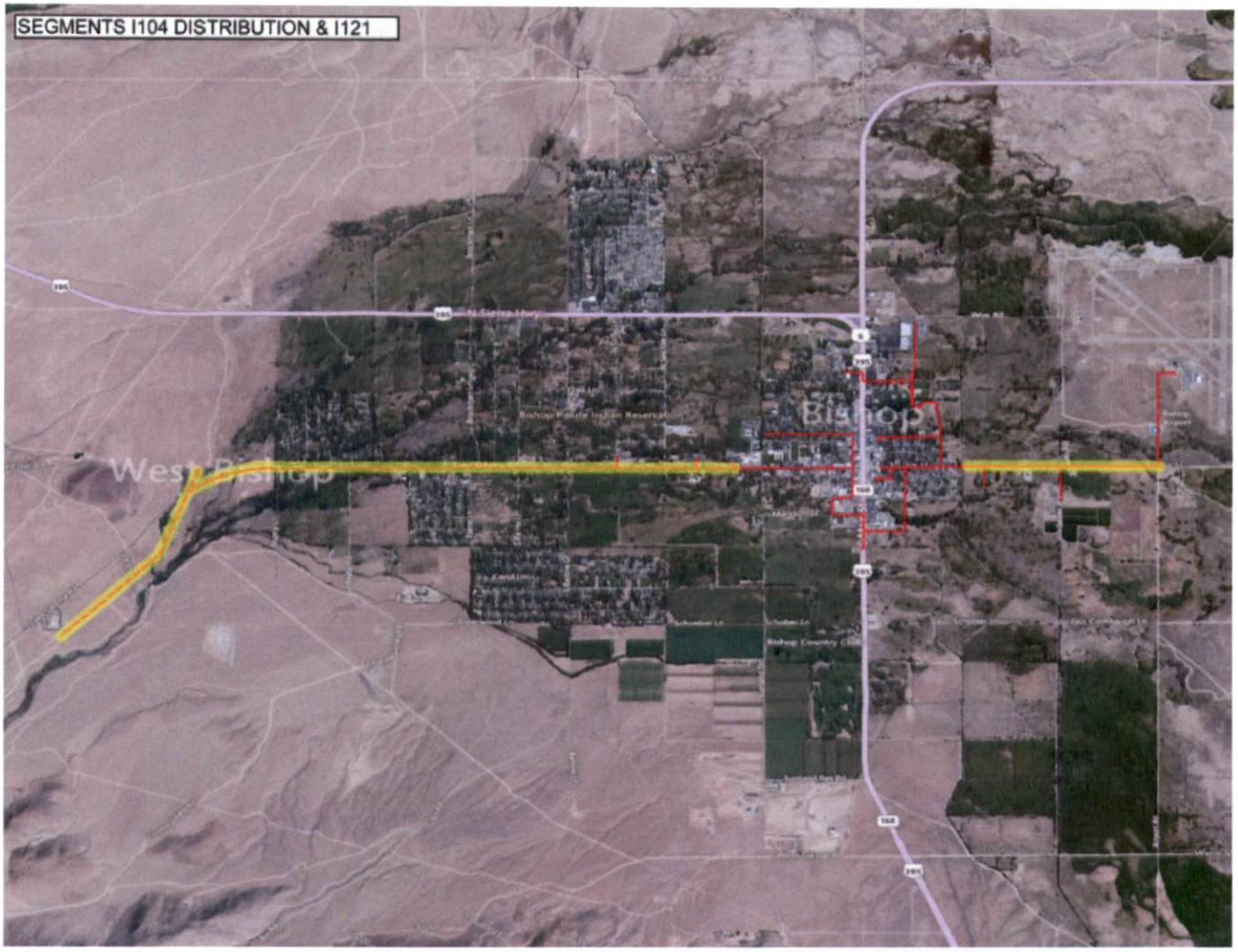
| SEGMENT | ROAD NAME AND DESCRIPTION | COUNTY OWNED ROADS | CO. OWNED LF |
|---|---|---|---|
| | **Independence - Inyo County** | | |
| I111 | Airport Rd/Hwy 395 | Airport Road | 500 |
| I111 | E. Market St. | E. Market Street | 110 |
| I111 | Jackson St/Kearsarge St north to Market St. | Jackson Street | 310 |
| I111 | Kearsarge St/Jackson St east to Clay St | Kearsarge Street | 410 |
| I111 | Payne St/Webster St to Payne St/Clay St | Payne Street | 760 |
| I111 | Webster St/Payne St to Webster St/Center St | Webster Street | 1,210 |
| I111 | Center Street/N. Grant St to Center St/Mary Ally | Center Street | 940 |

| SEGMENT | ROAD NAME AND DESCRIPTION | COUNTY OWNED ROADS | CO. OWNED LF |
|---|---|---|---|
| | **Lone Pine - Inyo County** | | |
| I112 | Hwy 395/Lone Pine Narrow Gauge Rd traveling east | Lone Pine Narrow Gauge Rd | 9,150 |
| I112 | Hwy 395/ E. Begole Rd to E. Begole St/N, Jackson St | Begole Street | 260 |
| I112 | N Jackson St/ E. Begole Rd to N. Jackson St/ | N. Jackson Street | 820 |
| I112 | E. Mountain View Street/N. Jackson Street | E. Mountain View Street | 320 |
| I112 | S. Lone Pine Ave/E. Mountain View Street | S. Lone Pine Ave | 280 |
| I112 | E. Locust St./Washington St. to E. Locust St/Mt. Whitney Dr | E. Locust Street | 1,940 |
| I112 | E. Locust St/Mt. Whitney Dr | Mt. Whitney Dr | 410 |
| I112 | Washington St./Locust St. to Washington St./W. Gene Autry Ln | Washington Street | 1,880 |
| I112 | Washington St./W. Gene Autry Ln | W. Gene Autry Lane | 300 |
| I112 | E. Muir Street | E. Muir Street | 440 |
| I112 | South Street | South Street | 150 |
| I112 | Hwy 395/E. Inyo St | E. Inyo St | 3,510 |
| I112 | Teya Rd/E. Inyo St to Zucco Road | Teya Road | 581 |

| SEGMENT | ROAD NAME AND DESCRIPTION | COUNTY OWNED ROADS | CO. OWNED LF |
|---|---|---|---|
| | **Olancha - Inyo County** | | |
| I117 | Shop St./Fall Rd. to School St. | Shop St. | 1,320 |

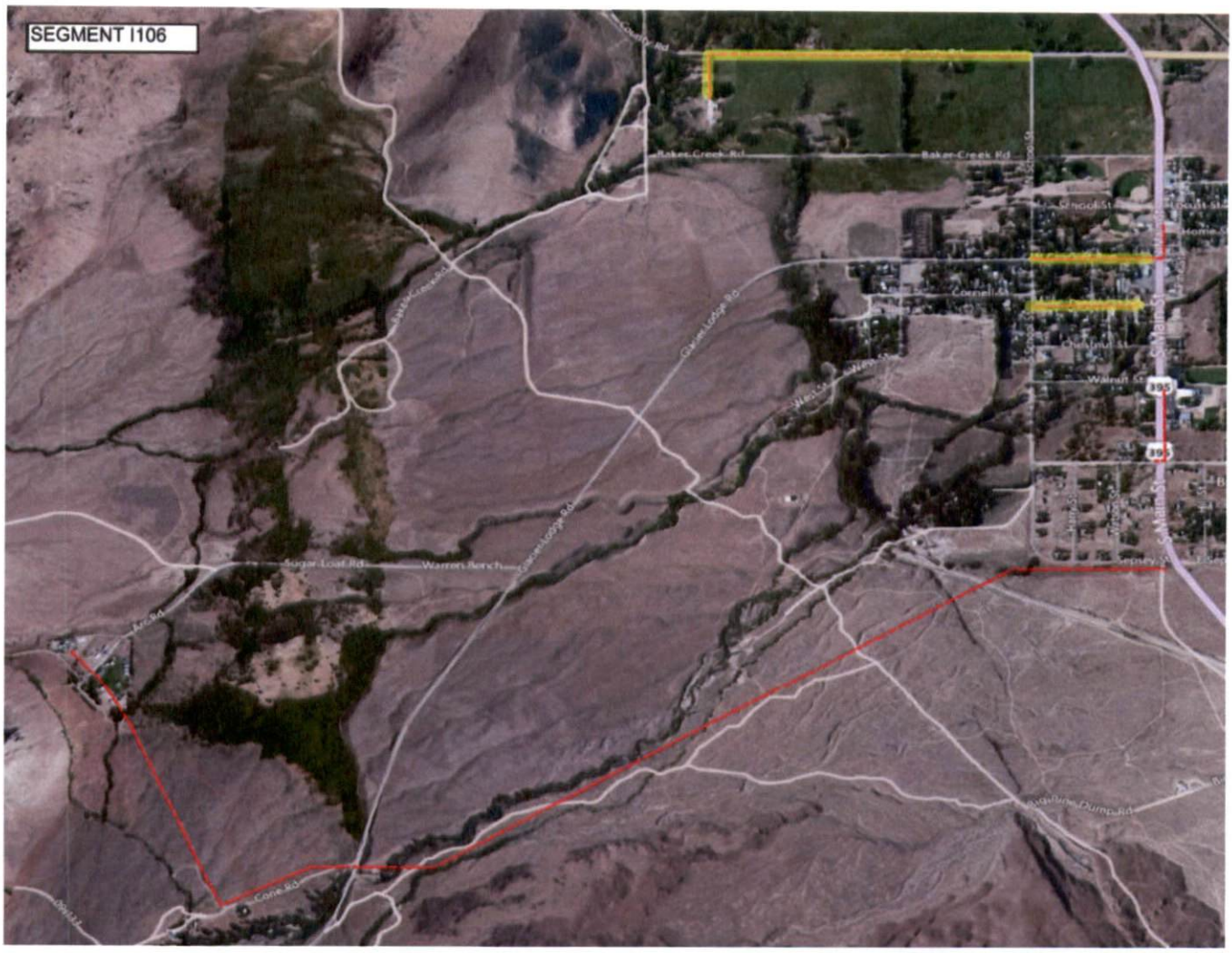
**Exhibit G-1**

**Site Maps Showing Distribution Transmission Line Corridors**




**Segment I104 – Bishop Distribution Conduits**

**Segment I104 – Round Valley Distribution Conduits**




**Segment I106 – Big Pine Distribution Conduits**

**Segments I110-I111 Independence Distribution Conduits**

**Segment I113 – Lone Pine Distribution Conduits**

**Segment I117 – Olancha Distribution Conduits**

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
**AGENDA NUMBER**
29

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** February 5, 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 Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

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

***ALTERNATIVES:*** N/A

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

***FINANCING:*** N/A

| APPROVALS | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*<br>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.)*<br>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.)<br>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)

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

30

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Concession Agreement for Operation and Maintenance of Schober Lane Campground

***DEPARTMENTAL RECOMMENDATION:***

Request your Board approve the Concession Agreement Between County of Inyo And Brown's Supply, Inc. For The Operation And Maintenance Of The Schober Lane Campground and authorize the chairperson to sign contingent on all signatures being obtained.

***SUMMARY DISCUSSION:***

The County leases Schober Lane Campground from the City of Los Angeles Department of Water and Power and, since 1982, has in turn contracted with and leased the campground to Brown's Supply and its predecessor company to operate the facility. During that time, through improvements made by the Concessionaire, Brown's Town has become, arguably, the County's flagship campground. The last agreement between the County and Brown's was entered into in March, 1998 (following a lapse in the previous agreement of more than a year) and provided a five (5) year term with two (2) five-year options. That agreement expired at the end of 2012. Since last fall, staff has been negotiating a new agreement with Brown's Supply, updated to use the Concessionaire Agreement format developed for operations and maintenance of the County's Glacier View Campground in Big Pine, and Millpond Campground north of Bishop. The results of those negotiations are presented for consideration by your Board today.

The Concessionaire Agreement proposes a 10-year initial term that retains the current 12.5% operation fee paid to the County. However, the minimum annual payment to the County has been increased from $25,200 to $40,000. The Agreement also provides for three (3) five-year options in favor of the Concessionaire, but increases the annual Operations Fee by 1.5% each time an Option is exercised while increasing the minimum annual payment to $45,000, $47,500, and $50,000, respectively. This increasing fee schedules provides both parties with incentives; for the County continuing to keep the agreement in effect, and for Brown's to continue to make improvements in the facility. These Operations Fees for these Option Periods are renegotiable, subject to the agreement of both parties based on demonstrated changes in business conditions, subject to advance approval by the Board of Supervisors. The Agreement is also subject to the Master Lease between the County and City of Los Angles, which expires at the end of 2013 and for which staff is working with the City of Los Angeles Department of Water and Power to renew. If the future Master Lease materially changes the County's terms with the City of Los Angeles, the Agreement provides a re-opener relative to those new fiscal impacts to the County.

The County is not statutorily required to competitively bid this agreement. Government Code Section 25536 allows the Board of Supervisors to enter a lease or concession contract for land to be used for a park or recreation purpose by a four-fifths vote. Additionally, Government Code Section 25371 allows the Board of

Supervisors to "let" property for a term not to exceed 40-years for the purpose of which the property was acquired or to which it was dedicated without complying with normal leasing requirements.

These provisions of law notwithstanding, awarding the Concessionaire Agreement to Brown's Supply is warranted based on the County's long-standing and successful partnerships with this local business concerning a variety of ventures. Brown's Supply has made a number of improvements to Schober Lane Campground which could not be duplicated, at least not immediately, by any other contractor, including constructing a museum using personal property in the form of historic buildings and antique equipment that celebrate the history, culture and heritage of our county. As personal property, Brown's is entitled to remove these monuments from the campground when its Concessionaire Agreement expires. Similar celebrations of local culture and custom are associated with the campground's annual holiday displays and hosting of community events. Furthermore, given the County currently only has one-year remaining on its current Master Lease with LADWP, it is unlikely that any other contractor could or would assume the Agreement and maintain current operating standards – much less replicate the museum and holiday displays, or undertake improvements to the campground water system mandated by new regulations (currently being planned by the Concessionaire) – for a guarantee of only one-year of operation.

***ALTERNATIVES:***

Your Board could choose not to approve the Agreement, however, this is not recommended for reasons discussed above.

***OTHER AGENCY INVOLVEMENT:***

The Schober Lane Campground is leased by the County from the City of Los Angeles Department of Water and Power.

***FINANCING:***

There is no cost associated with this agreement. Approval will increase the guaranteed Operating Fee the County receives from $25,200 to $40,000 a year for the first 10-years.

| **APPROVALS** | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*<br>R/[signature] Approved: — Date 1.31.13 |
| AUDITOR/CONTROLLER:<br>N/A | ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*<br>Approved:_____ Date_____ |
| PERSONNEL DIRECTOR:<br>N/A | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved:_____ Date_____ |

***DEPARTMENT HEAD SIGNATURE:*** [signature] Date: 01-31-2013
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO AND BROWN'S SUPPLY, INC. FOR THE OPERATION AND MAINTENANCE OF THE SCHOBER LANE CAMPGROUND**

THIS AGREEMENT, made and entered into this first day of March, 2013 between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter called "County", and BROWN'S SUPPLY, INC., hereinafter called "Concessionaire", whose address is 219 Wye Road, Bishop, California, 93514. The County Administrative Officer or his designee shall act on behalf of the County for purposes of this agreement.

WITNESSETH:

WHEREAS, County leases from the City of Los Angeles, Department of Water and Power (DWP) certain property, more commonly referred to as Schober Lane Campground, and has established on said property a campground for the use and enjoyment of the public; and

WHEREAS, County has leased said campground to Concessionaire continuously since 1982; and

WHEREAS, Concessionaire has made improvements to campground, which now belong to the County, in excess of those required under the terms of previous leases; and

WHEREAS, Concessionaire has, at its sole expense, also deployed personal property at the campground, partly in the form of museum buildings and antiques displayed therein and around, that serve to preserve and celebrate the history, culture and heritage of Inyo County; and

WHEREAS, County desires to grant to Concessionaire the right to operate thereon a campground, including associated retail facilities, amenities and improvements, for the benefit and enjoyment of the users of said recreational facility; and

WHEREAS, Concessionaire is desirous of operating such campground concession.

NOW, THEREFORE, the parties hereto do hereby agree one with the other as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants and conditions herein, County grants to Concessionaire the exclusive right during the term of this agreement to enter onto and operate a campground (hereinafter

referred to as "campground") and associated facilities as further described herein and in Exhibit "A" upon the terms and conditions more fully hereinafter set forth.

1. AGREEMENT SUBJECT TO MASTER LEASE.

1.1. Concessionaire agrees that notwithstanding any other provision of this agreement, this agreement is subject to the terms and conditions of any existing lease, contract, encumbrance, or any such document, right, or interest which may hereafter be exchanged or substituted therefor, affecting the County's rights to the premises. In no event shall Concessionaire seek, have or claim any right of possession or occupation of the premises at variance with the terms thereof or beyond the period of County's right thereto and, notwithstanding any other provision of this agreement, the term of this agreement shall automatically terminate without prior notice to concessionaire twenty-four (24) hours prior to the expiration or termination of any such underlying lease or contract. Nothing herein shall obligate County to renew any such underlying lease, contract, encumbrance or easement.

1.2. The County currently leases the Schober Campground from the Los Angeles Department of Water and Power (the Master Lease), the terms of this Agreement are subordinate to that lease as set out in the foregoing paragraph, and the Master Lease between the County and LADWP for the Schober Lane Campground terminates on December 31, 2013.

1.3 Should any successor Master Lease between the County and Los Angeles Department of Water and Power materially change the County's obligations to the City of Los Angeles, the Parties agree to meet and confer regarding possible modifications to this agreement relative to material impacts to the County resulting from the new Master Lease.

2. EQUIPMENT. Concessionaire agrees in his own name to provide all equipment, insurance, licenses, permits, supplies of all kind and nature and to require County to furnish nothing whatsoever in the course of his operation of such campground.

3. TERM.

3.1. This agreement shall be for a period of ten (10) years from the date of commencement, subject to three (3) options in favor of Concessionaire to renew said agreement for five years each on the same terms and conditions as in the initial term, subject to section 4.2 below.

3.2. Exercise of Options. The three options shall be for separate and successive five (5) year periods. A written notification of the exercise of an option must be received by the County no less than six (6) months prior to the expiration of the initial concession term or successive option period, sent by

certified mail to the address hereinafter provided. Failure to exercise any option in the manner provided above by making a written request of County will nullify that and successive options herein granted. Options may be exercised provided:

3.2.1. Neither Concessionaire nor County has terminated this Agreement, or any extension thereof, for any reason.

3.2.2. Concessionaire is not in default under any term or condition of this Agreement, or any extension thereof.

3.2.3. Concessionaire has exercised all previous options to extend.

3.3. This agreement shall commence on January 1, 2013, and cease and terminate for all purposes on December 31, 2022, unless an option is exercised as set forth, at which time the new dates for said term shall take effect on the terms and conditions herein provided.

3.4. This agreement may be terminated by either of the parties hereto upon one party giving sixty (60) day notice in writing to the other party of its intention to terminate this agreement.

4. OPERATION FEES.

4.1. Operation Fee. The Operation Fee during the term of this ten (10) year lease shall be no less than Forty Thousand Dollars ($40,000) annually, or Twelve and One Half Percent (12.5%) of Concessionaire's annual gross revenue, whichever is more. Gross revenue of Concessionaire is all revenue received by Concessionaire on the concession premises from any source whatsoever including, but not limited to, the revenue from camping fees, dump station fees, vehicle washing station charges, shower fees, food sales and other retail sales.

4.2 Operation Fees – Option Periods. Annual fees for each option period shall be as follows:

4.2.1 For the option period from January 1, 2023 to December 31, 2027, the annual Operation Fee shall be no less than Forty Five Thousand Dollars ($45,000) annually, or Thirteen and One Half Percent (13.5%) of Concessionaire's gross revenue, whichever is more.

4.2.2 For the option period from January 1, 2028 to December 31, 2032, the annual Operation Fee shall be no less than Forty Seven Thousand and Five Hundred Dollars ($47,500) annually, or Fourteen and One Half Percent (14.5%) of Concessionaire's gross revenue, whichever is more.

4.2.3 For the option period from January 1, 2033 to December 31, 2037, the annual Operation Fee shall be no less than Fifty Thousand Dollars ($50,000) annually, or Fifteen and One Half Percent (15.5%) of Concessionaire's gross revenue, whichever is more.

Recognizing the distant time horizons associated with the options provided for in this agreement, and that business conditions may change considerably by the time the Concessionaire may decide to exercise these options, the Parties agree that the Operation Fees for the Option Periods in this section may be renegotiated, with the consent of both Parties and based on demonstrable changes in the business climate, during the six (6) month period prior to the Concessionaire's deadline for exercising the option(s) described in section 3.2 above. Any negotiated change in the Operation Fees for the Option Period must be approved by the County Board of Supervisors prior to exercising of the option.

4.3 Payment to County. Commencing on January 1, 2013, Concessionaire shall make payment to County, on or before June 30th and December 31st of each year, lump sum payments of one half the minimum Operation Fee, which is the dollar amount set out above for the relevant period. By January 31st of each year, Concessionaire shall pay to County the remainder of the Operation Fee for the previous calendar year, if any. The Fee shall be sent to: County of Inyo, Office of the County Administrator, P.O. Drawer N, Independence, CA 93526.

4.4. Late Fee. Concessionaire acknowledges late payment by Concessionaire to the County of the annual fee will cause County to incur costs not contemplated by the Agreement. Such costs include, without limitation, possessory and accounting charges. Therefore, if payments are not received by County when due, Concessionaire shall pay to County an additional sum of 5% of the overdue payment as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the County will incur by reason of late payment by Concessionaire. Acceptance of any late charge does not constitute a waiver of Concessionaire's default with respect to the overdue amount, or prevent County from exercising any of the other rights and remedies available to County.

5. ACCOUNTING/AUDITING.

5.1 Concessionaire agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of campground and concession stand. Said records shall include accounting for all income from camping fees, all income from any other source of revenue, including retail, and all expenditures relating to the improvements referred to herein. Accounting for expenditures for improvement shall be kept separate and distinct from accounting for expenditures for operations and maintenance. Said records shall be available to County for inspection at all times. Concessionaire

shall make available for auditing purposes its accounting records, relating to this agreement, to County's Auditor/auditing firm who may be auditing for the County, and the Grand Jury.

5.2 Commencing in 2014, Concessionaire shall submit to County, no later than June 30th of each year, a certified, audited financial statement for the preceding tax year. This financial statement shall be prepared and audited in accordance with the requirements of the Inyo County Auditor/Controller.

6. PURPOSES; DAYS AND HOURS; OPERATION.

6.1. The premises shall be used by Concessionaire only for the purpose of operating a campground, including store, café, museum, dump station, showers and laundry. Additional services and the sale of related accessories may be permitted, subject to prior written approval as to items and location by County. With prior written approval of the County, camping fuel may be permitted to be kept, stored and sold for retail purposes associated with public use of the campground and in accordance with all applicable laws and regulations.

6.2 At a minimum, the campground shall consist of 151 sites, with a minimum of thirty-six (36) sites providing water and electricity, and a minimum of twelve (sites) featuring water and electricity and cable television hook-ups, and the continued operation of a store, café and museum. Concessionaire shall continue current displays at the property, including the museum building and antiques within, and the farm equipment and wagons, for the duration of this Agreement, unless otherwise agreed in writing by the County.

6.3 The campground shall be operated 24 hours daily, from April 1 through October 31 of each year, and at Concessionaire's election during remaining months, depending on weather conditions. Concessionaire may close the campground and concession stand as a result of adverse weather or other adverse operating conditions with the prior written consent of County, which consent shall not be withheld unreasonably.

6.4. Concessionaire shall at its sole expense continuously operate the campground for the purposes specified in the Agreement. If the buildings or equipment used for the campground are damaged or destroyed and this Agreement remains in full force and effect, Concessionaire shall continue to operate the campground to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction. Concessionaire shall employ its best efforts to operate the business conducted on the premises in a manner that will produce the maximum volume of gross sales.

6.5. Concessionaire shall operate the campground and all retail enterprises in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority, whether applicable now or at any time during the term of this Agreement, relating to public health, safety or welfare. Concessionaire further agrees that it is the sole operator of the campground and that County has no interest in the operation of the business to be conducted thereon and that County is in no way responsible for any indebtedness which may arise from Concessionaire's operation of said concession. No offensive or dangerous activity shall be carried on or permitted on the premises. Except as allowed pursuant to section 6.1, no goods, merchandise or materials that are explosive or hazardous shall be sold, kept or stored on the premises.

6.6. Concessionaire shall have the exclusive right to sell the items herein before mentioned at said facility; among the items that may not be sold include oil, gas and gas products, unless specifically authorized in writing by County.

7. MAINTENANCE. Concessionaire agrees to maintain the campground, buildings, and related equipment and shall, at its expense, provide routine maintenance to the electrical and water systems (including wells), plumbing, gas service, roof, sewer and any buildings, and the rest room and shower building at the campground. Concessionaire shall comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies, or departments or officers thereof, including, without limitation, the obligation at Concessionaire's cost to alter, maintain or restore its facilities in compliance and conformity with all laws relating to the condition, use or occupancy of its facilities during the term of this agreement. This agreement is expressly subject to present and future regulations and policies of the County. Concessionaire shall remedy without delay any non-compliance and any defective or dangerous conditions.

8. SIGNS. All promotional materials and signs to be placed at, distributed from, or in connection with the concession, must be submitted to County for prior approval. All such advertising shall contain the name of the County and the County's tourism marketing logo and web-site.

9. UTILITIES/TAXES.

9.1. Utilities. Concessionaire agrees to pay the full cost of all electricity and gas used in conjunction with the operation of the campground and related facilities. Concessionaire is further responsible for the installation of further needed utilities and the provision of services used in connection with the concession, to include electricity, gas, telephone, garbage, sewer and water. Concessionaire will immediately contact all utility providers and transfer utility

billings to Concessionaire's name and billing address. Upon receipt of the concession and camping statement from the utility, Concessionaire hereby agrees to pay said statement within ten (10) days of its receipt.

9.2. Taxes. Concessionaire acknowledges and understands that this agreement may create a possessory interest subject to property taxation and Concessionaire may be subject to the payment of property taxes levied on such interest. Concessionaire further acknowledges that Concessionaire is responsible for any and all taxes on improvements of fixtures on said premises. Concessionaire shall pay before delinquency all taxes, assessments, license fees and other charges that are levied upon the personal property and improvements owned by Concessionaire, if any, and used or located on the subject premises; and shall pay any other tax arising out of Concessionaire's operations upon the premises, including, but not limited to, any possessory interest tax.

10. CONDITIONS OF PREMISES. Concessionaire has inspected the campground and all buildings on the premises, and accepts these facilities in their present condition. County is not obligated to make any alterations, additions, improvements, or repairs to the concession facilities. Concessionaire agrees to return the campground and facilities to the County in the same or better condition as the campground and facilities were in when this agreement was signed.

11. ALTERATIONS AND IMPROVEMENTS.

11.1. Concessionaire may, upon approval from the County Administrative Officer, make improvements to the campground. Such improvements will then become the property of the County, unless otherwise agreed to in writing by the County. Improvements made to the facilities after receiving approval from the County Administrative Officer and deemed by the County to be a benefit to the County's leasehold may be credited, with prior written approval, against the annual Operation Fee payment in an amount not to exceed five percent (5%) of the gross annual income of the campground in the year in which the improvement is made. The amount of said expenditure by the Concessionaire for improvements is to be verified by County each and every year by December 1. Such improvements must meet County, State and Federal standards and must be passed and approved by the County Building Inspector and/or County Health Department. Any such credits shall not accrue from year to year.

11.2. Concessionaire shall not make any improvements or alterations to the premises without County's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of this agreement, except that County can elect, within 30 days before or five days after expiration of this Agreement, to require Concessionaire to remove any

unapproved alterations that Concessionaire has made to the premises. If County so elects, Concessionaire, at its cost, shall restore the Premises to the condition designated by County in its election, before the last day of the Term, or within 30 days after notice of election is given, whichever is later.

11.3. If Concessionaire makes any alterations to the premises as provided in this Section 11, the alterations shall not be commenced until 10 days after County has received notice from Concessionaire stating the date the installation of the alterations is to commence so that County can post and record an appropriate notice of non-responsibility.

11.4. Certain personal property currently located on the premises is the property of Concessionaire and not of the County. This personal property consists of: The museum building and all antiques within; all antique equipment and wagons displayed on the property; store inventory; and store, café and office equipment, including: the cash register, ice machine, refrigerated lunch table, and 40 picnic tables. This property remains the property of Concessionaire at all times.

12. CONCESSIONAIRE'S PERSONNEL.

12.1. Concessionaire's employees engaged in operating the premises shall be fully trained and qualified to perform the duties assigned to them. They may wear uniforms or other identification approved, in writing, by County. Concessionaire's personnel may drive private vehicles only as required for loading and unloading items used to operate the concession. Operation of such vehicles shall be subject to regulations established by the County.

12.2. Concessionaire shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, customers and patrons, and, upon objection by the County concerning the conduct, demeanor or appearance of any such person, Concessionaire shall immediately take all necessary steps to remedy the situation.

12.3. Concessionaire shall develop and maintain an *Employee Injury and Illness Prevention Program* that meets or exceeds all requirements as set forth by the California Health and Safety Code, CAC Title I.

12.4. Concessionaire shall ensure that all employees meet the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors. Copies are available in the County Administrator's Office.

12.5. Concessionaire shall ensure that all employees meet the provisions of Section 5163 of the Public Resources Code relating to TB tests for all employees who handle food. Copies are available in the County Administrator's Office.

13. QUALITY OF SERVICE: RATES AND CHARGES. The prices to be charged by Concessionaire shall be approved, in writing, by County prior to Concessionaire's charging such amounts. Concessionaire shall maintain a high standard of service. Concessionaire shall notify County, in writing, at least 30 days before changing any fee or price charged to the public ("charge"). If County is of the opinion that any charge is not comparable from the public's point of view with charges at other similar operations, County shall notify Concessionaire and request justification of such charge. If County shall reasonably determine, prior to such change, that the charge is not comparable, Concessionaire shall not implement same.

14. CAMPGROUND INSPECTION AND MAINTENANCE. County reserves the right of entry upon the concession premises at all reasonable times and the right to inspect the premises and the operation thereon, and do any and all work of any nature necessary for preservation, maintenance and operation of the campground or related facilities. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner that the County may proceed expeditiously. County shall coordinate with Concessionaire in order to minimize the interruption to Concessionaire's activities.

15. INDEMNIFICATION.

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

15.2. County shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. County shall have no responsibility to safeguard or protect the Concessionaire or its

employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

15.3. In the event a claim is made against County, or County is named a co-defendant in any action, Concessionaire shall immediately notify County of such fact, and at County's option shall either retain legal counsel to represent County in such action at Concessionaire's sole expense, or reimburse County for County's litigation costs, expenses and attorney's fees in undertaking to represent itself.

15.4. In the event a claim is made against both County and Concessionaire for the joint and several liability of County and Concessionaire, the determination as to the apportionment of liability between County and Concessionaire shall be made by the judge in a court of competent jurisdiction. Concessionaire must give prompt notice to County in the event of any fire or accident involving personal injury or property damage at the concession facilities. Neither County nor Concessionaire shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between County and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify, defend, protect and hold harmless County as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of County, its officers, directors, agents or employees.

15.5. Concessionaire hereby waives all claims and recourse against County, including the right or contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases County from any liability relating to, or in any way connected to, Concessionaire's activities or Concessionaire's use of the campground, or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of County, its officers, directors, agents or employees.

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

16.1. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

16.1.1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products- completed operations, personal & 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.

16.1.2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Concessionaire has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $500,000 per accident for bodily injury and property damage.

16.1.3. **Workers' Compensation**: 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.

16.1.4. **Higher Limits**: If the Concessionaire maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

16.2. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

16.2.1. **Additional Insured Status**: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Concessionaire 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 Concessionaire's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

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

16.2.3. **Notice of Cancellation**: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

16.2.4: **Waiver of Subrogation**: Concessionaire hereby grants to County a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against the County by virtue of the payment of any loss under such insurance. Concessionaire 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 County has received a waiver of subrogation endorsement from the insurer.

16.2.5. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Concessionaire to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

16.3. 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.

16.4 Verification of Coverage. Concessionaire s hall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

17. ASSIGNMENT AND SUBLETTING. Concessionaire shall neither assign, nor otherwise convey any interest in this agreement without the prior written consent of County, and any attempt to assign any such interest without such prior written consent shall be void. If consent to any such assignment or Sub-Agreement is given by County, Concessionaire shall be and hereby agrees to be and remain fully bound and responsible hereunder for such duties and obligations as may be assigned to another. Any sub-agreement entered into by Concessionaire shall expressly provide for recognition and acceptance of all the terms of this agreement as binding upon sub-agreement.

18. WAIVER OF CONTRACT TERMS. No delay or omission in the exercise of any right or remedy of County on any default by Concessionaire shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by County of any delinquent concession fee shall not constitute a waiver of timely payment for the particular concession fee payment involved. County's consent to or approval of any act by Concessionaire requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent act by Concessionaire.

19. DEFAULT.

19.1. The occurrence of any of the following shall constitute a default by Concessionaire:

19.1.1. Failure to pay a fee when due.

19.1.2. Abandonment and vacation of the campground or concession stand (failure to occupy and operate the premises for 10 consecutive days shall be deemed an abandonment and vacation).

19.1.3. Failure to perform any other provision of this agreement, if the failure to perform is not cured within 30 days after notice has been given to Concessionaire, or, if the default cannot reasonably be cured within 30 days, Concessionaire commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

19.1.4. Concessionaire becomes insolvent or files for bankruptcy, either voluntarily or involuntarily.

19.2. Notices given under this paragraph shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that Concessionaire perform the provisions of this Agreement or pay the concession fee that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this agreement unless County so elects in the notice.

19.3. County shall have the following remedies if Concessionaire commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

19.3.1. County may continue this agreement in full force and effect, and the agreement will continue in effect as long as County does not terminate Concessionaire's right to possess and operate the facilities. County shall have the right to collect the concession fee when due. After Concessionaire's default, and for as long as County does not terminate Concessionaire's right to possession of the concession premises, and if Concessionaire obtains County's written consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from liability.

19.3.2. County may terminate Concessionaire's right to possess and operate the campground and concession stand at any time following a default. No acts by County, other than giving notice to Concessionaire, shall terminate this agreement. Acts of maintenance, efforts to

locate a new concessionaire, or the appointment of a receiver on County's initiative to protect County's interest under this agreement shall not constitute a termination of Concessionaire's rights under the agreement. On termination, County has the right to recover from Concessionaire court costs necessary to compensate County for all damage proximately caused by Concessionaire's default. Concessionaire shall be liable immediately to County for all costs County incurs in entering into another Concessionaire Agreement for the concessions including, without limitation, expenses of remodeling facilities required by the new Concessionaire Agreement, and like costs.

19.3.3. County, at any time after Concessionaire commits a default, may cure the default at Concessionaire's expense. If County, at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County shall be due immediately from Concessionaire to County at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by County until County is reimbursed by Concessionaire. The sum, together with interest on it, shall be an additional concession fee.

20. LIENS Concessionaire shall not suffer or permit any mechanic's, materialmen's or other liens to be filed against the premises and/or the buildings and improvements located thereon, or against the County or any lender holding funds for any work on the premises done by Concessionaire. If any such liens or similar proceedings are filed or commenced, Concessionaire shall, within 30 days after notice of the filing thereof, cause the same to be discharged or recorded by payment, deposit, order of court or bonding; provided, however, that Concessionaire shall have the right to contest, with due diligence, the validity or amount of any such lien, if Concessionaire shall give to County security therefore, reasonably acceptable to County, in an amount equal to one and one-half times the original and any increased amount of any such claim.

Nothing in this Agreement shall be deemed in any way to constitute the consent of County, express or implied, to the performance of any labor or the furnishing of any material for any improvement, alteration, repair or replacement of the building and improvements on the Premises by any contractor, subcontractor, laborer or materialman, nor as giving Concessionaire any right, power or authority to contract for, on County's behalf, the rendering of any services or the furnishing of any materials.

21. DAMAGE/DESTRUCTION. If, during the term of this agreement, the campground or other facilities are totally or partially destroyed from any cause other than Concessionaire's negligence, County, at its option, may terminate this agreement or restore the premises and other improvements thereon to substantially the same condition as immediately before destruction. If County elects to restore, such destruction shall not terminate this agreement. In

the event the premises are totally or partially destroyed due to Concessionaire's negligence, Concessionaire shall, at County's option, promptly restore the Premises.

22. MODIFICATION OF AGREEMENT. Notwithstanding any of the provisions of this Agreement, the parties may, by mutual written consent, modify or amend this Agreement.

23. NON-DISCRIMINATION.

23.1. Concessionaire shall not discriminate because of race, religion, color, disability, sex or national origin, against any person by refusing to furnish such person any service or privilege offered to the general public. Nor shall Concessionaire publicize such services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, disability, sex or national origin.

23.2. Concessionaire shall not discriminate against any employee or applicant for employment, because of race, color, disability, religion, ancestry, sex or national origin. Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, disability, religion, ancestry, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrade, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

24. SURRENDER OF PREMISES.

24.1. On expiration or termination of this agreement, Concessionaire shall surrender to County the concession stand and campground and all of Concessionaire's improvements and alterations in good condition. Concessionaire shall have a period of ten (10) days to remove all things which are the property of the Concessionaire. Concessionaire shall perform all restoration made necessary by the removal of Concessionaire's personal property within a reasonable time. If Concessionaire fails to surrender the premises to County on expiration or termination of the Term as required by this section, Concessionaire shall indemnify, defend, protect and hold County harmless from all damages resulting from Concessionaire's failure to surrender the premises.

24.2. County may elect to retain, or dispose of in any manner, Concessionaire's personal property that Concessionaire does not remove from the Premises on expiration or termination of this agreement by giving at least a 10-day notice to Concessionaire. Title to Concessionaire's personal property that

County elects to retain or dispose of on expiration of the 10-day period, shall vest in County. Concessionaire waives all claims against County for any damage to Concessionaire resulting from County's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to County for County's costs for storing, removing, and disposing of Concessionaire's personal property.

24.3. If Concessionaire, with County's consent, continues to operate the concession after expiration of this agreement, or after the date in any notice given by County to Concessionaire terminating this agreement, such use by Concessionaire shall be on a month-to-month basis, terminable on a 30-day notice given at any time by either party. All provisions of this agreement except those pertaining to the term, shall continue to apply.

25. STATUS OF CONCESSIONAIRE. All acts of Concessionaire, 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. Concessionaire, by virtue of this agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this agreement, Concessionaire 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 Concessionaire 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:

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

25.2. Concessionaire 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.

25.3. Concessionaire, 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.

25.4. Concessionaire will obtain all necessary licenses and permits for such concession in the name of Concessionaire and not name County in any manner on such licenses or permits.

26. NOTICES. Except as otherwise provided herein, any notices required or permitted to be given under this Agreement shall be personally delivered or sent by certified mail and addressed to the respective parties at their

addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice, in writing, to either party.

27. ATTORNEY'S FEES. Should either party bring any legal action or proceedings for the breach of a term, covenant or condition of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

28. ADVICE OF COUNSEL. Each party hereto has been provided full opportunity for review of this agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this agreement.

29. RULES AND REGULATIONS. Concessionaire agrees to comply with the ordinances, rules and regulations, and any other regulations of County. Such rules and regulations shall include County Ordinance 327 and any amendments thereto.

30. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed and supersedes all prior written and oral discussions or representation.

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

**COUNTY OF INYO**
Board of Supervisors

By: _____
Linda Arcularius, Chair

Dated: _____

APPROVED AS TO FORM AND LEGALITY

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

**"CONCESSIONAIRE"**

By: _____

Dated: _____

Taxpayer's Identification or
Social Security Number:

_____

APPROVED AS TO INSURANCE REQUIREMENTS:

_____

County Risk Manager

For Clerk's Use Only:
AGENDA NUMBER

31

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Inyo County Free Library

**FOR THE BOARD MEETING OF:** February 5, 2013

**SUBJECT:** Modification of Branch Library Hours

## *DEPARTMENTAL RECOMMENDATION:*

Request your Board modify open hours in the Bishop, Big Pine and Lone Pine Branches of the Inyo County Free Library to provide additional time for families and students to access library services, pursuant to the request from Inyo County Superintendent of Schools Terry McAteer.

## *SUMMARY DISCUSSION:*

Inyo County Superintendent of Schools Terry McAteer has proposed a collaboration between the Inyo County Office of Education and the Inyo County Free Library in order to provide additional opportunities for students and families to access library services. As described in the attached letter from Dr. McAteer, previously provided to your Board, and an attached draft Memorandum of Understanding, the Superintendent of Schools has offered to provide a consultant, perform marketing, and purchase computer equipment and furnishings for the libraries and requested that the Inyo County Free Library adjust open hours to include two evening periods per week, and all day on Saturday.

In further recent discussion with Dr. McAteer, he has also indicated that new carpeting in the libraries and assistance with the Lone Pine expansion project are a possibility, and that the Office of Education could provide some of the workforce necessary for these projects. In particular, new floor covering involves the removal of all materials and shelving, and requires a supervised workforce to minimize disorder in removing and reshelving materials. The Bishop Branch Library alone contains in excess of 35,000 items, all which must be kept in order. Any adjustments to the physical structures will include the involvement of Inyo County Public Works. During this discussion, Dr. McAteer also provided suggested hours adjustments based upon each library's existing weekly hours.

Additional meetings with Dr. McAteer are planned to further define site-based improvements that might benefit student learning and family participation in the library branches. If, after further discussion, a consultant is not needed as part of the project, then the use of an MOU may not be needed. Should it evolve that significant physical restructuring of the libraries is desired, then the use of an architect as the consultant would be beneficial. Also, should a portion of the materials collection need to be removed in order to accommodate increased computer workstations and seating for wireless computer users, then the provision of an off-site library repository could be necessary. The County has a portable building that may be suitable for such a repository, but it needs to be relocated and provided with shelving, and the costs for that could be included in the project.

As a first step in implementing the collaboration, the Library wishes to adjust the hours in three branches to reflect Dr. McAteer's suggestions. The Library has some vacancies and is in the process of examining staffing levels in each branch. Subsequent to this restructuring process, the Library will have a second phase of hours adjustment. The first phase proposed hours are:

| | MON | TUES | WED | THURS | FRI | SAT | SUN | WEEK |
|---|---|---|---|---|---|---|---|---|
| Bishop OLD | 10-6 | 12-8 | 10-6 | 12-8 | 10-6 | 10-1 | CLOSED | 43 |
| Bishop NEW | 10-6 | 12-8 | 10-6 | 12-8 | 10-6 | 10-4 | CLOSED | 46 |
| Big Pine OLD | 12-5 | 12-5 | 2-7 | 12-5 | 12-5 | 10-1 | CLOSED | 28 |
| Big Pine NEW | 12-5 | 12-5 | 2-7 | 12-5 | 12-5 | 10-12 1-5 | CLOSED | 31 |
| Lone Pine OLD | 12:30-7 | 10-12 1-5 | 12:30-7 | 10-12 1-5 | 10-12 1-5 | 10-1 | CLOSED | 34 |
| Lone Pine NEW | 2-7 | 10-12 1-5 | 2-7 | 10-12 1-5 | 10-12 1-5 | 10-12 1-5 | CLOSED | 34 |

In Lone Pine, the increase in hours on Saturday has necessitated a reduction in hours on Monday and Wednesday, but with the retention of the existing evening hours. Many of our library patrons prefer morning hours, and those have been retained in Bishop and Lone Pine. Lone Pine is presently staffed by a BPar employee, and the new hours will necessitate an APar employee for the Saturday coverage.

Consistent with its mission to provide citizens of Inyo County access to educational materials, the Inyo County Free Library is pleased to be able to work with the Inyo County Office of Education and Superintendent of Schools Terry McAteer to create improvements in the Inyo County Free Library.

***ALTERNATIVES:*** Not approve changes in open hours, retaining existing hours of operation.

***OTHER AGENCY INVOLVEMENT:*** Inyo County Superintendent of Schools, Inyo County Board of Education.

***FINANCING:*** Inyo County Office of Education will fund the project.

| 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.)*<br>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.)*<br>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.)<br>N/A Approved:_____ Date_____ |

***DEPARTMENT HEAD SIGNATURE:*** Nancy Masters Date: 1/31/13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

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

# Inyo County Superintendent of Schools

*Dr. Terence K. McAteer*

RECEIVED
2012 NOV 13 PM 4:17
INY
ADM
CLERK

Kevin Carunchio
CAO, County of Inyo
Drawer N
Independence, CA 93526

November 9, 2012

Dear Kevin,

October and the elections have come and gone and I write to spur on the library reforms that we chatted about in September. I have discussed the issues with my board and we have set aside funds to accomplish our priorities:

1. Hiring a library consultant to provide a new and exciting vision for our county libraries.
2. Purchasing state of the art/ top of the line computers for all the libraries.
3. Making each branch wireless
4. Providing computer workstations and furniture to modernize the appeal of the library
5. Funding a marketing campaign to get the community excited about the new library system.

For this investment, I ask for only one item-- adjust the hours of the library so that they serve the needs of the students and their families in the community. I need the library to be open all day on Saturday and for two nights a week until 8:00 pm. The current hours just do not serve working families nor our students.

I look forward to working with you on this project.

Cordially,

Terence K. McAteer

165 Grandview Dr. • Bishop, CA 93514
(760) 873-3262 • Fax (760) 873-3324

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF INYO, INYO COUNTY SUPERINTENDENT OF SCHOOLS, AND THE INYO COUNTY BOARD OF EDUCATION REGARDING ENHANCEMENTS TO THE INYO COUNTY FREE LIBRARY SYSTEM**

This Memorandum of Understanding (the "MOU") is entered into as of the ____ day of February, 2013, by and between the Inyo County Superintendent of Schools and Inyo County Board of Education, a political subdivision of the State of California ("Superintendent" and "Board" respectively) and the County of Inyo, a political subdivision of the State of California ("County"), collectively referred to from time to time as the ("Parties").

**RECITALS**

Whereas, the Inyo County Superintendent of Schools and the Inyo County Board of Education have expressed interest in joining the County of Inyo in enhancing County Free Library services for the betterment of students and their families and the community as a whole; and,

Whereas, the Inyo County Superintendent of Schools set forth specific priorities, which include:

a. Adjusting library hours to be open all day on Saturday and until 8 p.m. at least two nights each week;

b. Hiring a library consultant to assist in developing a renewed vision for the Inyo County Free Library System;

c. Purchasing state of the art and top-of-the-line computers for all the libraries;

d. Making each library branch a Wi-Fi Hotspot for internet computer access;

e. Providing computer workstations and furniture to modernize the appeal of the libraries; and,

f. Developing a marketing campaign to invigorate community interest in the enhanced library system; and,

Whereas, the proposed establishment of these priorities is accompanied by an offer by the Board of Education to fund priorities b. through f. above; and,

Whereas, the Parties desire to further define their respective roles and the processes that will be used to achieve these priorities.

DRAFT

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Library Consultant

A. The Parties agree to work cooperatively to identify and select a library consultant, mutually acceptable to the Parties, to work with the Parties and the community to develop a renewed vision for the Inyo County Free Library, including as may be mutually agreed upon by the Parties:

i. Proposing a community outreach plan to engage students and their families and the community in developing a renewed vision for the Inyo County Free Library System and, once adopted, marketing that plan to invigorate community use of the Library System;

ii. Evaluating existing library buildings and floor plans and making recommendations concerning their respective layout, furnishings, fixtures and aesthetic appearance to maximize use and functionality;

iii. Making recommendations regarding type, styles, manufacturer, quantity of furnishings and computer equipment; and/or,

iv. Any other recommendations to re-invigorate community utilization of the Library System and/or improve its functionality.

B. Once agreed upon, the Superintendent and Board will fund, contract with and supervise the consultant.

C. Following review and approval of the County Administrative Officer, the Consultant's Recommendations, in written form, will be presented to the Inyo County Board of Supervisors.

2. Implementation of Consultant's Recommendations

A. The County is not obligated to implement recommendations of the Consultant.

B. The Parties will expeditiously implement the Consultant's recommendations as approved by the Inyo County Supervisors. In its sole discretion, the Board of Education will fund such implementation.

C. Any equipment, fixtures and furnishings purchased for use at the libraries become the property of the County.

D. Implementation of any Recommendations related to information technology, including hardware, software and connectivity will meet with the prior approval of the County Information Services Director.

DRAFT

E. Projects involving County facilities which are public works will be made or arranged by the County, and follow all prescribed purchasing and contracting requirements.

3. Library Hours

A. The County will modify Library branch hours to be open all day on Saturday and until 8 p.m. at least two nights each week in the Bishop Branch, within the County's budgetary constraints. The Lone Pine Branch will be open all day on Saturday and until 7 p.m. two nights each week. The Big Pine Branch will be open all day on Saturday and until 7 p.m. one night each week.

B. The Parties agree to re-evaluate Library hours, in conjunction with the Consultant Recommendations, and periodically thereafter. The County agrees to in good faith consider and recommend to the Board of Supervisors all proposed changes in Library hours subject to the County's budget constraints.

4. Modification. This agreement is not subject to modification except in writing signed by both parties.

6. Notice

All notices from one party to another shall be in writing and may be personally delivered or sent by mail, postage prepaid, to the addresses stated in this section, and shall be deemed to have been given at the time of personal delivery or at the end of the second full day following the date of mailing.

All notices between the Parties shall be given at the following addresses respectively:

_____
_____
_____

_____
_____
_____

DRAFT

_____
_____
_____

Each Party shall have the right, from time to time, to designate a different address by notice given in conformity with this section.

7. Miscellaneous Terms

A. This document constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties, and supersedes all prior and contemporaneous understandings or agreements of the Parties on the subjects addressed herein.

B. This MOU may be executed in counterparts.

C. The Parties agree that they shall execute any and all documents reasonably necessary to effectuate the acts or agreements contained herein.

D. This MOU shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties herein named, effective on the day and year written above.

**INYO COUNTY SUPERINTENDENT OF SCHOOLS**

Signature Date

Typed Name

Title

**COUNTY OF INYO**

Signature Date

Typed Name

Title

**INYO COUNTY BOARD OF EDUCATION**

Signature Date

DRAFT

Typed Name

Title

DRAFT

# INYO COUNTY FREE LIBRARY

**Web site: www.inyocounty.us/library**

*Phones, Locations, and Hours*

## CENTRAL LIBRARY ◆ 760-878-0260 ◆ fax: 760-878-0360

◆ **mail to:** P.O. Drawer K, Independence, CA 93526 ◆ **location:** 168 N. Edwards St., Independence

| HOURS | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| | **12 pm-5 pm** | **12 pm-5 pm** | **12 pm-8 pm** | **12 pm-5 pm** | **12 pm-5 pm** | **10 am-1 pm** | **CLOSED** |

## BIG PINE LIBRARY ◆ 760-938-2420

◆ **mail to:** P.O. Box 760, Big Pine, CA 93513 ◆ **location:** 500 S. Main St., Big Pine

| HOURS | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| | **12-5 pm** | **12 -5 pm** | **2-7 pm** | **12-5 pm** | **12-5 pm** | **10 am-1 pm** | **CLOSED** |

## BISHOP LIBRARY ◆ 760-873-5115 ◆ fax: 760-873-5356

◆ **mail to / location:** 210 Academy Avenue, Bishop, CA 93514

| HOURS | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| | **10-6 pm** | **12-8 pm** | **10-6 pm** | **12-8 pm** | **10-6 pm** | **10 am-1 pm** | **CLOSED** |

## FURNACE CREEK LIBRARY ◆ 760-786-2408

◆ **mail to:** P.O. Box 568, Death Valley, CA 92328 ◆ **location:** Cow Creek Rd, 201 Nevares., Death Valley

| HOURS | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| | **CLOSED** | **CLOSED** | **4:30-8:30 pm** | **CLOSED** | **CLOSED** | **9 am – 12 pm** | **CLOSED** |

## LONE PINE LIBRARY ◆ 760-876-5031

◆ **mail to:** P.O. Box 745, Lone Pine, CA 93545 ◆ **location:** 127 Bush St., Lone Pine

| HOURS | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| | **12:30-7 pm** | **10 am-12<br>1-5 pm** | **12:30-7 pm** | **10 am-12<br>1-5 pm** | **10 am-12<br>1-5 pm** | **10 am-1 pm** | **CLOSED** |

## TECOPA LIBRARY ◆ 760-852-4171

◆ **mail to:** P.O. Box 177, Tecopa, CA 92389 ◆ **location:** 408 Tecopa Hot Springs Road, Tecopa

| HOURS | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| **October-March** | **7-11:30 am<br>12-3 pm** | **7-11:30 am<br>12-3 pm** | **CLOSED** | **7-11:30 am<br>12-3 pm** | **CLOSED** | **CLOSED** | **CLOSED** |
| **April-Sept.** | **CLOSED** | **7-11:30 am<br>12-3 pm** | **CLOSED** | **7-11:30 am<br>12-3 pm** | **CLOSED** | **CLOSED** | **CLOSED** |

10/6/2012

For Clerk's Use Only:
**AGENDA NUMBER**
32

# AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ 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:** February 5, 2012

**SUBJECT:** Approval of Minutes

***DEPARTMENTAL RECOMMENDATION:*** - Request approval the minutes of the Board of Supervisors Meetings as follows: A) Regular Meeting of January 15, 2013; B) Special Meeting of January 22, 2013; and C) Special Meeting of January 24, 2013.

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

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

***OTHER AGENCY INVOLVEMENT:*** - n/a

***FINANCING:*** n/a

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

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

33

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

**FROM:** Jon Klusmire, Museum Services Administrator

**FOR THE BOARD MEETING OF: February 5, 2013**

**SUBJECT:** 2012-2013 Community Project Sponsorship Program Grants

***DEPARTMENTAL RECOMMENDATION:*** Request your Board:

A. Review and approve the second round of 13 Community Project Sponsorship Program Grant awards for 2012-2013 recommended by the Community Project Sponsorship Program Grant Review Panel, and in the amounts recommended by the Panel (Attachment A) in the total amount of $80,000; and,

B. Authorize the County Administrator to sign the contracts with the Fiscal Year 2012-2013 Community Project Sponsorship Program applicants, in the amounts approved by your Board, contingent upon appropriate signatures being obtained.

***SUMMARY DISCUSSION:***

## Background

The Board originally approved the Community Project Sponsorship Program Guidelines and County of Inyo Standard Contract No. 159 (Independent Contractor – Community Project Sponsorship Program) at its meeting on September 25, 2007. (Revisions to the CPSP Guidelines were approved by the Board on December 23, 2008, with those revisions then reflected in Standard Contract No. 159. Revisions to the CPSP Grant Application were approved by the Board on October 30, 2012.)

The Community Project Sponsorship Program's Fiscal Year 2012-13 budget allocation is $100,000, which was approved in September of 2012. A Fall Round of CPSP Grants was completed in July 2012, resulting in the award of $20,000 of grant funding for six projects. This cycle of grant funding represents the second round of grant applications and awards in 2012-13. All grant funds must be spent during the 2012-13 fiscal year.

By request of the applicants, application materials were e-mailed to previous Advertising County Resources Program applicants, as well as other organizations that expressed an interest in the Program. Potential applicants were also informed that the Community Project Sponsorship Program materials -- guidelines, application, contract No. 159 – are available on the County's website. In several cases, staff answered questions and clarified the grant guidelines for organizations and groups seeking to apply for this round of grants.

On December 21, 2012, the Community Project Sponsorship Program received 22 applications requesting a total of $162,810 in grant funding. Staff assembled the application materials in a digital format and also placed the full applications into packets for the members of the Review Panel. All applications were also made available to your Board, as were the digital versions of the applications to allow your Board to review the applications if so desired.

Staff convened a Review Panel consisting of five county residents: Rich White, Independence, semi-retired; Anna Scott, Bishop, Inyo County HHS; Vickie Taton, Bishop, former Sierra Business Council Representative; Patricia Biggs, Independence, Park Ranger, Manzanar National Historic Site; Paula Brown-Williams, Bishop, Eastern Sierra Institute of Collaborative Education. The grant applications, guidelines and general instructions were given to the members of the panel to review before they convened as a group. The five-member Review Panel met on Wednesday Jan. 23, 2013. The members of the Review Panel discussed the merits of each application and then individually completed an evaluation form for each application. The evaluation form included a recommended "score" for each grant (see below) to determine eligibility, and a recommended funding level. The members of the Review Panel filled out the scoring sheets as Panelists

A, B, C, D and E. The members of the Review Panel were asked to score the applications relative to each of the following criteria (previously approved by the Board):

i. **Objective [10 points].** Does the application seek funding for a specific event or project, or component thereof that is likely to enhance in-county or out-of-county visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County?

ii. **Community Support [15 points].** Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the project or event? Is there evidence of monetary or in-kind support from the local business community?

iii. **Likelihood of Success [10 points].** Is it the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total cost, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed, or similar projects or events? Is the nature of the project or event such that it seems "doable?" If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?

iv. **Scope of Benefit [10 points].** Is the benefit of the project or event clearly articulated? Will the project or event benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the project or event is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the project or event extend to the greater region, or the County as a whole?

v. **Overall Merit [15 points].** What is the overall quality of the idea being proposed? Is it unique? Is it "tried and true"? Does it support the tenets of "civic tourism" (e.g., ecotourism, agricultural tourism, cultural tourism, heritage tourism, geotourism, etc.)? [See www.civictourism.org]. Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the project or event articulate or enhance what people love about the community in which they live, recreate or vacation?

vi. **Measurable Outcomes [5 points].** Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?

vii. **Leveraging of Resources [10 points].** If the Community Project Sponsorship Program grant is the primary source of monetary funding for the project or event: (1) what will be the return on the County's investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to the event? If the amount requested is less than 50% of the cash needs for the project or event, what additional benefit(s) will be derived as a result of receiving Community Project Sponsorship Program funding?

viii. **Regional Context [5 points].** Is the project or event part of an organized series of regional events or a regional theme? Does the project or events have a possible future regional application?

ix. **Sustainability [5 points].** Is the project or event intended and likely to continue in the future without additional Community Project Sponsorship Program support?

x. **Other County Support [5 points].** Is the funding being requested through the Community Project Sponsorship Program the only form of financial or in-kind support the applicant, or project or event, will receive from Inyo County this fiscal year?

xi. **Clarity [10 points].** Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which Community Project Sponsorship Program grant funding is sought clearly identified, and such that reimbursement for eligible expenses can be easily made?

The Review Panel's total scores for each grant were averaged, and the results are presented for your Board's consideration in Attachment A. Pursuant to the Community Project Sponsorship Program Guidelines, in order to be considered for funding, a grant had to have an average score of at least 70 points.

## Panel Final Recommended Funding

The panel members were asked to make a funding recommendation for each project, regardless of the score they gave the project, and those recommendations were averaged to arrive at the Average Recommended Funding on Attachment A. Projects that did not reach the 70-point threshold received zero funding when the Panel decided on the final, Recommended Funding. The panel made a number of funding adjustments to numerous projects in order to award the full $80,000 available for this final round of grants in the 2012-2013 Community Project Sponsorship Program.

## *SELECTED REVIEW PANEL COMMENTS*

In an effort to share with your Board some of the Review Panel's reasoning about its recommended funding, staff is providing the following brief narrative. The narrative is not intended to capture all of the Review Panel's comments, or the opinions of individual panelists, but rather provide a general summary of the Review Panel's thoughts that might serve your Board in today's deliberation and provide the affected applicants with information on how future grant applications (and the events or projects for which they seek funding) might be improved.

### Grant Requests Recommended For Funding

*Death Valley Chamber Website Upgrade* (Death Valley Chamber of Commerce): Last year the chamber used grant funds to translate its webpage contents into French, German and Italian; this year's update includes translations into Chinese, Korean, Italian and Dutch, security upgrades and other improvements. The panel again thought this was an excellent idea, considering the current and potential number of international visitors to Death Valley National Park and Inyo County.

Average Score: 78; Funding Request: $7,600; Recommended Award: $7,000.

*Death Valley Chamber Visitor Guides Supplemental Printing* (Death Valley Chamber of Commerce): The Death Valley Chamber has produced two editions of its Visitor Guide, and each year the demand exceeds the supply of guides. This grant will once again allow the Chamber to expand the print run of the 2013 Guide by 10,000 copies. The Guide is distributed at events, is available digitally and also mailed to fulfill information requests.

Average Score: 75.60; Funding Request: $7,250; Recommended Award: $6,000.

*Laws 6th Annual Benefit Concert/The Black Irish Band* (Bishop Museum and Historical Society – Laws Museum): This is the sixth annual Laws Railroad Museum Benefit concert, and the panel noted that the grant funding would help make the fundraiser successful.

Average Score: 70.60; Funding Request: $3,285; Recommended Award: $2,000.

*Eastern Sierra Performing Arts Calendar* (Playhouse 395): The grant will help develop a new, user-friendly, online calendar containing information about the many cultural and artistic events in Inyo County. Other organizations would link to the calendar, and provide event and program information. The panel saw this as a cost-effective attempt to avoid scheduling conflicts and promote the arts and cultural events to visitors and residents.

Average Score: 75; Funding Request: $1,575; Recommended Award: $1,500.

*Father's Day Weekend Fishing Derby* (Community of Independence/Friends of Mt. Whitney Fish Hatchery): This annual fishing derby is a traditional local event that brings out-of-county visitors to the region, and promotes angling opportunities in the Independence area, including the Lower Owens River.

Average Score: 84.80; Funding Request: $6,000; Recommended Award: $6,000.

*Redesign/Reprint Eastern Sierra Treasure Map Brochure* (Bishop Area Chamber of Commerce and Visitor's Bureau): This promotional brochure is a good source of information about the county's attractions, including a great map, and is used by numerous promotional organizations as an attractive hand-out to visitors. Including Death Valley in the brochure and updating other information will enhance its appeal, the panel noted.

Average Score: 76; Funding Request: $10,000; Recommended Award; $8,500.

*2012 Blake Jones Trout Derby* (Bishop Area Chamber of Commerce and Visitor's Bureau): A long-running, traditional event that attracts about 1,000 anglers from across the state and region to Pleasant Valley Reservoir and the Owens River for an early season day of fishing. The event generates substantial news coverage which boosts interest and awareness of fishing opportunities in the Eastern Sierra.

Average Score: 84.60; Funding Request: $10,000; Recommended Award: $8,000.

*2012 California High School Rodeo State Finals Championships* (Bishop Area Chamber of Commerce and Visitor's Bureau): The Chamber is one of the key organizations responsible for helping make this excellent event enjoyable for participants, judges and rodeo staff. The event brings hundreds of high school athletes and their families to the area, introducing a new group of visitors and a new generation to Inyo County and the Eastern Sierra.
Average Score: 84.80; Funding Request: $10,000; Recommended Award: $9,500.

*Wild Wild West Marathon* (Lone Pine Chamber of Commerce): This marathon has been held for 35 years, and has become part of the national, distance-race "circuit." The event consistently brings to the region between 350-400 competitors from across the state and county, and at least one support member per runner, who stay in the area for various lengths of time. The panel noted the event advertising in national running magazines promotes the area to a target audience suited to the county's outdoor attractions.
Average Score: 82; Funding Request: $7,500; Recommended Award: $7,000.

*Inyo County Visitors Guide (Sixth Edition):* (Lone Pine Chamber of Commerce): This promotional piece (20,000 copies) is printed in a glossy magazine format with four-color photos throughout. The panel pointed out the guide is one of the few promotional materials that includes every region of Inyo County, and is an integral part of the overall marketing effort for local chambers of commerce and the county.
Average Score: 79.40; Funding Request: $10,000; Recommended Award: $9,000.

*Early Opener Trout Derby* (Lone Pine Chamber of Commerce): The first fishing derby of the 2013 fishing season in the Eastern Sierra, the Southern Inyo Early Opener has been a successful event for many years, both in terms of numbers of anglers attending and the amount of publicity generated. Last year's derby was one of the most successful in recent years, and organizers hope to continue that growth and success.
Average Score: 79.40; Funding Request: $7,500; Recommended Award: $6,500.

*Images of Inyo Photo Contest* (Lone Pine Chamber of Commerce): This will be the fourth county-wide photo contest. There were more than 169 entries last year. The event, and the significant amount of national advertising in photo-related media, promotes Inyo County as a photography destination. All the contest photos can be used by promotional organizations throughout the County. The Chamber spends the allocated funds before the end of the fiscal year, even though the contest runs through 2013.
Average Score: 71; Funding Request: $9,500; Recommended Award: $7,500.

*Fallen Heroes Memorial Mural* (Bishop Mural Society): The Society plans to create a mural honoring Officer Richard Perkins and other law enforcement personnel in Inyo County history who have given their lives while helping others. The Mural will be located on the south wall of the Culver Sporting Goods building. NOTE: The Mural Society will be contacted and advised of how to acknowledge the County contribution on the mural itself, and on its web page and other publications.
Average Score: 70; Funding Request: $3,000; Recommended Award: $1,500.

## Grant Requests Not Recommended For Funding

Some select, general observations from the panel about these projects are briefly summarized here. Staff welcomes inquiries from grant applicants to share more detail about the review panel's conclusions. None of the following grant requests averaged above 70 points during the panel's review, thus they are not eligible for funding under the program's guidelines.

*Death Valley Explorer Educational and Visitor Video Series (The Death Valley Conservancy):* There appears to be ample funding for this "pilot" video through the Conservancy and Death Valley National Park, whose website would host the video. There was no indication of future funding sources for the entire, 4-episode series.
Average Score: 69.60; Funding Request: $10,000.

*New Inyo County Treasure Hunt Passport Program* (Bishop Area Chamber of Commerce and Visitor's Bureau): A smaller project concentrated in a compact geographical area with fewer sites/attractions could indicate the public's interest in such a promotion. Similar "passport" programs have met with mixed results regionally and in other locations, panel members observed.
Average Score: 55; Funding Request: $10,000.

*Rainbow Days Trout Display and Festival* (Bishop Area Chamber of Commerce and Visitor's Bureau): There was little comment, pro or con, on this recently revived event, but the panel did not score it highly.
Average Score: 65.20; Funding Request: $6,000.

*Promote Inyo County Visitation at 2013 Travel Consumer Shows* (Bishop Area Chamber of Commerce and Visitor's Bureau): This project generated a good discussion since several members of the panel have participated in such shows, but there was not a strong consensus about attendance at travel shows.
Average Score: 68.8; Funding Request: $10,000.

*Information Kiosk for Lone Pine* (Lone Pine Chamber of Commerce): The kiosk's proposed location in the Chamber Courtyard would limit its effectiveness, since it would only be accessible when the Courtyard Shops and Chamber were open, typically on weekdays during the day. A location visible and accessible 24/7 would be a better option.
Average Score: 50.20; Funding Request: $5,200.

*Website Translation to Spanish/French/German* (Lone Pine Chamber of Commerce): The budget was short on specifics. With no matching funds or in-kind support, the CPSP grant would be the sole source of funding. The applicant said partial funding would not complete the project, which made it an "all or nothing" proposal.
Average Score: 55.40; Funding Request: $9,500.

*Spring Jam* (Lone Pine Chamber of Commerce): It seemed unclear how much the bands would be paid, or if they would be paid at all, and what entrance fee would be charged, if any. Generally favorable review, but details were lacking.
Average Score: 64.60; Funding Request: $8,500.

(NOTE: The panel observed that some of the Lone Pine Chamber's grant applications were not as informative and thorough as they could have been, in part because they did not fully follow the application format for all projects. Staff will work with Chamber representatives to help them create more complete and uniform grant requests in the future.)

*"Water in the Owens Valley," a 7-9 Minute Web-Based Video* (Owens Valley Committee): The would be predominantly an educational project created by an advocacy group, which the panel felt did not fit well within the CPSP Guidelines.
Average Score: 52.80; Funding Request: $10,000.

*Bishop Mule Days Youth and Young Adult Programs* (Bishop Mule Days Celebration): With substantial financial resources, ample volunteers and a multi-day event, the panel felt creating new programs and events catering to younger attendees could be accomplished using the organization's existing assets.
Average Score: 64.20; Funding Request: $10,000.

## Next Steps

Once your Board takes action, all applicants will be notified as to whether or not they have been awarded funding and, if so, how much. Applicants, whose applications are approved, will be mailed a contract to sign. Those whose grant applications were not funded will be provided the opportunity to contact Program staff to discuss some of the reasons provided by the Review Panel (similar to the information provided to your Board above).

***ALTERNATIVES:*** This report presents your Board with the Community Project Sponsorship Program Review Panel's funding recommendations. Your Board will make the final decision as to what grants are funded and in what amounts.

***OTHER AGENCY INVOLVEMENT:*** County Administrative Officer, County Counsel, and Auditor/Controller.

***FINANCING:*** The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2012-2013, Advertising County Resources Budget (011400), Professional Services (5265).

| APPROVALS | |
|---|---|
| COUNTY COUNSEL:<br><br>**N/A** | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*<br><br>Approved: _____ Date_____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*<br><br>Approved: YLD Date 1/30/13 |
| PERSONNEL DIRECTOR:<br><br>**N/A** | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: _____ Date_____ |

***DEPARTMENT HEAD SIGNATURE:*** _____ Date: 1-30-13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

# 2012-13 Community Project Sponsorship Program Grant Applications
## Summary Scores & Funding Recommendations

| Project/Event Name | Requested Funding | Panelist A | | Panelist B | | Panelist C | | Panelist D | | Panelist E | | Average Score | Average Recommended Funding | Final Recommended Funding |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Total Score | Recommended Funding | Total Score | Recommended Funding | Total Score | Recommended Funding | Total Score | Recommended Funding | Total Score | Recommended Funding | | | |
| Death Valley Chamber of Commerce Web Upgrade | $7,600.00 | 79 | 7600 | 70 | 4,000 | 76 | 5,000 | 81 | 6,000 | 84 | 7600 | 78.00 | $6,040.00 | $7,000.00 |
| Death Valley Visitor Guide Supplemental Printing | $7,250.00 | 74 | 5,500 | 70 | 6000 | 68 | 3,000 | 91 | 6000 | 75 | 7250 | 75.60 | $5,550.00 | $6,000.00 |
| Death Valley Explorer Educational & Visitor Video Series | $10,000.00 | 62 | 1,000 | 71 | 1500 | 55 | 2300 | 69 | 2000 | 91 | 10000 | 69.60 | $3,360.00 | |
| Laws 6th Annual Benefit Concern/The Black Irish Band | $3,285.00 | 77 | 2000 | 69 | 1500 | 75 | 1500 | 71 | 3000 | 61 | 1500 | 70.60 | $1,900.00 | $2,000.00 |
| Eastern Sierra Performing Arts Calendar | $1,575.00 | 96 | 1575 | 73 | 1000 | 81 | 1575 | 60 | 1000 | 65 | 500 | 75.00 | $1,130.00 | $1,500.00 |
| Fathers Day Weekend Fishing Derby | $6,000.00 | 93 | 6000 | 89 | 6000 | 85 | 5000 | 79 | 6000 | 78 | 4000 | 84.80 | $5,400.00 | $6,000.00 |
| New Inyo County Treasure Hunt Passport Program | $8,000.00 | 69 | 500 | 61 | 300 | 46 | 0 | 69 | 5000 | 30 | 500 | 55.00 | $1,260.00 | $0.00 |
| Redesign/Reprint Eastern Sierra Treasure Map Brochure | $10,000.00 | 78 | 10000 | 79 | 7000 | 95 | 10000 | 71 | 8000 | 57 | 7000 | 76.00 | $8,400.00 | $8,500.00 |
| 2013 Blake Jones Trout Derby | $10,000.00 | 88 | 7000 | 86 | 7000 | 88 | 8000 | 78 | 8000 | 83 | 8000 | 84.60 | $7,600.00 | $8,000.00 |
| 2013 CA High School Rodeo State Finals Championship | $10,000.00 | 90 | 9000 | 79 | 7500 | 90 | 10000 | 82 | 9000 | 83 | 8000 | 84.80 | $8,700.00 | $9,500.00 |
| 2013 Rainbow Days Trout Display & Festival | $6,000.00 | 68 | 500 | 76 | 2500 | 53 | 2000 | 62 | 2000 | 67 | 3000 | 65.20 | $2,000.00 | $0.00 |
| Promote Inyo County Visitation at 2013 Travel Consumer Shows | $10,000.00 | 66 | 500 | 70 | 3500 | 80 | 7000 | 70 | 4000 | 58 | 4000 | 68.80 | $3,800.00 | $0.00 |
| Information Kiosk for Lone Pine | $5,200.00 | 59 | 100 | 64 | 1000 | 40 | 1000 | 47 | 1000 | 41 | 1000 | 50.20 | $820.00 | |
| Wild Wild West Marathon | $7,500.00 | 94 | 6000 | 81 | 7000 | 84 | 5000 | 80 | 6000 | 71 | 7500 | 82.00 | $6,300.00 | $7,000.00 |
| Inyo County Visitors Guide | $10,000.00 | 89 | 9000 | 73 | 8500 | 80 | 9500 | 88 | 10000 | 67 | 8000 | 79.40 | $9,000.00 | $9,000.00 |
| Early Opener Trout Derby | $7,500.00 | 90 | 7000 | 89 | 6500 | 79 | 5000 | 78 | 6000 | 61 | 4000 | 79.40 | $5,700.00 | $6,500.00 |
| Website Translation to Spanish/French/German | $9,500.00 | 61 | 100 | 61 | 6000 | 55 | 4500 | 59 | 1000 | 41 | 4000 | 55.40 | $3,120.00 | $0.00 |
| Spring Jam | $8,500.00 | 80 | 3000 | 72 | 4500 | 78 | 4000 | 70 | 6000 | 23 | 2000 | 64.60 | $3,900.00 | |
| Images of Inyo County Photo Contest | $9,500.00 | 87 | 4000 | 78 | 5000 | 71 | 7500 | 73 | 7000 | 46 | 2500 | 71.00 | $5,200.00 | $7,500.00 |
| Water in Owens Valley-a 7-9 Minute Web-based Video | $10,000.00 | 45 | 100 | 57 | 4500 | 39 | 0 | 68 | 1000 | 55 | 2500 | 52.80 | $1,620.00 | |
| Fallen Heroes Memorial Mural | $3,000.00 | 70 | 1000 | 74 | 2000 | 76 | 3000 | 68 | 500 | 62 | 1000 | 70.00 | $1,500.00 | $1,500.00 |
| Bishop Mule Days Celebration | $10,000.00 | 62 | 100 | 79 | 3500 | 58 | 2000 | 63 | 500 | 59 | 2000 | 64.20 | | |

**TOTAL REQUESTED** **$162,810.00**

**TOTAL RECOMMENDED** **$101,300.00** **$80,000.00**

For Clerk's Use Only:
AGENDA NUMBER
34

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 11:00 ☐ Closed Session ☐ Informational

**FROM:** **Water Department**

**FOR THE BOARD MEETING OF:** **February 5, 2012**

**SUBJECT:** **Workshop on Lower Owens River Project Post-Implementation Funding Agreement, and Board direction concerning Inyo County/Los Angeles Standing Committee Meeting – February 8, 2013**

## *DEPARTMENTAL RECOMMENDATION:*

1. The Water Department requests your Board receive a briefing on the Lower Owens River Project Post-Implementation Funding Agreement.

2. A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for February 8, 2013 in Independence at the Board of Supervisors Chambers. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board consider the attached draft agenda, issues discussed below, and provide direction to the County's Standing Committee representatives.

## *SUMMARY DISCUSSION:*

**Lower Owens River Project Funding Agreement workshop.** Water Department staff will present a workshop on the Lower Owens River Project (LORP) Post-Implementation Funding Agreement (Funding Agreement). The Long-Term Water Agreement (section XII) provides that "*Once the* [LORP] *has been constructed and completed, the Department and the County would jointly operate and fund the non-pumpback portions of the project.*" The Funding Agreement, approved by your Board on June 8, 2010, describes which costs are the responsibility of LADWP, which costs are the responsibility of the County, which costs are shared by the two parties, how shared work is planned and budgeted, and how the Standing Committee consults with the Department of Fish and Game concerning LORP seasonal habitat flows and Blackrock Waterfowl Habitat Area flooded acreage.

**Standing Committee Agenda.** Item #1 (Action) concerns approval of documentation of action items from the November 8, 2012 meeting, and modification of one of the actions taken. A draft memo is attached. The modification concerns the timeliness of requests from LADWP to modify enhancement/mitigation projects. The action taken at the November 8 meeting requires LADWP to make such requests "...before the irrigation season..." LADWP and Water Department staff have discussed the matter and recognize that (1) LADWP may not be prepared to make such a request prior to the start of the irrigation season, and (2) LADWP may desire to request that the Standing Committee act on such requests mid-season due to events occurring after the start of the irrigation season (e.g., less than expected runoff or supply wells switching to off status).

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

Item #3 will be an update from staff on the status of E/M project evaluations.

Item #4 will be a presentation by MIG Inc. on the Lower Owens River Project (LORP) Recreational Use Plan.

Item #5 will be a report on actions taken by the Technical Group concerning the LORP Annual Report.

Item #6 concerns Technical Group disagreements over the 2013-2014 LORP Work Plan and Budget. The Funding Agreement provides for how annual work plans will be developed, and how LORP costs shall be shared between LADWP and the County. Importantly, disagreements over the LORP work plan and budget are not subject to the dispute resolution provisions of the Long-Term Water Agreement. Because the LORP Work Plan requires budgeting and expenditure of County funds, your Board retains ultimate control over costs associated with the Work Plan through section II.F.5 of the Funding Agreement, which provides:

> *In the event that the Technical Group is in disagreement over whether an item should be included in a work plan, over the amount of work performed on an item, over whether an item should be included in a budget, or over another work plan-related item, the issues(s) in disagreement shall be submitted to the Standing Committee for resolution. If the Standing Committee resolves the disagreement, each Party will submit the recommended resolution to its governing board or to its designee, together with a recommendation that it be approved. If the Standing Committee cannot resolve a disagreement, the issues in disagreement will be submitted to the governing boards of each Party for resolution. Alternatively, before submitting the disagreement to the governing boards, the Standing Committee may agree to submit the disagreement to an impartial third party to review the issue or issues in disagreement and to issue a non-binding recommendation for resolution of the disagreement. If a third party recommendation is issued, and the disagreement is not resolved, the governing boards may consider the recommendation of the third party, but neither board is required to accept or implement the recommendation. If the governing bodies cannot resolve a disagreement, the activity or adaptive management measure in question will not be jointly conducted or funded; however, one Party may agree to conduct such an activity or implement an adaptive management measure at its own cost and to fund any increased costs (operation, maintenance, etc.) that result from the activity or measure in subsequent years. Concerning funding for activities [shared jointly by LADWP and the County], Section 2.2.2.2 of the Final LORP EIR provides in pertinent part:*
>
> > *As required by law, decisions as to the availability of funding for the LORP will be made annually by the Inyo County Board of Supervisors and by the LADWP Board of Water and Power Commissioners. In the event that one or both governing boards determine that there are insufficient funds available to cover the entity's share of the costs of the LORP, each entity will evaluate the situation and will take such action as it deems appropriate under the then existing applicable law.*

The principal areas of difference are (1) operations and maintenance (O & M) costs and (2) the budget for the LORP consultant (Ecosystems Sciences Incorporated, or ESI). For fiscal year 2012-2013, LADWP proposes $228,729 for O & M. The Funding Agreement requires that an accounting report be developed annually by October 30 which tabulates the actual costs incurred by each party. This provides the parties guidance for development of subsequent work plans. In the October 12, 2012 accounting report, LADWP reported that their O & M costs for fiscal year 2011-2012 were $92,654 – much lower than the $228,729

now claimed. They explain that in the past, they have overlooked some O & M activities on the LORP that they now seek to include in the budget. The Water Department has reviewed their claims, and found that a number of the activities they seek to include in the budget should be considered part of the baseline of pre-project maintenance costs. Baseline costs are accounted for in the Funding Agreement, but since LADWP claims that in the past they have not fully budgeted their O & M costs, it stands to reason that their baseline costs were likewise underestimated during the development of the Funding Agreement. This should be resolved prior to agreeing to LADWP's proposed O & M budget. If the baseline costs represented in the Funding Agreement are too low, the County may be required to fund work that should be the sole responsibility of Los Angeles. Additionally, LADWP seeks to have maintenance costs for spillgates shared by the County, when the County has agreed to not require use of the spillgates for augmenting flows in the river. If the spillgates are not used for augmenting flows in the LORP – a water saving measure insisted upon by LADWP – then the County should not have to pay for their maintenance.

LADWP seeks to have the County share costs for road maintenance that are not a shared cost under the Funding Agreement. Concerning roads, the Funding Agreement (Sec. II.B.3) provides that "All costs of monitoring, inspecting, maintaining and repairing LADWP roads" are the responsibility of LADWP. There are similar provisions for the County roads being the responsibility of the County. However, in either case, if as a result of activities attributable to the LORP, a road requires major renovation, capital improvement, or unanticipated repair, such work and funding may be included in a work plan as a shared cost. LADWP is using this provision to include routine repair in the work plan as a shared cost, whereas increased maintenance due to increased traffic resulting from the LORP was anticipated in LORP planning documents.

ESI is identified as the consultant for the LORP in the 1997 MOU between Los Angeles, Inyo County, CA Department of Fish and Game CA State Lands Commission, the Owens Valley Committee, and the Sierra Club. Each year, ESI provides recommendations for adaptive management, recommendations for the seasonal habitat flow, performs a number of planning and monitoring activities, and reviews data collected by LADWP and the Water Department. Their contract is a shared cost. This year, ESI has proposed a budget totaling $610,962 for their work in 2012-2013. Their budget fluctuates from year to year based on the amount of monitoring and analysis planned. Over the past three years, their budget has ranged from $180,384 to $338,084. Over time, as the LORP develops, the need for ESI's involvement in the project should be diminishing, not increasing. In LADWP's budget, they propose to take some of ESI's proposed work in-house (landscape scale vegetation mapping). The Water Department opposes this because we do not believe that a similar task performed by LADWP staff two years ago provided any benefit to the project. The Water Department recommends that this task be deferred until it can be redesigned to be more useful.

Below are tables summarizing LADWP's proposed budget and the County's proposed budget. As we work with LADWP staff on this budget, these figures may change before the Standing Committee meeting. As of January 22, LADWP proposes this budget:

| Inyo County | Staff Work Days | Value of Additional Staff Time, Materials, and Equipment | Payments |
|---|---|---|---|
| Hydrologic Monitoring | – | $ - | |
| Biologic and Water Quality | 126 | $ - | |
| Operations and Maintenance | – | $ - | |
| Mosquito Abatement | | $ 30,000 | |
| MOU Consultant | – | $ 398,388 | |
| Adaptive Management | – | $ - | |
| Noxious Species Control | – | $ 50,000 | |
| Inyo County Totals | 126 | $ 478,388 | |
| | | | |
| **LADWP** | **Staff Work Days** | **Value of Additional Staff Time, Materials, and Equipment** | **Payments** |
| Hydrologic Monitoring | – | $ 120,040 | |
| Biologic and Water Quality | 298 | $ 73,780 | |
| Operations and Maintenance | – | $ 228,729 | |
| Mosquito Abatement | – | $ 30,000 | |
| Rodent Control | | $ 10,100 | |
| MOU Consultant | – | $ - | |
| Adaptive Management | – | $ - | |
| LADWP Totals | 298 | $ 462,465 | $ 4,870 |
| Combined Total | 424 | $ 941,037 | |

And the Water Department has developed this budget:

| Inyo County | Staff Work Days | Value of Additional Staff Time, Materials, and Equipment | Payments |
|---|---|---|---|
| Hydrologic Monitoring | – | $ - | |
| Biologic and Water Quality | 126 | $ - | |
| Operations and Maintenance | – | $ - | |
| Mosquito Abatement | – | $ 30,000 | |
| MOU Consultant | – | $ 358,407 | |
| Adaptive Management | – | $ - | |
| Noxious Species Control | – | $ 50,000 | |
| Inyo County Totals | 126 | $ 438,407 | |

| LADWP | Staff Work Days | Value of Additional Staff Time, Materials, and Equipment | Payments |
|---|---|---|---|
| Hydrologic Monitoring | – | $ 120,040 | |
| Biologic and Water Quality | – | $ - | |
| Operations and Maintenance | – | $ 148,397 | |
| Mosquito Abatement | – | $ 30,000 | |
| Rodent Control | – | $ 10,100 | |
| MOU Consultant | – | $ - | |
| Adaptive Management | – | $ - | |
| LADWP Totals | 126 | $ 308,537 | $ 64,935 |
| Combined Total | 252 | $ 746,944 | |

LADWP's budget proposes to have LADWP staff take on some of the tasks proposed by ESI, whereas the Water Department recommends eliminating some of those tasks. The Water Department recommends continued work by staff on the work plan and budget. LADWP has brought the issue to the Technical Group for resolution and anticipates taking it to the Standing Committee following disagreement at the Technical Group.

Attachments:

LORP Post-Implementation Funding Agreement
Draft Standing Committee meeting agenda
Draft 2013-2014 LORP Work Plan and Budget – LADWP version
Draft 2013-2014 LORP Work Plan and Budget – Inyo version

***ALTERNATIVES:***

***OTHER AGENCY INVOLVEMENT:***

LADWP.

***FINANCING:***

No financing is currently necessary, but it should be noted that the LORP Post-Implementation Credit, held by LADWP, currently provides $1,339,087 to fund the County's obligations for LORP costs. The LORP Trust Account (504103), held in the County Treasury, contained $3,654,245.36 as of June 25, 2012 to pay the County's LORP costs, escrow account costs, and funding for habitat indicator species monitoring.

| APPROVALS | |
|---|---|
| COUNTY COUNSEL:<br>**N/A** | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*<br>Approved: _____ Date: _____ |

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

***DEPARTMENT HEAD SIGNATURE:***
(Not to be signed until all approvals are received) Robert L[illegible] Date: 1/30/13

DUPLICATE ORIGINAL

# AGREEMENT BETWEEN THE COUNTY OF INYO AND CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER CONCERNING OPERATION AND FUNDING OF THE LOWER OWENS RIVER PROJECT

## RECITALS

1. In 1991, the City of Los Angeles Department of Water and Power ("LADWP") and the County of Inyo ("County") entered into the *Agreement Between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County* ("Water Agreement"). The impacts of the Water Agreement were addressed in an environmental impact report that also addressed the impacts of LADWP's groundwater pumping operations in the Owens Valley from 1970 to 1990 ("1991 EIR").

2. The Water Agreement provides for, among other things, the implementation of the Lower Owens River Project ("LORP"), which includes the rewatering of a portion of the Owens River ("Riverine Area"), the maintenance of certain off-river lakes and ponds ("Off River Lakes and Ponds"), establishment of a waterfowl habitat area in the Blackrock area ("Blackrock Waterfowl Area"), enhancement of habitat in the Owens River delta area ("Delta Area"), and a pump station. The 1991 EIR further identified the LORP as an LADWP compensatory mitigation measure for impacts related to LADWP's groundwater pumping from 1970 to 1990 that were difficult to quantify or mitigate directly. Neither the Water Agreement nor the 1991 EIR nor any other document identifies the LORP as a mitigation measure for any activity undertaken by the County. The Water Agreement and the 1991 EIR provided that the impacts of the LORP would be addressed in a separate environmental impact report.

3. Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of $3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources); (2) LADWP will fund the remaining initial construction costs of the LORP; and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station, which will be funded by LADWP).

4. In 1997, LADWP and the County entered into a settlement agreement called a Memorandum of Understanding ("MOU") with the California Department of Fish and Game, the California State Lands Commission, the Sierra Club, and the Owens Valley Committee. The purpose of the MOU was to resolve challenges to the legal adequacy of the 1991 EIR, and the implementation of the LORP. The MOU specifies the amount of baseflow to be maintained in the river, the release of higher seasonal habitat flows, and delineated a schedule for establishing the baseflow in the river.

5. In 2004, LADWP and the County each adopted an Environmental Impact Report that addressed the LORP ("Final LORP EIR").

6. The schedule in the MOU for establishing baseflows in the LORP was not met. On August 8, 2005, the Inyo County Superior Court, in case number S1CVCV01-29768, issued an order ("Court Order") that required LADWP to pay $5,000.00 per day, commencing on September 5, 2005, into an escrow account established by LADWP and the County until LADWP established a permanent baseflow of approximately 40 cfs in the LORP. Under the Court Order, the proceeds of the escrow account are only to be used to pay the costs of: (1) the Special Master (appointed as part of the Court Order); (2) the County's share of the post-implementation costs of the LORP; (3) the cost of monitoring habitat indicator species for a five-year period at the direction of the California Department of Fish and Game in an amount not to exceed $100,000.00; and (4) the costs of the escrow account.

7. On September 16, 2005, the County and LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide $5,242,965.00 (with adjustments) to the County. With regard to the County's obligation to fund $3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of $2,989,932.00. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of $360,000.00 obtained from the U.S. Bureau of Reclamation, $250,000.00 obtained from the U.S. Department of Housing and Urban Development, and $150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of $3.75 million for the LORP initial construction costs.

8. With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between $5,242,965.00 and the $2,989,932.00 that will be applied to the LORP initial construction costs (a difference of $2,253,033.00), will be a credit held in trust by LADWP (this "Post Implementation Credit" will be used to partially fund the County's obligation to pay one-half of the LORP post-implementation costs); (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the $2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the $2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles-Anaheim-Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

9. The LORP Funding Agreement also provides that the escrow account, required to be established by the Court Order, will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account ("Trust Account"). The LORP Funding Agreement also provides that only after the $2,253,033.00 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the trust account established by the Court Order.

10. On July 11, 2007, the parties to the MOU entered into a Stipulation and Order, ("Stipulation and Order"). The Stipulation and Order resolves issues involving compliance with the Court Order. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP.

11. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of $5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. On July 11, 2007, there was $3,368,017.17 in the Trust Account.

12. On April 28, 2008, Ecosystem Sciences, Inc. released a final LORP Monitoring, Adaptive Management and Reporting Plan ("LORP Adaptive Management Plan").

13. Section II. A. of the MOU provides that the "MOU Consultant" (Ecosystem Sciences, Inc.) is required to prepare a plan for the LORP and that "DWP and the County will direct and assist Consultants in the preparation and implementation of the LORP ecosystem management plan ("LORP Plan"). As provided below, the future involvement of the MOU Consultant in the LORP will be determined by LADWP and the County.

## AGREEMENT

In consideration of the recitals above and the following covenants and provisions, LADWP and the County (hereinafter collectively referred to as "Parties," and individually referred to as a "Party") agree as follows:

## I. IMPLEMENTATION PERIOD

A. All construction, channel modification, planning, and development work, including the completion of all required final LORP plans and other related pre-implementation work performed by Ecosystem Sciences, Inc.; the preparation of the EIR on the project; and any other necessary work for initial operation of the project (including channel modifications downstream of the Intake that have been made to correct a flow impedance problem) are to be considered as costs of implementing the LORP.

B. LADWP will pay all costs of implementing the LORP that are not funded by sources other than LADWP. As provided in the LORP Funding Agreement, LADWP will pay the County's $3.75 million share of the LORP implementation costs.

# II. POST-IMPLEMENTATION PERIOD

## A. COMMENCEMENT OF POST-IMPLEMENTATION FUNDING OBLIGATIONS

The commitments of LADWP and the County to jointly fund and operate the post-implementation costs and activities of the LORP commenced on July 11, 2007. In this agreement, the Parties define their responsibilities for jointly funding and conducting post-implementation activities required to be undertaken during the 15-year period following July 11, 2007 (until July 11, 2022). After July 11, 2022, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted. The Parties do not intend by this agreement to redefine or reinterpret any provision of the MOU; however, by Section P of this agreement, the Parties intend to modify Section A.2 of the LORP Funding Agreement dated September 16, 2005.

## B. POST-IMPLEMENTATION COSTS AND ACTIVITIES THAT ARE THE SOLE RESPONSIBILITY OF LADWP

Unless otherwise agreed to by the Parties, LADWP will have the sole responsibility for planning, operating, and/or conducting the following activities and for all costs arising from such activities.

1. All operation and maintenance costs of the LORP pump station, including hydrologic monitoring and data collection and reporting costs, the maintenance of all roads used exclusively to provide access to these facilities, all pipelines, electrical transmission lines, release structures (excluding the delta release control structure called the Langemann gate), dikes, dams, flow measuring devices and ponds associated with the facilities.

2. On July 9, 2009, the Standing Committee designated four permanent flow monitoring stations in the river (three of the permanent monitoring stations consist of a single station, and the fourth station located at the pumping station consists of three monitoring stations). The two temporary monitoring stations located at Mazourka and Reinhackle will be replaced with permanent monitoring stations. LADWP will design and construct these permanent flow measuring stations.

3. All costs of monitoring, inspecting, maintaining and repairing LADWP roads identified on Exhibit A; however, if, as a result of activities attributable to the LORP (including seasonal habitat flows), a road requires major renovation, capital improvement, or unanticipated repair, such work and the funding for such work will be included in an annual work plan as provided in Section II.F.

4. As provided in Mitigation measure V-2 of the LORP FEIR, for the first seven years of the LORP, LADWP will provide funding up to $50,000 per year for monitoring and control of noxious weeds within the LORP area, and $150,000 per year for monitoring and control of noxious weeds outside the LORP area that could serve as a seed source for the LORP area (LADWP began making payments of $200,000.00 for these purposes in fiscal year 2005-2006; therefore, LADWP's obligation to provide such funding terminates after it has provided such funding for the 2011-2012 fiscal year). Prior to providing such funding for the 2009-2010 fiscal year, and prior to providing such funding for each remaining fiscal year, LADWP shall adjust the amount of the payment upward or downward in accordance with the April Los Angeles-Anaheim-Riverside All Urban Consumers Price Index or its successor; however, as a result of the adjustment, the amount of the annual payment shall not be reduced to less than $200,000.00.

5. Unless otherwise agreed by the Parties, the intentional introduction into the LORP area by LADWP (or the introduction into the LORP area with the express consent of LADWP) of any individual (or individuals) plant or animal with special status under state or federal law, including threatened, endangered, candidate, or rare species, and the monitoring and/or management of any such introduced species.

6. All costs associated with the management and monitoring of livestock grazing and utilization in the project area.

7. The cost of any water supplied to any component or element of the LORP.

8. All costs associated with the implementation of mitigation measures and with the restoration or repair of facilities or property that were damaged or deteriorated as a result of LORP construction activities during project implementation and/or other activities associated with project implementation (including the correction of initial design defects).

9. The payment of a Non-Compliance Payment assessed pursuant to the Stipulation and Order dated July 11, 2007; however, LADWP shall not be responsible for the portion of such a payment that is attributable to an action or inaction by the County (see Section II.C.4. of this agreement.)

10. The costs of LADWP's personnel in the planning and development of work programs and budgets (including determinations of the need for adaptive management measures) or in any subsequent modifications thereof.

## C. POST-IMPLEMENTATION COSTS AND ACTIVITIES THAT ARE THE SOLE RESPONSIBILITY OF THE COUNTY

Unless otherwise agreed by the Parties, the County will have the sole responsibility for planning, operating, constructing, and maintaining the following activities (should

any such activities be planned, constructed and maintained) and for all costs arising from such activities.

1. The development of a recreational use plan for the portion of the Owens River within the project area. (Should any such plan be developed, the implementation of the plan or of any component of the plan will require approval by LADWP before it is implemented.)

2. The development of any campgrounds along the Owens River within the project area. (Should any such campground be proposed for development, the campground will require the approval of LADWP before it is implemented.)

3. Except as provided in Section II.B.1, the costs of monitoring, inspecting, maintaining and repairing the County maintained roads identified on Exhibit A; however, if, as a result of activities attributable to the LORP (including seasonal habitat flows), a road requires major renovation, capital improvement, or unanticipated repair, such work and the funding for such work will be included in an annual work plan as provided in Section II.F. During the release of a seasonal habitat flow, the County will monitor the culverts and bridges at the point where the County roads shown on Exhibit A cross the river (the purpose of the monitoring will be to determine whether the seasonal habitat flow has or may damage the road, bridge, or culvert and whether debris plugs have or may form), and the County will remove any debris plugs as necessary to minimize flooding of, or damage to, the roads. If the County does not have the equipment necessary to remove such debris plugs, LADWP, if it has available equipment, will assist in removing such plugs.

4. The payment of any portion of a Non-Compliance Payment assessed pursuant to the Stipulation and Order that is attributable to an action or inaction by the County. For the purposes of this section, the failure to agree to an annual work plan and/or budget by a Party shall not be deemed an action or inaction.

5. The costs of County personnel in the planning and development of work programs and budgets (including determinations of the need for adaptive management measures) or in any subsequent modifications thereof.

## D. POST-IMPLEMENTATION COSTS AND ACTIVITIES THAT ARE THE JOINT RESPONSIBILITY OF LADWP AND THE COUNTY

The following activities shall be addressed in each annual work plan and budget prepared by the Parties. (Annual work plans and budgets are described in Section 2.2.1 of the Final LORP EIR and in Section II.F of this agreement.)

1. The costs associated with operating and maintaining the flow measuring stations and the costs of hydrologic monitoring and data reporting associated with the physical features of the LORP. As provided in Section F.2 of the July 11, 2007 Stipulation and Order, ten flow monitoring stations must be maintained and operated until at least July 11, 2009, and at least four permanent monitoring

stations must be maintained and operated after that date. On July 9, 2009, the Standing Committee designated the four permanent monitoring stations that will be operated and maintained after July 11, 2009. The four permanent flow measuring stations are shown on Exhibit B.

2. LADWP and the County will each be responsible for one-half the costs of a portion of the annual cost of maintaining ditches and Aqueduct spillgates, including the delta release control structure (a "Langemann Gate") and the LORP Spillgate Structure located near the Los Angeles Aqueduct Intake (which also includes the Lower Owens River release control structure; the release control structure is a Langemann Gate), shown on Exhibit C, that are above the pre-LORP annual average baseline cost of maintaining the ditches and spillgates during the ten fiscal years from 1996-1997 to 2005-2006. The pre-LORP baseline cost of maintaining the ditches and spillgates shown on Exhibit C is $56,863.00. When this pre-LORP baseline cost for maintaining ditches and spillgates was adjusted through November 2009, an adjusted baseline cost of $60,819.00 resulted. Each January, this adjusted baseline cost of maintaining the ditches and spillgates shall be annually adjusted upward or downward in accordance with the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index or its successor. If, in the future, there is a significant change in non-LORP-related uses supplied by a ditch or spillgate shown on Exhibit C, the Parties will renegotiate appropriate changes to this section.

3. The annual costs of habitat and water quality monitoring and associated data collection and reporting.

4. The costs of consultants, if any (including Ecosystems Sciences), who assist in LORP-related monitoring, data collection, data analysis, and/or reporting.

5. The costs of monitoring, treatment, and public education for mosquitoes (including the use of a helicopter for aerial spraying) arising from the various components of the LORP. (The County may use funds derived from its annual benefit assessment for mosquito control to fund its share of the cost of such work included in an annual work plan and budget.)

6. LADWP and the County will each be responsible for one-half the costs of a portion of the annual costs of maintaining the Blackrock Waterfowl Area spillgates, ditches, dikes, berms, ponds, and other features shown on Exhibit D that are above the annual average pre-LORP baseline cost of maintaining the ditches, spillgates, dikes, berms, and other features during the ten fiscal years between 1996-1997 and 2005-2006. The pre-LORP baseline cost of maintaining the Blackrock Waterfowl Area features shown on Exhibit D is $62,798.00. When this pre-LORP baseline cost for maintaining the Blackrock Waterfowl Area features was adjusted through November 2009, an adjusted baseline cost of $ $67,380.00 resulted. Each January, this adjusted baseline cost of maintaining Blackrock Waterfowl Area features shall be annually adjusted upward or downward in accordance with the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index or its

successor. If, in the future, there is a significant change in non-LORP-related uses supplied by the Blackrock Waterfowl Area features shown on Exhibit D, the parties will renegotiate appropriate changes to this section.

7. The costs of beaver control and beaver dam removal.

8. The costs of salt cedar control that are covered by the funding for salt cedar control provided pursuant to Section 6 of the Stipulation and Order entered on September 15, 2004 in the case of Sierra Club and Owens Valley Committee v. City of Los Angeles et al. (case number S1CVCV01-29768).

9. The costs associated with the preparation of an annual report as required by Section 2.10.4 of the Final LORP EIR and by Section L of the Stipulation and Order. (The report shall include data collected during the year, results of analysis, and recommendations for the need for adaptive management measures.)

10. Unless otherwise agreed by the Parties, the costs of permits or environmental assessments associated with the conducting any of the activities described in an approved annual work plan or in an approved amended annual work plan including, but not limited to, California Department of Fish and Game 1601 permits, Regional Water Quality Control Board 401 permits, United States Army Corp of Engineers 404 permits, and any California Environmental Quality Act compliance. (The implementation of some post-implementation activities may be subject to the ability to obtain permits to conduct the post-implementation activities.)

## E. OTHER POST-IMPLEMENTATION WORK

Any post-implementation cost or activity that the Parties deem necessary that is not listed in II.D above may be included in an annual work program and budget described in Section II.F below. Such costs and activities include, but are not limited to, adaptive management measures, control of noxious weeds within the LORP area, replacement of capital improvements, and salt cedar control attributable to the LORP that is proposed to be conducted that will cost more than the funding available for salt cedar control pursuant to Section 6 of the Stipulation and Order entered on September 15, 2004 in the case of *Sierra Club and Owens Valley Committee v. City of Los Angeles et al.* (case number S1CVCV01-29768).

## F. POST-IMPLEMENTATION WORK PLANS AND BUDGETS

1. With regard to annual work plans and budgets, Section 2.2.1 of the Final LORP EIR provides in pertinent part as follows:

> *Also, following the implementation of the LORP, in December of each year, the Technical Group will develop and adopt an annual work program describing the work to be performed in regard to the LORP (including the implementation of adaptive management*

*measures) during the following fiscal year. Each work program will identify who will perform or oversee the work, a schedule for the performance of the work and a budget. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing boards for consideration of approval. Meetings of each governing board are open to the public. Before the work plans and accompanying budgets can be implemented, they will have to be approved by each governing board.*

*If the Technical Group is in disagreement over the need to implement an adaptive management measure or over the content of a work program, the disagreement will be submitted to the Inyo County/Los Angeles Standing Committee ("Standing Committee") for resolution. The Standing Committee was formed in 1982 and consists of both managers and elected and appointed officials from the County and LADWP. Its meetings are open to the public. If the Standing Committee is unable to resolve a disagreement, the disagreement will be submitted to the governing boards of each entity for resolution. If the governing boards are unable to agree on all, or any part, of a work program, the portion of the program in disagreement will not be implemented. Further, if the governing boards are in disagreement over the need to implement an adaptive management measure, the measure will not be implemented.*

2. By approximately April 1, 2010, and by approximately the 1st of April of each following year, if the Technical Group is in agreement on an annual work plan and budget, then each Party shall submit to its governing board or to its designee a work plan and budget for any post-implementation cost or activity that is attributable to the LORP and that is planned to be conducted by the Parties during the year commencing the following July 1, together with a recommendation that the work plan and budget be approved. (A copy of the 2009-2010 Work Plan and Budget that has been approved by the Technical Group is attached as Exhibit E.) Each work plan shall include activities identified in Section II.D and may include activities described Section II.E. Each work plan and budget will identify the activities (including any adaptive management modifications deemed necessary) for each of the four LORP physical features (Riverine Area, Delta Area, Off River Lakes and Ponds, and the Blackrock Waterfowl Area) and any other components of the LORP.

3. Each work plan shall identify who will perform or oversee the work, activity or program (i.e., LADWP and/or the County and/or outside contractor), and shall include a schedule for the performance of the work, activity or program. For each item in the budget, the budget shall identify the work that will be conducted by each Party. Each work plan will divide the planned work using the procedure employed by the Parties in developing the 2009-2010 Work Plan and Budget. Each Party will bear its own costs for conducting its portion of the work described in the work plan. As may be applicable, the following principles shall

guide the assignment of labor rates in the preparation of a work plan and budget:

a. If the Parties agree that LADWP will conduct work for the reason that LADWP would prefer to conduct the work even though the County is willing to perform the work, the costs of such work will be shared by the Parties using the County's labor rates (or a contractor's labor rates--whichever is lower).

b. If the Parties agree that LADWP will conduct work because the County is unable to conduct it, the costs of such extra work will be shared by the Parties based upon LADWP's labor rates.

c. If the Parties agree that the County will conduct work for the reason that the County would prefer to conduct the work even though LADWP is willing to perform the work, the costs of such work will be shared by the Parties based upon LADWP's labor rates.

4. If the work plan and budget calls for services or work to be performed by a contractor, the work plan will identify which Party will be responsible for awarding and administering each such contract. Beginning with the 2010-2011 fiscal year, the County will award and administer any contract with Ecosystem Sciences, Inc., unless otherwise agreed by the Parties, for work agreed upon by the Parties involving the LORP (exclusive of a contract for the management and monitoring of livestock grazing and utilization in the LORP area).

5. In the event that the Technical Group is in disagreement over whether an item should be included in a work plan, over the amount of work performed on an item, over whether an item should be included in a budget, over the amount of an item to be included in a budget, or over another work plan-related item, the issue(s) in disagreement shall be submitted to the Standing Committee for resolution. If the Standing Committee resolves the disagreement, each Party will submit the recommended resolution to its governing board or to its designee, together with a recommendation that it be approved. If the Standing Committee cannot resolve a disagreement, the issues in disagreement will be submitted to the governing boards of each Party for resolution. Alternatively, before submitting the disagreement to the governing boards, the Standing Committee may agree to submit the disagreement to an impartial third party to review the issue or issues in disagreement and to issue a non-binding recommendation for resolution of the disagreement. If a third party recommendation is issued, and the disagreement is not resolved, the governing boards may consider the recommendation of the third party, but neither board is required to accept or implement the recommendation. If the governing bodies cannot resolve a disagreement, the activity or adaptive management measure in question will not be jointly conducted or funded; however, one Party may agree to conduct such an activity or implement an adaptive management measure at its own cost and to fund any increased costs (operation, maintenance, etc.) that result from the activity or measure in subsequent years. Concerning funding for activities

described in Sections II.D and II.E, Section 2.2.2.2 of the Final LORP EIR provides in pertinent part:

> *As required by law, decisions as to the availability of funding for the LORP will be made annually by the Inyo County Board of Supervisors and by the LADWP Board of Water and Power Commissioners. In the event that one or both governing boards determine that there are insufficient funds available to cover the entity's share of the costs of the LORP, each entity will evaluate the situation and will take such action as it deems appropriate under the then existing applicable law.*

6. To the extent that the County finds that funding is available, the County will first provide funding for activities included in annual LORP work plans and budgets that are essential to complying with applicable court orders and legal commitments. A list of such activities, in descending order of priority, follows:

   a. Work and activities required to maintain required flows in the river and required water supplies to the other components of the LORP.

   b. Maintenance and operational costs associated with flow compliance monitoring and reporting required by the Stipulation and Order.

   c. Habitat and water quality monitoring as described in the then current version of the LORP Adaptive Management Plan or required to comply with the requirements of Lahontan Region Water Quality Control Board.

   d. The preparation of an annual report as required by Section 2.10.4 of the Final LORP EIR and by Section L of the Stipulation and Order.

   e. Other work and activities including the implementation of adaptive management measures.

7. Once an annual work plan and budget have been approved, the County and LADWP shall each have the right to monitor and review the work and activities performed by the other Party to ensure compliance with the work plan and budget. Also, neither Party shall approve a change order or a modification of any contract that provides for work and services that are identified in the work plan as being jointly funded by the Parties unless the change order or modification has been approved by the Parties.

## G. AMENDMENT OF WORK PLANS AND BUDGETS

1. In the event that the need to conduct post-implementation activity arises following the adoption of an annual work program and budget, the Technical Group shall develop an amended work program, a schedule, and an amended budget that identifies the work that will be conducted by each Party. The cost sharing for the work identified in the amended work plan shall be as provided in

Section F.3. The amended work plan and budget shall be submitted by each Party to its governing board or to its authorized designee together with a recommendation for approval.

2. In the event that the Technical Group is in disagreement over the amended work program or amended budget, the issues in disagreement shall be resolved as provided in Sections II.F.5 and II.F.6.

## H. URGENT WORK

1. In the event of a situation where it is necessary to immediately conduct post-implementation work or an activity in order to protect public health or safety, to comply with the provisions of the Stipulation and Order, or to ensure the integrity or the efficient operation of the project, LADWP and/or Inyo County, will conduct the work (or cause the work to be conducted). The Inyo County Administrator and the Manager of the Los Angeles Aqueduct will meet within 48 hours from commencement of the work and attempt to agree on the need for the urgent work. As soon as practicable thereafter, the Parties will prepare a report that describes the work conducted, the cost of the work, and a recommendation as to the portion of the cost of the work to be funded by each agency. In the event that these individuals are in disagreement over the need for the urgent work or the apportionment of costs, if the other Party does not object, the other Party may continue to conduct such an activity at the risk of assuming the entire cost of the activity being conducted.

2. If there is no agreement on the urgency of the activity or the cost apportionment, the issue(s) in disagreement shall be submitted to the Standing Committee for resolution. If they cannot resolve a disagreement, the issues in disagreement will be submitted to the governing boards of each Party for resolution. If the governing bodies cannot resolve a disagreement, the issues in disagreement shall be resolved as provided in Sections II.F.5 and II.F.6.

## I. POST-IMPLEMENTATION THIRD PARTY FUNDING

The Standing Committee may agree that the Parties will jointly seek funding from a third party for the post-implementation costs of the LORP. LADWP will not unreasonably withhold permission to the County for the use of Los Angeles-owned lands for a post-implementation project proposed to be funded by third-party funds as long as the proposed project is consistent with this agreement and the goals of the LORP. Any such jointly agreed upon third-party funds obtained will be expended as agreed by the Standing Committee. This provision for Standing Committee agreement on third-party funding does not preclude either Party from individually seeking funding from a third party to fund its share of the post-implementation costs of the LORP. However, unless the Parties otherwise agree upon an amendment to the work plan and budget, the receipt of funds from a third party by one Party will not affect the post-implementation funding commitment of the other Party. Moreover, it shall be the responsibility of the Party receiving the third-party funding to pay any costs and perform any compliance work related to the funding received.

## J. ADJUSTMENTS AND PAYMENTS

1. Initial Adjustment of the Post Implementation Credit

   Within ten days of approval of this agreement by the governing boards of the Parties, LADWP shall adjust the Post Implementation Credit described in Recitals 7 and 8 by increasing it by 2.9 percent, an increase in accordance with the July 2007 Los Angeles-Anaheim-Riverside All Urban Consumers Price Index ("price index").

2. Debits and Payments

   a. Except for $22,652.00 in costs for adaptive management measures that will be conducted during 2009-2010 that were not conducted in previous years, the County's share of the costs of the 2009-2010 work plan and budget ($243,524.00) shall be the amount of the County's financial obligations for the June 11, 2007 to June 30, 2008 period and for the 2008-2009 fiscal year.

   b. Within 30 days after approval of this agreement by the governing bodies of the Parties, LADWP shall take the following actions in the following order:

      i. To cover the County's obligation for July 11, 2007 to June 30, 2008 period, LADWP shall reduce the Post Implementation Credit by $243,524.00.

      ii. Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index.

      iii. To cover the County's obligation for 2008-2009 fiscal year, LADWP shall reduce the Post Implementation Credit by the amount of $243,524.00.

      iv. Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index.

      v. Reduce the remaining balance by the amount of $266,176.00, reflecting the County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.

   c. Commencing on July 10, 2010, and effective as of July 10 of each following year for as long as a credit remains in the Post Implement Credit, LADWP shall adjust the amount of the credit upward or downward in accordance with the previous April's price index.

d. On each July 21 following July 21, 2009 through July 21, 2021 (or on the next business day thereafter if a July 21 is not a business day) for as long as sufficient funds remain in the Post Implementation Credit, LADWP shall annually reduce the credit by the County's cost obligation identified in that year's annual work plan and budget approved pursuant to Section II.F.

e. Once the balance in the Post Implementation Credit has been reduced to an amount that is insufficient to cover the amount of the required debit, LADWP will reduce the Post Implementation Credit to zero, and the County will make a payment to LADWP from the Trust Account in the amount of the difference. Thereafter, on or before July 21 of each year through July 21, 2021, the County shall make an annual payment to LADWP from the Trust Account in the amount of the County's cost obligation identified in an annual work plan and budget approved pursuant to Section II.F.

f. If, on or before November 1, 2021, the amount remaining in the Trust Account is insufficient to cover a required payment to LADWP, the County shall pay the remaining balance in the Trust Account to LADWP and shall make a supplemental payment in the amount of the difference to LADWP; on or before November 1 of each year through November 1, 2021, the County shall make an annual payment to LADWP in the amount of the County's share of any post-implementation cost or activity (including adaptive management measures) identified in an annual work plan and budget approved pursuant to Section II.F.

g. If an amendment to a work plan and budget is agreed upon as provided in Section II.G or if a modification of a work plan and budget to conduct urgent work is agreed upon as provided in Section II.H, within 60 days of the agreement, either the Post Implementation Credit, and/or the Trust Account will be debited in the amount of the County's share of the increased costs or the County will make a payment to LADWP in the amount of the County's share of the increased costs.

h. Each year, at the election of the County, the County may reimburse itself from the Trust Account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County under an annual work plan and budget approved pursuant to Section II.F.

3. Annual Accounting Reports

a. Beginning on October 31, 2009 and on or before each October 31 thereafter through October 31, 2022, an annual accounting report that describes the work performed pursuant to the previous year's approved work plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved

work plan and budget. The costs will be documented by timesheets and other appropriate documentation. It is recognized that actual costs incurred by the Parties will likely be different than the amounts budgeted in the approved work plan(s). The accounting must be approved by the governing board of each Party or by the Party's designee.

b. Except as provided in Section II.J.3.c below, if a Party fully performs the share of the work allocated to it in an annual work plan (as may be modified) and if the Party has fully funded its share of contract costs (as may be modified by change order) as identified in an annual budget, that party is in compliance with this agreement, and there shall be no reconciliation of hours or costs even if an annual accounting report or an audit shows that the Party expended more or less time in performing the work than was estimated in the annual work and/or budget. However, the results of any annual accounting report, audit, or other information maybe used to guide the development of future years' annual work plans.

c. If an annual accounting report shows that the amount paid by a Party for contract services and/or contract work was less than the amount budgeted for the contract services and/or contract work, to reconcile the change with the approved budget, the accounting report will specify whether a payment should be made by LADWP to the County or whether a debit from the Post Implementation Credit and/or Trust Account or whether the County should make a payment to LADWP. (There is no need to reconcile increased contract costs since the work plan will be modified if, pursuant to Section F.8, there is an agreed upon contract change order that increases the cost of the contract.)

d. At any time within three years after submission of the accounting, either Party shall have the right to conduct an audit of the expenditures itemized in the accounting by providing 30 days calendar notice to the other Party. The Party being audited shall provide the other Party with an office to conduct this audit along with all requested documents and information at no cost to the other Party. The Party conducting the audit shall bear the costs of conducting the audit. The Party conducting the audit shall promptly conduct and complete it and shall notify the other Party in writing of any expenditure that it believes is improper. The Party being audited shall promptly respond to any claim of an improper expenditure in writing. If the County and LADWP are in disagreement over whether an expenditure was improper, the matter will be submitted to the Standing Committee for resolution. If the Standing Committee is in agreement, the Parties will submit a proposed resolution of the matter, if any, to the governing boards of each entity or their designees. If the Standing Committee cannot agree, the issue(s) in dispute will resolved as provided in Section II.K.

## K. DISPUTE RESOLUTION

1. Any dispute arising under this agreement that cannot be resolved by the Parties, except those disputes that are subject to dispute resolution under Sections II.F.5 and II.F.6, may be submitted to dispute resolution under Section XXVI of the Water Agreement. The Parties agree that because any dispute arising out of this agreement that has not been resolved by the Parties has already been considered by the Technical Group and the Standing Committee, dispute resolution under Section XXVI of the Water Agreement will commence by submitting the matter to mediation/temporary arbitration as described in Section XXVI.C of the Water Agreement.

2. Such mediation/temporary arbitration must be commenced by providing the Standing Committee with a written notice within 45 days of a failure by the governing boards of the Parties to resolve a dispute. A failure to submit the notice within the 45-day period shall be a waiver of the right to dispute an issue. The written notice shall describe the dispute and the disputing Party's argument in favor of its position. The other Party shall submit its argument in favor of its position to the other Party and to the mediators within 30 days of the submission of the initiating Party's notice. If, within 45 days of the submission of the responding Party's argument, the dispute has not been resolved, the mediators shall submit written findings to the Standing Committee. If a Party disagrees with the findings of the mediators, the dispute may be submitted to a Superior Court Judge as provided in Section XXVI.D of the Water Agreement.

## L. NO FINANCIAL SET OFF

In the event that LADWP believes that this agreement has given rise to an obligation of the County that the County has not paid, in the absence of a final judgment from a court of competent jurisdiction that expressly allows LADWP to set off such an obligation of the County against any funding required to be provided or credited by LADWP to the County under the Water Agreement or under the LORP Funding Agreement, LADWP shall not reduce the amount of any payment to the County called for by the Water Agreement.

## M. AMENDMENTS

This agreement may only be amended by written agreement of LADWP and the County. After the completion of the 2010-2011 fiscal year, the Parties will consider whether any of the other provisions of this agreement should be amended to better reflect the Parties' experience during the first five years of this agreement.

## N. AMENDMENT OF SECTION A.2 OF THE LORP FUNDING AGREEMENT

The last sentence of the third paragraph of Section A.2 (page 5) of the LORP Funding Agreement between the County and LADWP provides that the County will only be required to pay its share of the LORP post-implementation costs from the Trust Account after the Post Implementation Credit has been fully expended.

Section II.J.2.h above provides that each year, at the election of the County, the County may reimburse itself from the Trust Account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County under an annual work plan and budget approved pursuant to Section II.F. In order to make the provisions of the LORP Funding Agreement and this agreement consistent, the last sentence of the third paragraph of Section A.2 (page 5) of the LORP Funding Agreement is amended to read as follows (amendments are shown in italics):

> Only after the credit has been fully expended will be the County be required to pay *to LADWP* its share of the LORP post-implementation costs from the trust account established pursuant to section B below; *however, before the credit has been fully expended, the County may reimburse itself from the trust account for LOR- related, non-reimbursed costs incurred by the County for activities or work performed by the County that the County conducts under an annual work plan and budget that has been approved by the County and LADWP.*

## O. CONSULTATION WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME ON SEASONAL HABITAT FLOWS

1. The 1997 Memorandum of Understanding between the City of Los Angeles Department of Water and Power, County of Inyo, California Department of Fish and Game ("DFG"), California State Lands Commission, Sierra Club, and the Owens Valley Committee, Section II.C.1.b.ii, addresses a seasonal habitat flow in the riverine riparian system. The section states:

> *A seasonal habitat flow. It is currently estimated that in the years when the runoff in the Owens River watershed is forecasted to be average or above average, the amount of planned seasonal habitat flows will be approximately 200 cfs, unless the Parties agree upon an alternative habitat flow with higher unplanned flows when runoff exceeds the capacity of the Los Angeles Aqueduct. (The runoff forecast for each year will be DWP's runoff year forecast for the Owens River Basin, which is based upon the results of its annual April 1 snow survey of the watershed.) In years when runoff is forecasted to be less than average, the habitat flows will be reduced from 200 cfs to as low as 40 cfs in general proportion to the forecasted runoff in the watershed. The amount of the annual habitat flow will be set by the Standing Committee, subject to any applicable court orders concerning the discharge of water onto the bed of Owens Lake and in consultation with DFG, and be based on the Lower Owens River Riverine-Riparian Ecosystem element of the LORP Plan, which will recommend the amount, duration and timing of flows necessary to achieve the goals for the system under varying hydrologic scenarios.*

2. In order to address the requirement that the amount of annual habitat flow will be set by the Standing Committee in consultation with DFG, including the amount, duration, timing, and ramping of water releases to the river, the following process will be followed.

   a. Soon after the first of April each year, LADWP will develop its annual runoff year forecast for the Owens River Basin. The runoff year forecast will be developed as described in Section 2.3.5.3 of the LORP EIR. within 21 days of the release of runoff year forecast, LADWP and the County will transmit a recommendation or separate recommendations concerning the amount, duration, timing, and ramping of the seasonal habitat flow, along with LADWP's annual runoff year forecast for the Owens River Basin, to DFG. DFG will be requested to, within ten business days from receipt of the recommendation, provide their concurrence with the recommendations or provide their own recommendation as to the amount, duration, timing, and ramping of the seasonal habitat flow along with the scientific basis for its differing recommendation.

   b. The Standing Committee will meet before the release of each seasonal habitat flow to consider setting the amount, duration, timing, and ramping of seasonal habitat flow. An action item entitled "Setting the Seasonal Habitat Flow" will be placed on the agenda of that Standing Committee meeting during which the LORP seasonal habitat flows will be considered. The Standing Committee will provide an opportunity for DFG to make a presentation at the meeting concerning its recommendations. Following the presentation, the Standing Committee will act on setting the seasonal habitat flow.

## P. CONSULTATION WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME ON THE AMOUNT OF FLOODED AREA IN THE BLACKROCK WATERFOWL HABITAT AREA

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

   *Approximately 500 acres of the habitat area will be flooded at any given time in a year when the runoff to the Owens River Watershed is forecasted to be average or above. In years when the runoff is forecasted to be less than average, the water supply to the area will be reduced in general proportion to the*

*forecasted runoff in the watershed. (The runoff forecast for each year will be DWP's runoff year forecast for the Owens River Basin, which is based upon the results of its annual April 1 snow survey of the watershed.) Even in the driest years, available water will be used in the most efficient manner to maintain the habitat. The Wildlife and Wetlands Management Plan element of the LORP Plan will recommend the water supply to be made available under various runoff conditions and will recommend how to best use the available water in dry years. The amount of acreage to be flooded in years when the runoff is forecasted to be less than average will be set by the Standing Committee based upon the recommendations of the Wildlife and Wetlands Management Plan and in consultation with DFG."*

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

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

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

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

## Q. LONG TERM 1600 AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME

Section II.I.2 of the MOU requires a long-term agreement with DFG under Section 1601of California Fish and Game Code "that covers any such activities that are described and addressed in the LORP EIR." LADWP is seeking this agreement with DFG and began discussions with DFG and the County on draft of the agreement in September 2008. DFG released a copy of LADWP's 1600 application to the parties to the MOU in June 2009. LADWP shall consult with the County prior to entering into the agreement (and visa versa if the County is required to enter into its own 1600 agreement).

## R. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The Final LORP Monitoring, Adaptive Management and Reporting Plan, prepared by Ecosystem Sciences Inc. and dated April 28, 2008, made a change to the project description contained in the LORP EIR by adding augmentation of seasonal habitat flows as an adaptive management measure. LADWP has prepared and released to the parties to the MOU an addendum to the Final LORP EIR that addresses this change.

## S. CONSULTATION WITH THE LORP ADVISORY COMMITTEE

1. The Final LORP Monitoring, Adaptive Management and Reporting Plan dated April 28, 2008 provides that a LORP Advisory Committee consisting of DFG, the Sierra Club, the Owens Valley Committee and LADWP lessees in the Owens Valley will be consulted at least twice in each monitoring year. Section 3.3 of the LORP Adaptive Management Plan (pages 3-6) provides that the first consultation will occur after the annual "rapid assessment survey" to inform the parties and alert them to issues or concerns that will need to be dealt with when making adaptive management decisions. The Advisory Committee will be provided with a communication on the issues and concerns derived from the annual rapid assessment survey, and the Advisory Committee will be invited to submit written comments on the need for adaptive management that are based upon the results of the survey.

2. Section 3.3 of the LORP Adaptive Management Plan (pages 3-6) also provides that a second consultation will occur once the "Scientific Team" has drafted its recommendations for adaptive management and compiled monitoring data and analyses. In accordance with Section L of the July 2007 Stipulation and Order, the Advisory Committee and the public will be provided with the draft of the annual LORP report, which will include "results of analysis and recommendations on the need for adaptive management actions" (described in Section 2.10.4 of the Final LORP EIR), at least 15 days in advance of a public meeting on the information contained in the report. The Advisory Committee

and the public will have the opportunity to offer comments on the draft report within a 15-day period following the public meeting. Following consideration of any comments submitted, the Technical Group will conduct a meeting as described in Section 2.10.4 of the Final LORP EIR.

## T. TERM

The provisions of this agreement will terminate on July 11, 2022; however, for the purpose of allowing for an audit to be conducted pursuant to Section II.J.3.d, and to allow time for the reconciliation of any accounting disputes that may arise under Section II.J.3.d the Parties agree that the applicable provisions of the agreement will be extended as necessary for those limited purposes. The Parties will make a determination of the obligations for any ongoing operation and maintenance activities and associated funding at the time of the effective termination of this agreement.

## U. NOTIFICATIONS

Any notification required by this Agreement shall be made as set forth below.
A change in the recipient or a change of the address of a recipient will be provided in writing to the other Party.

To the County:

Inyo County Administrator
P.O. Drawer N
Independence, California 93526
Email: kcarunchio@inyocounty.us

Director, Inyo County Water Department
P.O. Box 337
Independence, California 93526
Email: bharrington@inyocounty.us

To LADWP:

Director of Water Operations
Box 51111
Room 1460
Los Angeles, California 90051-5700
Email: martin.adams@ladwp.com

Manager, Aqueduct Business Group
300 Mandich Street
Bishop, California 93514-3449
Email: gene.coufal@ladwp.com

IN WITNESS WHEREOF, the City of Los Angeles Department of Water and Power and the County of Inyo have caused this Lower Owens River Project Post Implementation Agreement to be executed by their duly authorized representatives.

City of Los Angeles Department of Water and Power

DEPARTMENT OF WATER AND POWER
THE CITY OF LOS ANGELES BY THE
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

Dated: 6/1/10

By: _____
Austin Beutner
General Manager

And: _____
Secretary

AUTHORIZED BY RES. 010 323
MAY 18 2010

County of Inyo

Dated: 06-15-2010

By: _____
Kevin D. Carunchio
Inyo County Administrator

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

MAY 11 2010

BY _____
JULIE CONBOY RILEY
DEPUTY CITY ATTORNEY

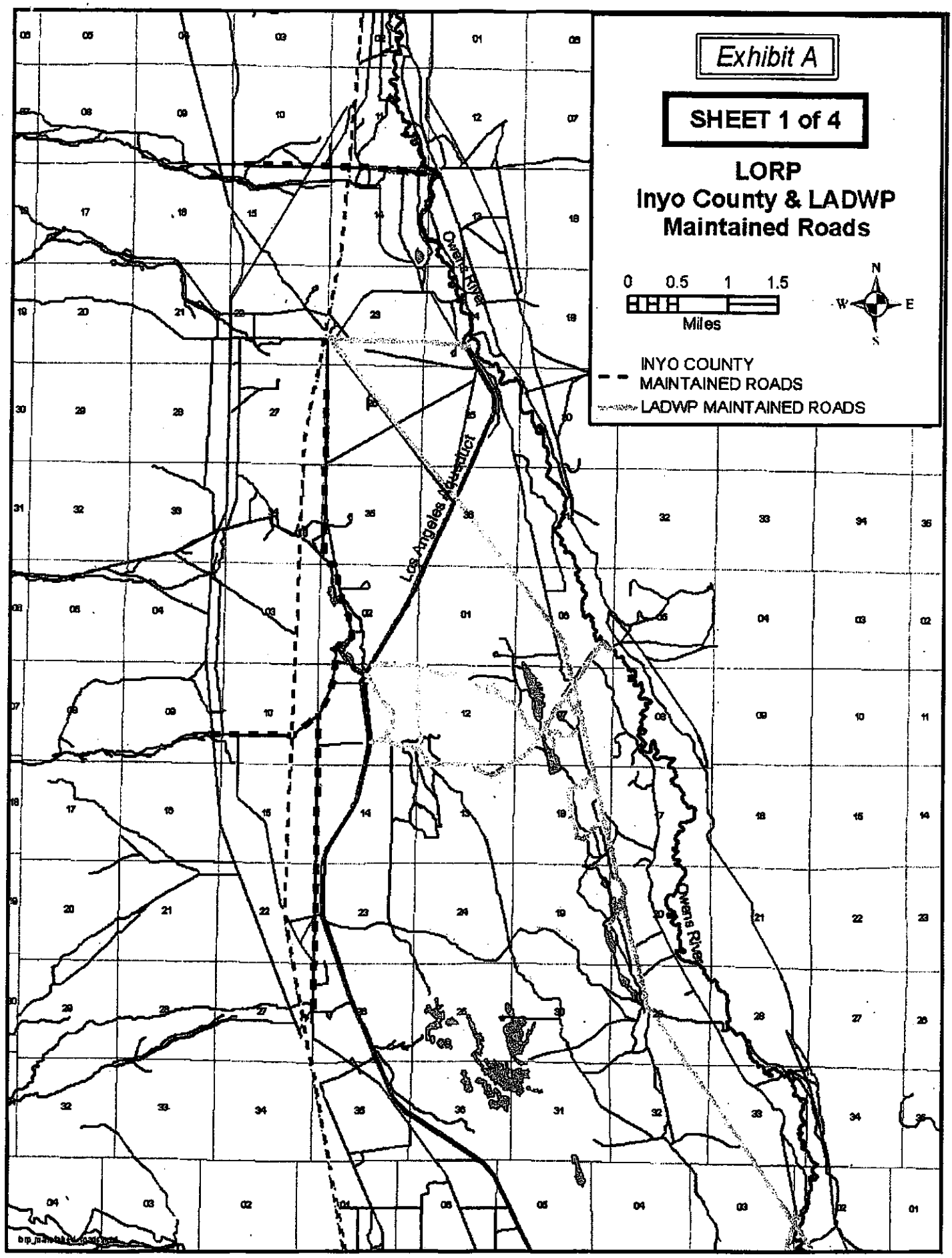


Exhibit A
SHEET 1 of 4
LORP
Inyo County & LADWP
Maintained Roads
0 0.5 1 1.5
Miles
N
W
E
S
INYO COUNTY
MAINTAINED ROADS
LADWP MAINTAINED ROADS
Owens River
Los Angeles Aqueduct
Owens River

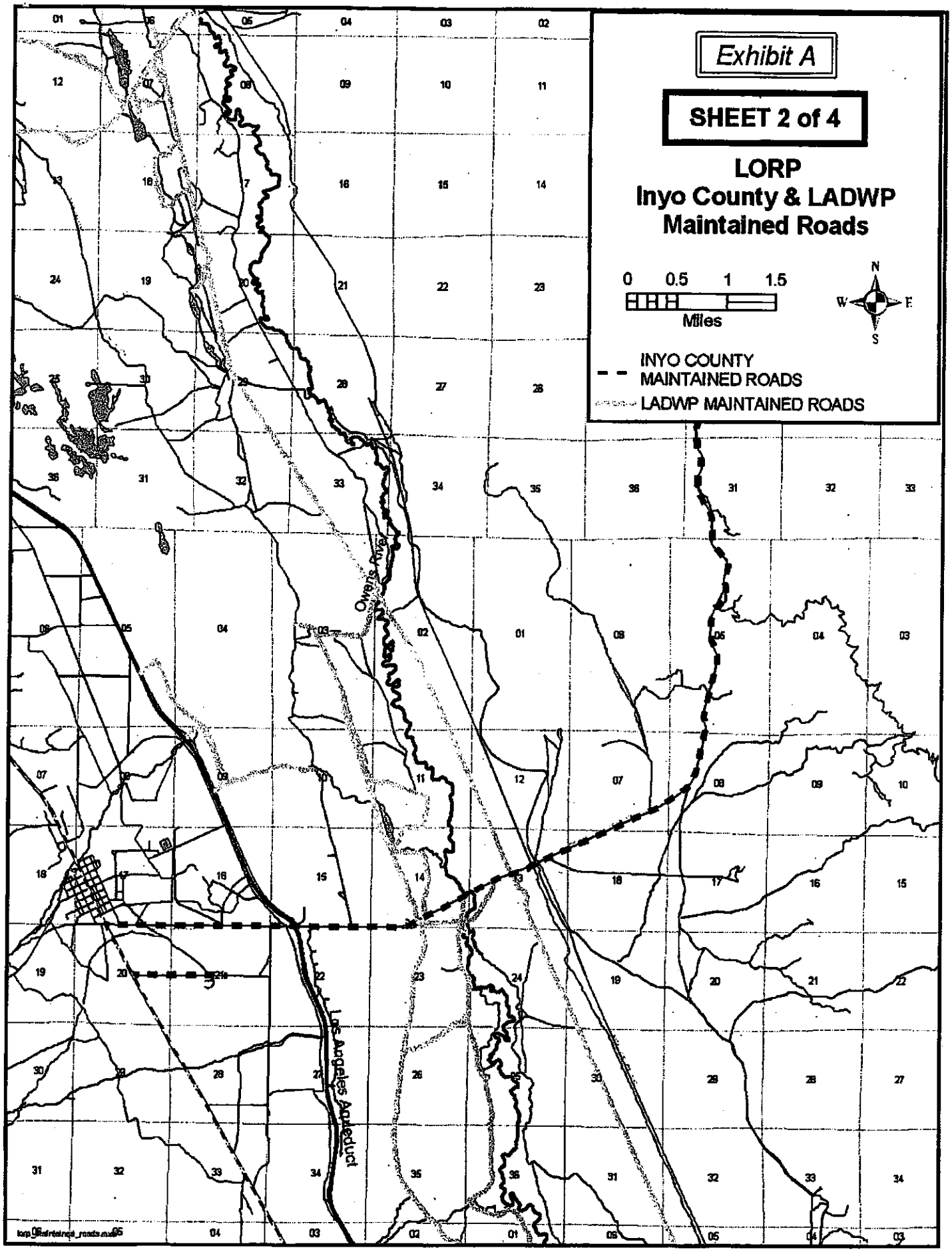


Exhibit A
SHEET 2 of 4
LORP
Inyo County & LADWP
Maintained Roads
0 0.5 1 1.5
Miles
N
W
E
S
INYO COUNTY
MAINTAINED ROADS
LADWP MAINTAINED ROADS
Owens River
Los Angeles Aqueduct

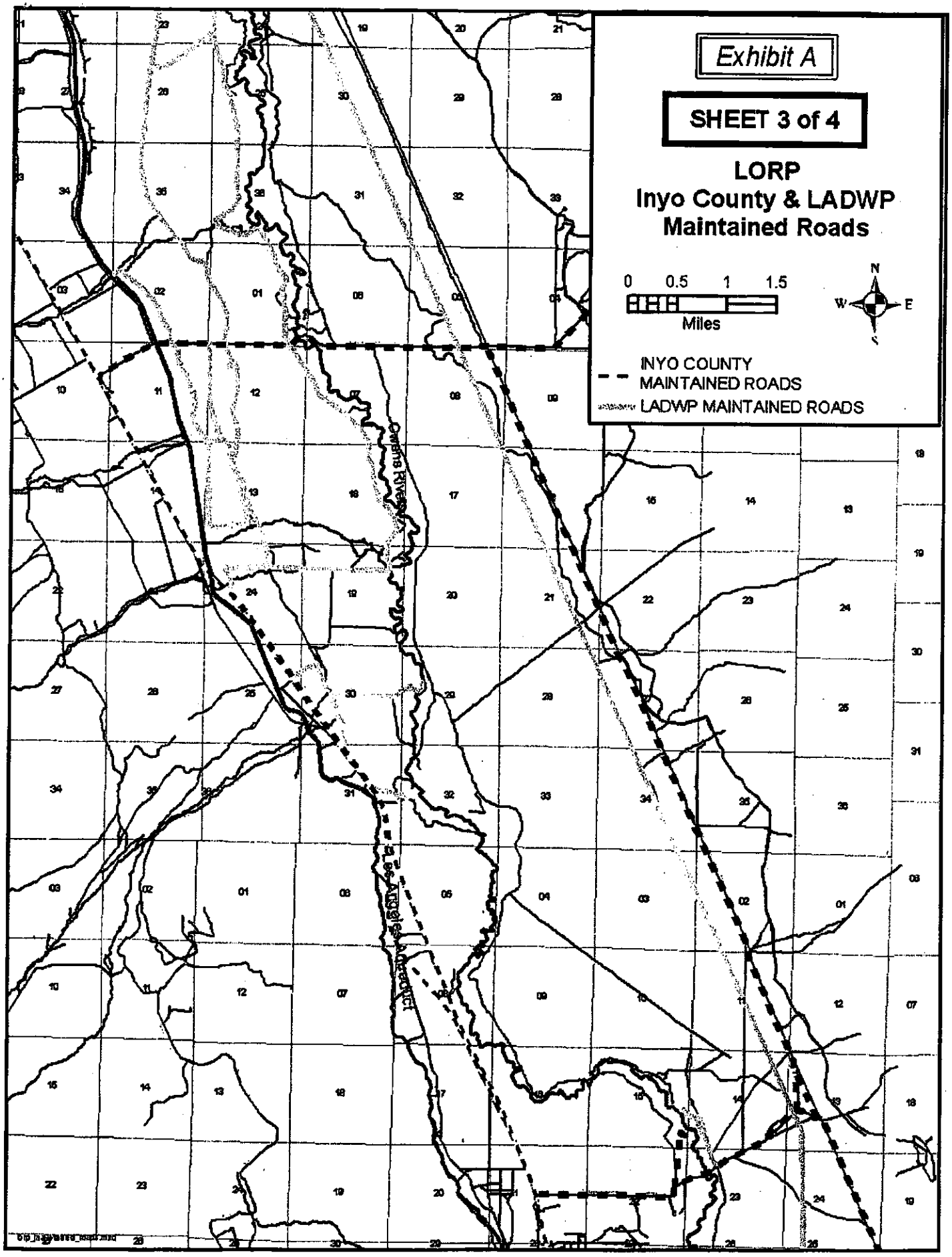


Exhibit A
SHEET 3 of 4
LORP
Inyo County & LADWP
Maintained Roads
0 0.5 1 1.5
Miles
N
W
E
S
INYO COUNTY
MAINTAINED ROADS
LADWP MAINTAINED ROADS
Owens River
LA Aqueduct

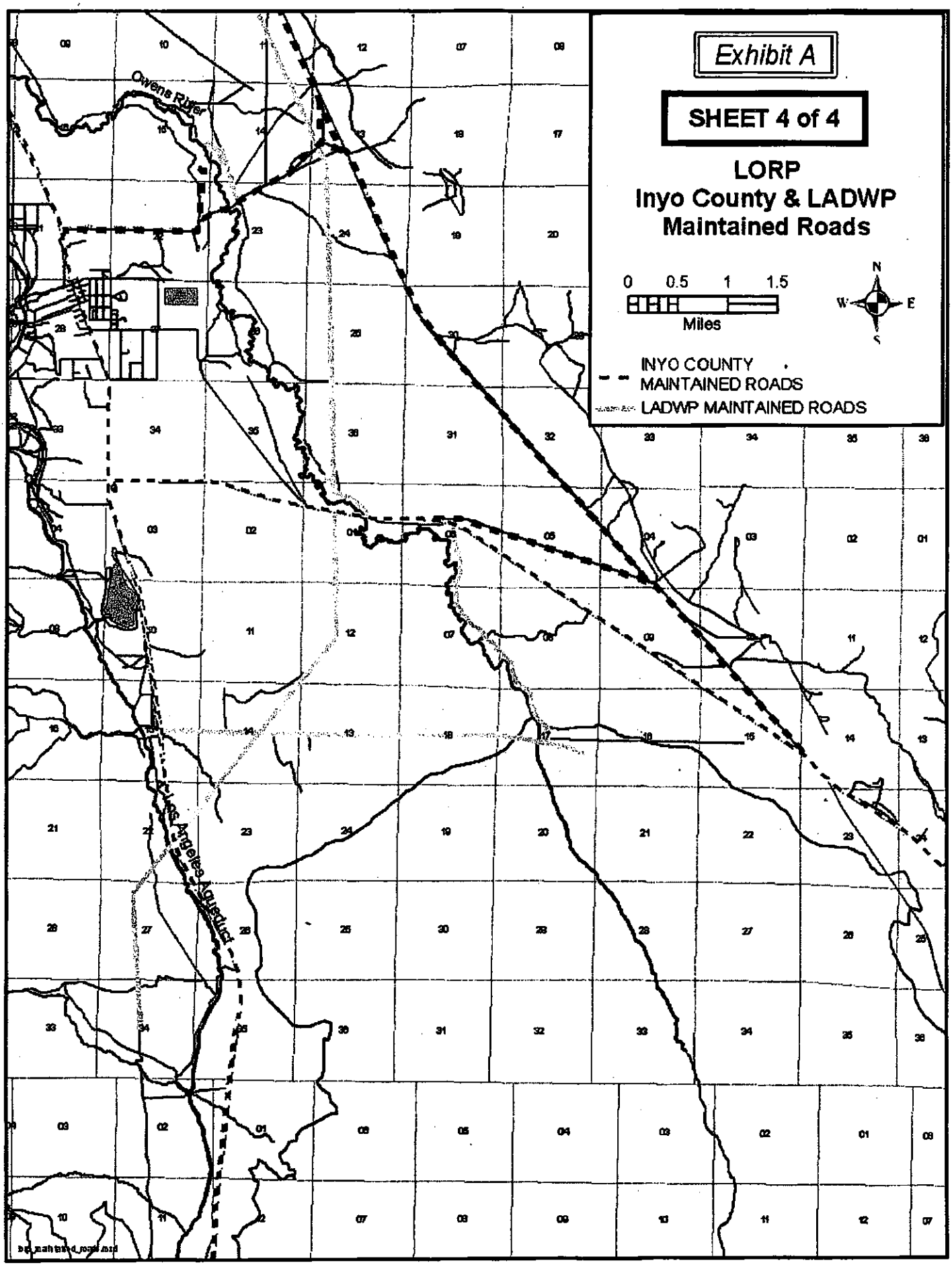


Exhibit A
SHEET 4 of 4
LORP
Inyo County & LADWP
Maintained Roads
0 0.5 1 1.5
Miles
N
W
E
S
INYO COUNTY
MAINTAINED ROADS
LADWP MAINTAINED ROADS
Owens River
Los Angeles Aqueduct

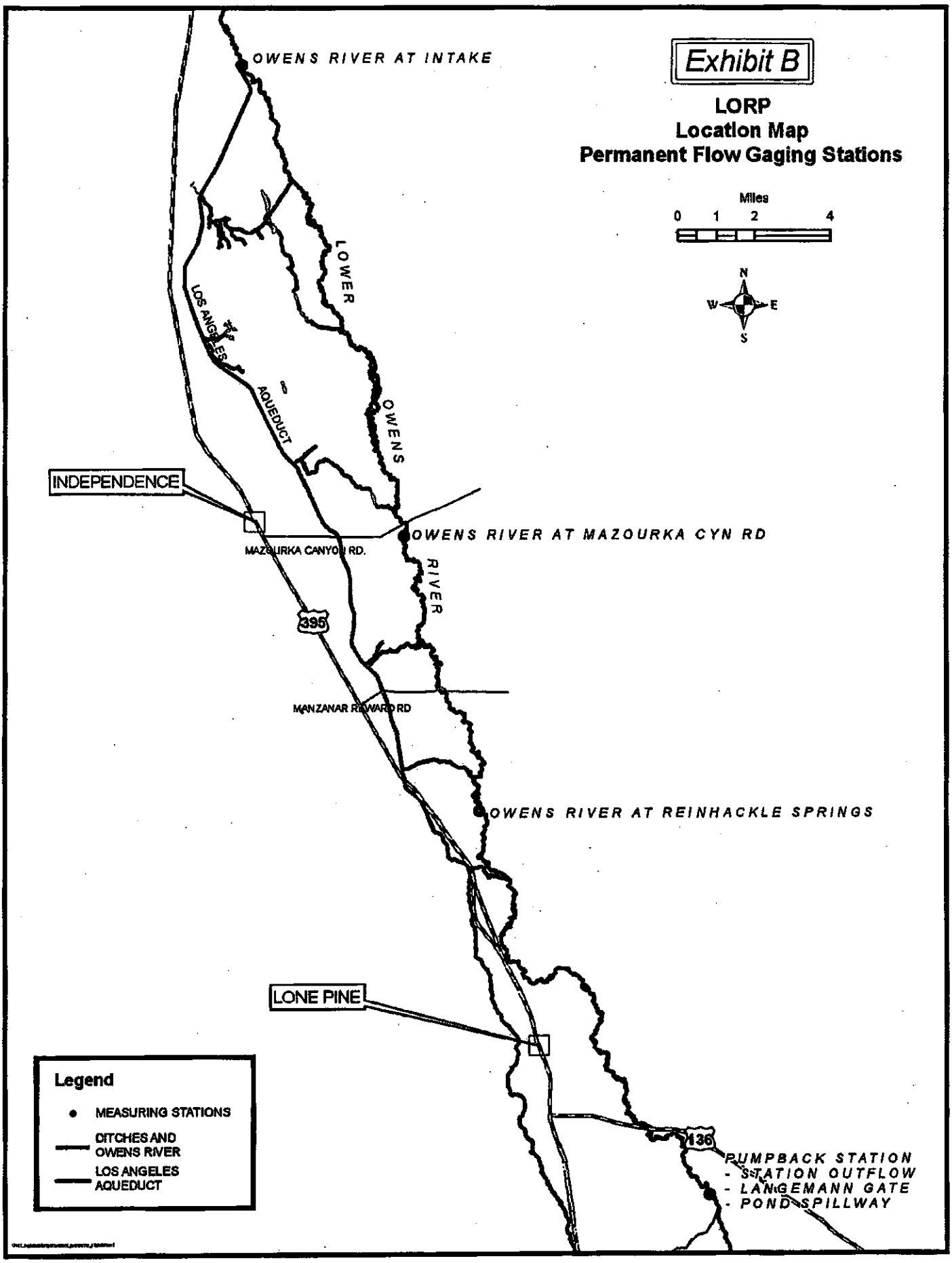


Exhibit B
LORP
Location Map
Permanent Flow Gaging Stations
Miles
0 1 2 4
N
W
E
S
OWENS RIVER AT INTAKE
LOWER
OWENS
RIVER
LOS ANGELES
AQUEDUCT
INDEPENDENCE
MAZOURKA CANYON RD.
OWENS RIVER AT MAZOURKA CYN RD
395
MANZANAR REWARD RD
OWENS RIVER AT REINHACKLE SPRINGS
LONE PINE
136
PUMPBACK STATION
- STATION OUTFLOW
- LANGEMANN GATE
- POND SPILLWAY
Legend
MEASURING STATIONS
DITCHES AND OWENS RIVER
LOS ANGELES AQUEDUCT

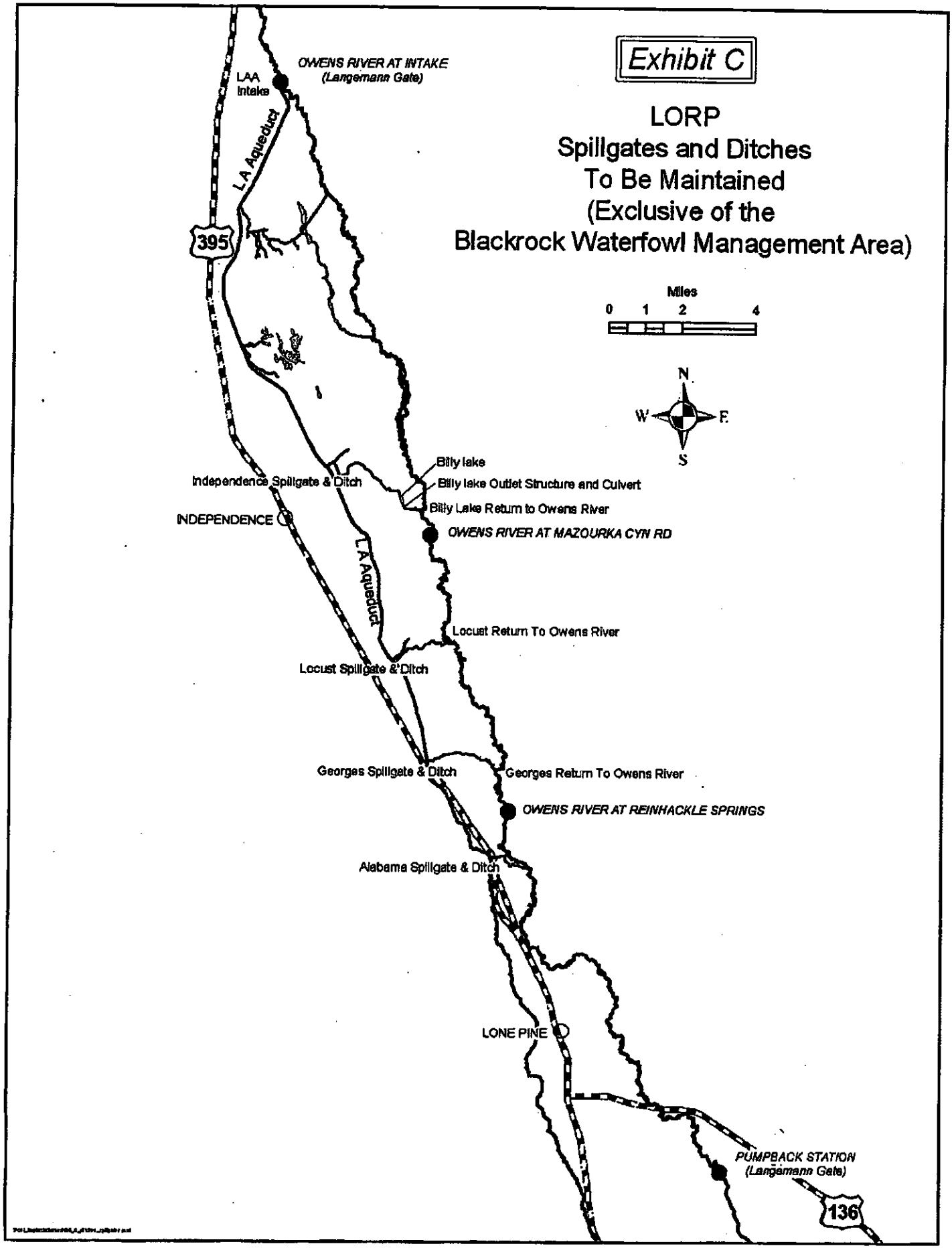


Exhibit C
LORP
Spillgates and Ditches
To Be Maintained
(Exclusive of the
Blackrock Waterfowl Management Area)
Miles
0 1 2 4
N
W
E
S
OWENS RIVER AT INTAKE
(Langemann Gate)
LAA
Intake
L.A Aqueduct
395
Billy lake
Billy lake Outlet Structure and Culvert
Billy Lake Return to Owens River
Independence Spillgate & Ditch
INDEPENDENCE
OWENS RIVER AT MAZOURKA CYN RD
L.A Aqueduct
Locust Return To Owens River
Locust Spillgate & Ditch
Georges Spillgate & Ditch
Georges Return To Owens River
OWENS RIVER AT REINHACKLE SPRINGS
Alabama Spillgate & Ditch
LONE PINE
PUMPBACK STATION
(Langemann Gate)
136

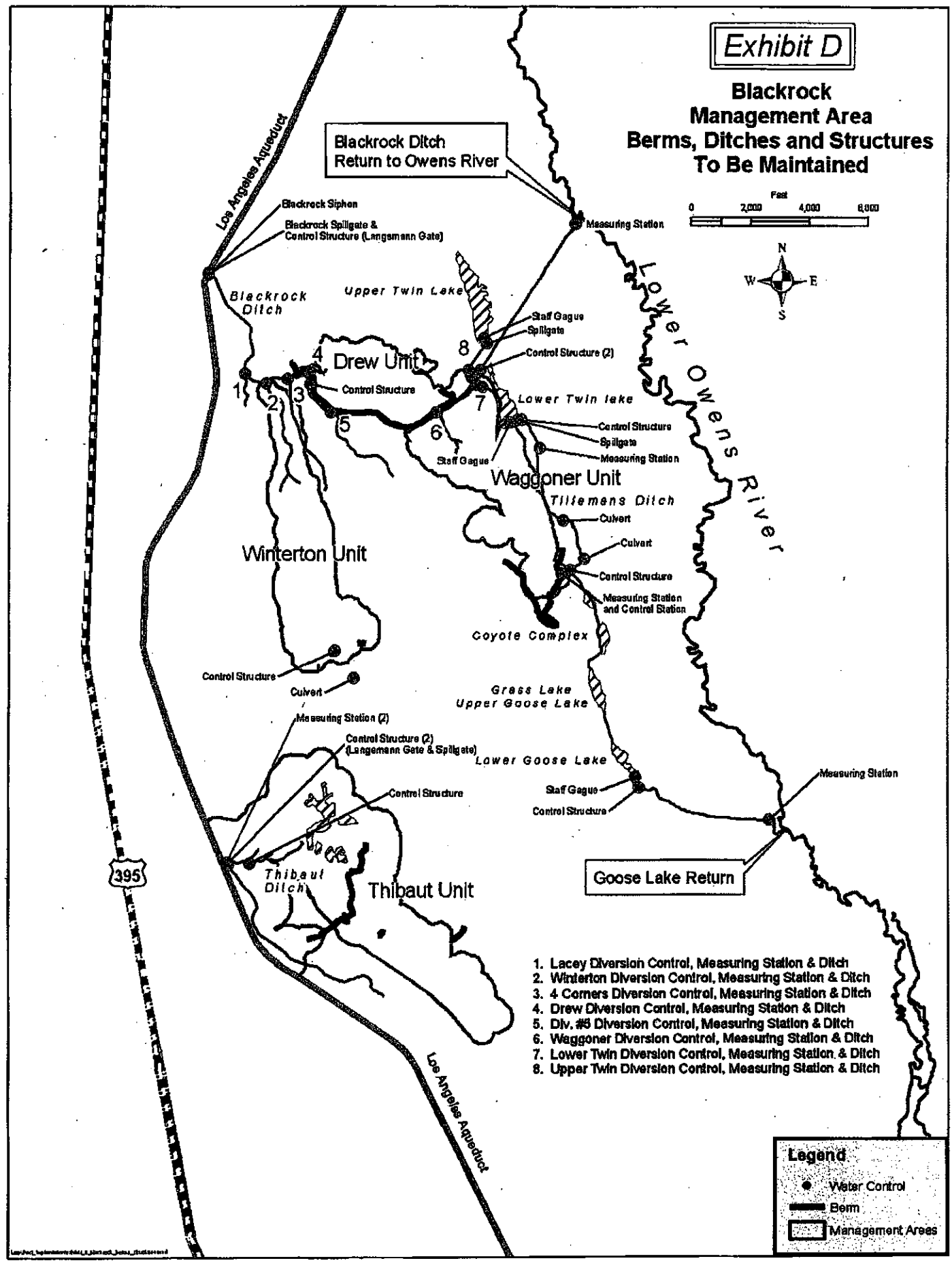


Exhibit D
Blackrock Management Area Berms, Ditches and Structures To Be Maintained
Feet
0
2,000
4,000
8,000
N
W
E
S
Blackrock Ditch Return to Owens River
Los Angeles Aqueduct
Blackrock Siphon
Blackrock Spillgate & Control Structure (Langemann Gate)
Measuring Station
Lower Owens River
Blackrock Ditch
Upper Twin Lake
Staff Gague
Spillgate
Control Structure (2)
Drew Unit
Control Structure
Lower Twin lake
Control Structure
Spillgate
Measuring Station
Staff Gague
Waggoner Unit
Tillemens Ditch
Culvert
Culvert
Control Structure
Measuring Station and Control Station
Winterton Unit
Coyote Complex
Control Structure
Culvert
Grass Lake
Upper Goose Lake
Measuring Station (2)
Control Structure (2) (Langemann Gate & Spillgate)
Lower Goose Lake
Staff Gague
Control Structure
Measuring Station
Control Structure
Thibaut Ditch
Thibaut Unit
Goose Lake Return
395
1. Lacey Diversion Control, Measuring Station & Ditch
2. Winterton Diversion Control, Measuring Station & Ditch
3. 4 Corners Diversion Control, Measuring Station & Ditch
4. Drew Diversion Control, Measuring Station & Ditch
5. Div. #5 Diversion Control, Measuring Station & Ditch
6. Waggoner Diversion Control, Measuring Station & Ditch
7. Lower Twin Diversion Control, Measuring Station & Ditch
8. Upper Twin Diversion Control, Measuring Station & Ditch
Los Angeles Aqueduct
Legend
Water Control
Berm
Management Areas

*Exhibit E*

# 2009-2010 Fiscal Year

# Lower Owens River Project

# Workplan and Budget

**FINAL**
**Prepared by Inyo County Water Department**
**and**
**Los Angeles Department of Water and Power**
**March 30, 2009**

# 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

This 2009-2010 Fiscal Year (July 1 to June 30) Lower Owens River Project Workplan was jointly prepared by staff of the Inyo County Water Department and the Los Angeles Department of Water and Power. This workplan was adopted by the Inyo County/Los Angeles Technical Group on March 30, 2008. The Technical Group recommends that the 2009-2010 Fiscal Year Lower Owens River Project Workplan be approved by the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power of Commissioners.

**Introduction**

The Final Environmental Impact Report for the Lower Owens River Project Section 2.2.1 provides that in December of each year, the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the Lower Owen River Project (LORP) describing work regarding the LORP to be performed in the following fiscal year, including implementation of adaptive management measures. Each work program will identify who will perform or oversee tasks, a schedule, and a budget. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing board for approval. Before a work plan and budget can be implemented, it must be approved by each governing board. This document is the work plan for fiscal year July 2009 – June 2010.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in case no. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1998 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this workplan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the *LORP Monitoring and Adaptive Management Plan* (ESI 2008), or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this workplan covers maintenance, monitoring, mosquito abatement, weed management, salt cedar control, and operations. Section 2 of this workplan addresses adaptive management measures. Weed management and Saltcedar control activities are tasked and funded under separate agreements and not described in this work plan.

# 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

Summary 2009- 2010 fiscal year Monitoring and Adaptive Management Budget.

| Category | Total |
|---|---|
| Hydrologic monitoring | $255,953 |
| Biologic and Water Quality | $77,989 |
| Maintenance | $239,187 |
| Mosquito Abatement | $127,000* |
| Adaptive Management | $45,304 |
| Total | $745,433 |

* includes $67,000 contingency for aerial applications

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

# 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

**Section 1. Maintenance and Monitoring Tasks**

The maintenance and monitoring portion of this work plan consists of seven categories of tasks: maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, weed management, and salt cedar control .

Maintenance. Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Estimates of the level of effort necessary for maintenance were based on the level of effort that was required during 2008 – 2009.

Hydrologic Monitoring. Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Estimates of the level of effort required for hydrologic monitoring were based on the level of effort required during 2008 – 2009, with the exception that it was assumed that the number of measuring stations in the river corridor would be reduced to four, and that the temporary flow measurement stations in the delta will be discontinued. This assumption is based on the Standing Committee taking action on the permanent monitoring stations early in the 2009-2010 fiscal year.

Currently, the flooded acreage of the BWMA is being measured by walking the perimeter of the flooded area on foot with GPS every two weeks. Based on the measured flooded area, flows have been adjusted to maintain a fixed acreage. Two problems have arisen: (1) because the flows have been adjusted constantly, no relation has been apparent between water inputs and flooded acres, and (2) walking the perimeter of the flooded area has proven prohibitively costly due to the man-hours required. Discussion on changing the method of determining the flooded extent by, developing a relationship between applied water and flooded acreage by holding the inflow rate constant and allowing the flooded area to equilibrate to an approximately fixed acreage are ongoing. Under this proposed monitoring method, the acreage will be measured on foot twice per quarter (approximately every six weeks) with intermediate assessments of flooded acreage by using remote sensing. If this monitoring is utilized, the budget for hydrologic monitoring will be reduced by $72,524.

Biological/Water Quality Monitoring. Biological and water quality monitoring is related to the tasks indicated in the Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP). Note that baseflow compliance, BWMA flooded extent, and Off-River Lakes and Ponds flooded extent are considered under Hydrologic Monitoring above. It is assumed that most monitoring will be jointly conducted by Inyo and LA and that the hours of each agency spend during 09-10, will offset one another. Range trend work will be planned, budgeted, and conducted by LADWP and is not included in this work plan. Fish condition monitoring is incorporated into the budget for water quality measurements. Ecosystem Sciences Incorporated, the MOU Consultant, will be involved with the Rapid Assessment Surveys, Baseflow Water Quality, Seasonal Habitat Flow, Seasonal Habitat Flooding Extent, Seasonal Flow Water

Quality, Avian Census', Landscape Vegetation Mapping, and the Annual Report Preparation including adaptive management recommendations.

Range Monitoring: Range monitoring is related to the tasks described in section 4.6 of the MAMP. Three types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring, utilization and range trend. Irrigated pasture condition scoring is a tool used by managers to systematically track the condition of irrigated pastures. Utilization monitoring tracks the amount of biomass removed from non-irrigated fields and Range trend tracks the long-term effect of grazing and grazing management prescriptions on the grazing resource. Additionally, annual field inspections and evaluations will be conducted. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore not budgeted in this work plan.

Mosquito Abatement. For the fiscal year 2009–2010, the Owens Valley Mosquito Abatement Program (OVMAP) plans to continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. This budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

The budgeted amount of $127,000 includes a contingency of $67,000 in the event that supplementary aerial treatments are necessary. The use of this contingency required concurrence by both the Inyo County Chief Administrative Officer and LADWP's Aqueduct Manager.

Weed Control. The Inyo/Mono Counties Agricultural Commissioner's Office receives funding from LADWP to control and eradicate several different invasive weed species both within the LORP boundaries, and in areas within the watershed that that may serve as a seed source that could impact the LORP area. These invasive weed species include: *Lepidium latifolium, Acroptilon repens, Cirsium arvense, Centaurea solstitialis, Centaurea maculosa,* and *Carderia draba*. These populations are managed using integrated pest management methods, including mechanical, chemical and biological controls. Currently, there are 98 separate sites, on LADWP lands, spread over an area of 29,755 gross acres that Agricultural Commissioner's Office manages. Of these sites, 12 are within the LORP boundaries.

Along with weed treatment activities, the Agricultural Commissioner's Office provides mapping and monitoring of these infestations from year to year. Information gathered includes net and gross acreage, species, location, and the date when the selected management activity was conducted. The Agricultural Commissioner's Office also provides outreach to the public that is specific to the weed issues threatening the LORP, through educational materials targeting recreationalists visiting the area, and responds to and interacts with the public regarding any new weed locations found within the LORP area. LORP weed control activities are funded through

agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here.

Saltcedar Control. The County Water Department's saltcedar control program will concentrate on the tributaries to the Lower Owens River channel. The purpose of working on the LORP is to reduce the likelihood of the creeks and streams spreading saltcedar throughout the Owens River re-watered channel. The current focus is to reduce the chance of infestation by treating areas in the river drainage basin. One permanent, one shared employee and six seasonal field assistants are expected to work on the control program during the treatment season (December-March). Monitoring and follow-up treatments by the Saltcedar Project Coordinator will occur during the balance of the year. LORP saltcedar control activities are funded through agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here.

**Maintenance and Monitoring Tasks Budget**

The attached spreadsheets provide the budgets for hydrologic monitoring, biologic/water quality monitoring, maintenance, and mosquito abatement. The following table summarizes the costs of the monitoring for the fiscal year July 1, 2009 through June 30, 2010 and specifies the costs incurred by Inyo County, Los Angeles and the cost of the MOU consultant.

| Category | Inyo costs | LA costs | MOU Consultant | Total Cost |
|---|---|---|---|---|
| Hydrologic monitoring | $0 | $255,953 | $0 | $255,953 |
| Biologic and Water Quality | $6,779 | $0 | $71,210 | $77,989 |
| Maintenance and Operations | $0 | $239,187 | $0 | $239,187 |
| Mosquito control | $63,500 | $63,500 | $0 | $127,000 |
| Total | $70,279 | $558,640 | $71,210 | $700,129 |

Generally, staff hours for the Inyo County and LADWP to conduct the biologic and water quality monitoring offset one another. There are 367 total people days necessary to complete the proposed biological and water quality monitoring, of which Inyo has 19 more people days allocated than LADWP. There is no offset for the Maintenance, Operations, or Hydrologic monitoring to be performed by LADWP. Additionally, LADWP has allocated 245 people days for Range Monitoring which is not a shared monitoring cost. Based on this budget, Inyo is required to compensate Los Angeles $279,786 for the differential in expenditures for Maintenance, Operations, and Hydrologic monitoring. This value is calculated by subtracting the dollars Inyo County will spend during the fiscal year from the amount spent by LADWP and dividing the difference in half and adding half of the cost of the MOU Consultant. If the alternative monitoring plan for the BWMA is approved, this cost would be reduced by $36,262 to $243,524. Inyo County's cost share of implementing the Adaptive Management Measures is an additional $22,652.

**Section 2. Adaptive Management Measures**

The Adaptive management recommendations made by the MOU consultant for inclusion in the LORP Annual Report to the Standing Committee have been copied in their entirety below. Recommendations for the Rapid Assessment Surveys, Water Quality, and Land Use are in progress at this time or will be incorporated in the upcoming field seasons monitoring efforts. The Workplan and Budget associated with the MOU consultant recommendations for the Blackrock Waterfowl Management Area are described in this section, and also above under the hydrologic monitoring section. The Workplan and Budget associated with the Delta Habitat Area follow below. Based on comments received on the River Flow recommendation from the LORP Annual Monitoring Report, Inyo County and LADWP believe that prior to the development of a workplan for that item, an MOU Group meeting must be held to discuss how to move forward.

# 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

Table of Adaptive Management Recommendations. LORP Annual Report 2008.

| Management Area | Recommendation and/or Action |
|---|---|
| Rapid Assessment Survey (RAS) | • Report Composition: Develop consistent documentation and reporting template that will enable better comparison between years of data collection.<br>• Data Organization and Management: Future RAS efforts should include a categorical data element. Annual data collection needs to be integrated in order to better analyze changes from year to year.<br>• Noxious Weeds: Perennial pepperweed was detected at four different sites and appear(s) to have spread from previous years. Locations should be verified and treated multiple times to prevent further expansion.<br>• Exotic Weeds: 2008 RAS noted dense stands of smartweed encompassing much or all of the floodplain over a roughly 10 mile section of the river. This presents an opportunity for adaptive management. Control methods including physical, biological control, and chemical control. We recommend developing a study design of one or more methods of control to be used to treat selected sections of the infestation and monitor results.<br>• Woody Recruitment: Woody recruitment appears to be occurring throughout the floodplain. Future data collection efforts should include categorical data documenting the number of new sprouts per location.<br>• Grazing Management Issues: Supplemental feeding sites within the floodplain Feeding/supplement areas are not permitted within the riparian and floodplain areas. Consultation with lessees and removal.<br>• Tamarisk: Request more information and the spatial data on the specific locations where tamarisk eradication was performed. 2008 RAS documented 700 tamarisk points, but reporting issues confounded results. Using categorical data for tamarisk results would alleviate many reporting issues. Data confusion and tabulation makes it difficult to make adaptive management recommendations concerning tamarisk.<br>• Tamarisk Seedlings: 2008 RAS seeding sites all need to be visited, verified and treated.<br>• Tamarisk Slash: large slash piles should continue to be chipped, burned and/or removed from the streambanks. Pile new slash in appropriate areas, not on streambanks, where LADWP can dispose of them.<br>• Roads: Data management and clarity of road abundance and impacts is needed.<br>• Trash: removal and proper disposal of several large appliances dumped into the floodplain.<br>• Beaver: No recommended action. |
| Water Quality | Recommend establishing a standard of 1.0 mg/l dissolved oxygen exhibiting a downward trend, as the threshold beyond which corrective action is taken. |
| River Flow | Adaptive management decisions on adjusting river flows to improve tule management and water quality should be based on careful analysis of various flow scenarios. Recommend a thorough analysis of possible flow changes using current river baseline conditions and high-resolution modeling to produce a detailed report for MOU parties on flow alternatives and scenarios. |
| Blackrock Waterfowl Management Area (BWMA | • Prepare Waggoner and Drew units for conversion. Burn non-forage, dense vegetation areas in Waggoner this winter. Temporarily fence Drew to graze off the forage rather than waste it by burning. Construct berms and two water control structures in Drew unit per plan specifications.<br>• Initiate a partial drew down of the Winterion and Thibaut units as Waggoner and Drew are flooded beginning in the spring. Additional flooding can be performed at Thibaut, if acreage is needed.<br>• Maintain the 28 acres of Thibaut ponds.<br>• Develop a relationship between inflow and wetted area so that management is based on inflow with regular on-the-ground measurements of wetted area.<br>• Manage wetted area with a continuous inflow so that natural, seasonal variations in water fluctuations will be emulated without extreme fluctuations.<br>• Identify a method that is applicable to all the BWMA units for developing regression equations that relate wetted area to inflow volume by season.<br>• During the dry phase in Thibaut, complete construction of the berm described in the project implementation plans at the southern end of the unit to confine flow and wetted perimeter. |
| Delta Habitat Area (DHA) | • Need to meet Brine Pool flow requirements of continuous minimum flow of 0.5cfs for one year.<br>• Recommend evaluating the DHA to determine what changes may have occurred to vegetation resources (acreage and composition) prior to making any adaptive management decisions or modifications to seasonal pulse flows this spring, 2009. |
| Land Use | • No data tables that displayed all data collected were available to review. Ecosystem Sciences was not able to verify the conclusions reached for landuse compliance without examination of the data set.<br>• Summarized data results reported for this year indicates that all irrigated pastures were monitored and all are in compliance.<br>• Recommend that LADWP complete their transect placement in all pastures and fields and collect and report a complete set of utilization, irrigated pastures and range trend monitoring data for the 2009.<br>• Recommend that all livestock grazing plans be reviewed and updated so they are compatible with the *LORP Monitoring, Adaptive Management and Reporting Plan*.<br>• Lessee consultations as soon as possible.<br>• Recommend that each grazing lease have its own monitoring sub-plan that includes the location of transects and utilization cages on each pasture and field.<br>• Recommend that all fences necessary to manage grazing be completed as soon as possible – well before the end of 2009. |

**Modification of flow management and flooded area measurement in the BWMA**

The 1997 MOU calls for "Approximately 500 acres of the habitat area will be flooded at any given time in a year when the runoff to the Owens River watershed is forecast to be average or above average. In years when the runoff is forecasted to be less than average, the water supply to the area will be reduced in general proportion to the forecasted runoff in the watershed." The relationship between Owens Valley runoff to flooded acreage is further described in Ecosystem Sciences August 2002 LORP Plan and Section 2.5.5 of the 2004 LORP EIR. Regulation of water delivery to maintain a set flooded acreage has proven difficult and the resulting relation between water supplied and flooded acreage has been erratic. Recognizing that the relationship between the amount of flooded acreage and water release to the habitat area is poorly known and will continue to be so, at least, until an adequate data base is developed, maintaining the required flooded acreage will be conducted according to a schedule fixing constant water delivery rates over fixed seasonal time periods. The purpose of this adaptive management measure is to develop an efficient method of monitoring and managing the Blackrock Waterfowl Management Area (BWMA), while still providing the desired benefits to wetlands and waterfowl. The adaptive management measure will be undertaken as an experiment to:

1. Determine the relationship between flooded acreage and water supplied for each BWMA unit, and to determine how that relationship changes seasonally.
2. Develop an efficient method of evaluating flooded acreage.
3. Develop a long-term protocol for managing the BWMA.

Seasonal water delivery flow rates will be set for each habitat area based on water use per acre flooded ratios developed from existing data. Using the available flooded acreage and water supplied data, an acre-foot per acre ratio of water used to acres flooded will be used to set flow rates. Flow will be set at the beginning of a season and held at that rate for the season. The length of each season is defined. At the midpoint and end of each seasonal time period the perimeter of the flooded acreage will be mapped to delineate the extent of flooding for the corresponding flow. This data will be used to establishing ratios for future seasonal flows.

The flooded acreage and flows will be based on the current runoff years forecast at the beginning of seasonal time period. Flooded acreage will be evaluated using GPS at the start/end of each season, and at each season's mid-point. Remote sensing will be investigated as a method for evaluating flooded acreage, using the GPS flooded perimeters for ground-truth and calibration. Accuracy of flow measurements will be assessed as the data accumulate.

**Delta Habitat Area Flow Assessment**

Background

Two separate management requirements exist for the Delta Habitat Area (DHA); a short-term requirement of providing a minimum flow of 0.5cfs to the Brine Pool for a full year following project implementation, and a long-term requirement of maintaining and enhancing the 2005 Delta acreage (1,160 ac). The Brine Pool requirements should be met in March 2009. Meeting the DHA habitat requirements are more problematic.

The long-term requirement of maintaining and enhancing the DHA requires further investigation. The only project objective that has been met is that an average annual flow of 6 to 9cfs passed the pumpback station to the DHA. In fact, data from the period of July 12th, 2007 to September 30th, 2008 indicates that an average annual flow of 11.6cfs flowed to the DHA. These data include the seasonal habitat flows and some additional high flows resulting from precipitation (natural variation) and pump station calibration and testing (which allowed river flows to bypass the station and flow into the DHA). If habitat flows are not included, the average annual flow passing the pumpback station to the DHA was 8.8 cfs.

LADWP's dust control project also affects the DHA. The dust control project brackets, or confines the DHA on both the east and west sides and, likely has raised shallow groundwater conditions which is effecting DHA water spreading and potentially infiltration rates. The prolonged effects of the seasonal habitat flows coupled with the above mentioned effects all have had an accumulated impact on the DHA.

The management of the DHA centers on providing the area an annual base flow of 6 to 9cfs, and supplementing that flow with four seasonal pulse flows designed to enhance habitat for waterfowl and encourage wetland development. Four pulse flows are scheduled to be implemented once the Brine Pool requirement is met in March 2009.

The important questions that require investigation relate to how the DHA has responded to a changed surrounding landscape (the dust control project) and a changed water regime since baseline conditions were measured. Dust control structures, levees and roads on the east and west side of the DHA have converted the area from an open ecosystem to a confined or closed ecosystem. Prior to this confinement, the DHA channels could naturally shift from time to time as vegetation developed and forced lateral movements thereby creating dynamic conditions for the enhancement of wetland areas and habitat.

During the seasonal habitat flow water broke out of the west channel at the upper end of the delta and flowed west along a dust control levee/cell and gravel area. Water coursed through a remnant channel to the west of the DHA. Prior to the seasonal habitat flow this remnant channel was dry. Rather than allow water to flow to the historic end point of the remnant channel it was diverted by a dust control project levee/road and flowed into a dust control cell. This water may have created additional wetland habitat had it been allowed to follow its historic course. It appears that this water did not enhance the DHA wetland or contribute to its maintenance, and may have had a deleterious effect on dust control measures.

Initial examination of remote imagery from the years 2000, 2005 and 2008 indicate that vegetation conditions in the DHA have changed. The amount of acreage (extent) and composition (species assemblage) change is not well quantified at this time. Yet, given the new physical conditions which will influence how water is transported through, beneath and around the DHA, and because the DHA's vegetation has changed since the initial planning and collection of baseline data, the use of the four pulse flows to enhance and maintain the wetlands need to be reevaluated; especially since there is some evidence that the wetlands are tending toward less diversity and more mono-culture.

# 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

Planned Work

The Lower Owens River Project Monitoring, Adaptive Management, and Reporting Plan (Table 4.01) describes monitoring efforts to determine wetland habitat development and vegetation mapping be conducted in year 3 of the project. Due to concerns described above it has been proposed to accelerate that monitoring by one year conducting it during the 2009-2010 fiscal year. Ecosystem Sciences will evaluate the DHA to determine what changes may have occurred to vegetation resources (acreage and composition) in winter/spring 2009. LADWP acquired a September 2008 Quickbird Satellite Image of the DHA that allows for in-depth study of the vegetation resources of the area. Current and past satellite imagery coupled with ground-truthing of vegetation, flow data, shallow groundwater, and comparisons to baseline conditions will provide insight to DHA changes and allow for adaptive management decisions related to modification of seasonal pulse flows as necessary.

The following tasks will be conducted to evaluate DHA conditions and develop recommendations for the DHA:

1. Evaluation of land cover change. This task will use remote sensing, vegetation transects, and channel cross-section surveys to evaluate change from pre-LORP conditions.
2. Evaluation of hydrologic changes in the DHA. This task will use groundwater data and flow data to evaluate hydrologic changes in the DHA from pre-LORP and pre-dust abatement hydrologic conditions.
3. Evaluation of linkage between hydrologic changes and vegetation changes. The results of tasks 1 and 2 will be assessed to determine the effects of hydrologic changes on vegetation cover.
4. Recommendations for DHA management. Based on the linkages identified in task 3, the consultant will develop recommendations will be made aimed at managing DHA flows to better achieve the DHA goals of maintaining and enhancing delta habitats.

Deliverables

Ecosystem Sciences will produce a report that evaluates the following questions in relation to the DHA and the appropriate flows to maintain the required habitat conditions:

How has vegetation cover and composition changed since the LORP began?
How has the LORP changed the hydrology of the DHA?
How have dust control measures changed the hydrology of the DHA?
What is the relation between hydrologic change and land cover change in the DHA?

The report will also include adaptive management recommendations aimed at better achieving the LORP goals for the DHA.

Schedule

Work will be performed in the winter and early spring of 2009.

# 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

## 2009 – 2010 Fiscal Year Adaptive Management Measures Workplan Budget

| | Organization/Class | Days | Daily rate | Equipment rate | Total | LA Costs | ESI Costs |
|---|---|---|---|---|---|---|---|
| Adaptive Management measures | | | | | | | |
| Delta Habitat Area Assessment | LADWP Survey | 20 | 477 | 45 | $10,440.00 | $10,440.00 | |
| | ESI Principal | 20 | 1032 | | $20,640.00 | | |
| | ESI Senior | 15 | 680 | | $10,200.00 | | |
| | ESI Admin | 2 | 512 | | $1,024.00 | | |
| | ESI Expenses | | | | $3,000.00 | | $34,864.00 |
| Adaptive Management Total | | | | | $45,304.00 | | |

# Ecosystem Sciences Tasks

| Ecosystem Sciences Inc. | | Field Time (days) | Analysis and Reporting (days) | Daily rate | Expenses | |
|---|---|---|---|---|---|---|
| **River** | | | | | | |
| Rapid Assessment Survey | | | | | | |
| | Principle | | 1 | 1032 | | $1,032.00 |
| | Associate | 10 | 5 | 680 | 150 | $11,700.00 |
| Base Flow Water Quality | | | | | | |
| | Principle | | | 1032 | 150 | |
| | Associate | 0 | 1 | 680 | 150 | $680.00 |
| Seasonal Habitat Flow | | | | | | |
| | Principle | 6 | 2 | 1032 | 150 | $9,156.00 |
| | Associate | | | 680 | 150 | |
| Indicator Species Habitat | | | | | | |
| | Principle | | | 1032 | 150 | |
| | Associate | 1 | 2 | 680 | 150 | $2,190.00 |
| Habitat Flow Flooding extent | | | | | | |
| | Principle | 3 | 3 | 1032 | 150 | $6,642.00 |
| | Associate | 3 | 2 | 680 | 150 | $3,850.00 |
| Habitat Flow Water Quality | | | | | | |
| | Principle | | 1 | 1032 | 150 | $1,032.00 |
| | Associate | | | 680 | 150 | |
| Landscape Veg Mapping | | | | | | |
| | Principle | | 5 | 1032 | 150 | $5,160.00 |
| | Associate | 5 | | 680 | 150 | $4,150.00 |
| Subtotal | | | | | | $45,592.00 |
| **Blackrock** | | | | | | |
| Indicator Species Habitat | | | | | | |
| | Principle | | | 1032 | 150 | |
| | Associate | 1 | 2 | 680 | 150 | $2,190.00 |
| Landscape Veg Mapping | | | | | | |
| | Principle | | 2 | 1032 | 150 | $2,064.00 |
| | Associate | 2 | | 680 | 150 | $1,660.00 |
| Subtotal | | | | | | $5,914.00 |
| **Delta** | | | | | | |
| Indicator Species Habitat | | | | | | |
| | Principle | | | 1032 | 150 | |
| | Associate | 1 | 1 | 680 | 150 | $1,510.00 |
| Landscape Vegetation Mapping | | | | | | |
| | Principle | | 1 | 1032 | 150 | $1,032.00 |
| | Associate | 1 | | 680 | 150 | $830.00 |
| Subtotal | | | | | | $3,372.00 |
| **Off-River Lakes and Ponds** | | | | | | |
| Landscape Vegetation Mapping | | | | | | |
| | Principle | | 1 | 1032 | 150 | $1,032.00 |
| | Associate | 1 | | 680 | 150 | $830.00 |
| Subtotal | | | | | | $1,862.00 |
| **Annual Report Preparation** | | | | | | |
| Annual Report | | | | | | |
| | Principle | | 10 | 1032 | 150 | $10,320.00 |
| | Associate | 5 | | 680 | 150 | $4,150.00 |
| Subtotal | | | | | | $14,470.00 |
| | | | | | Total | $71,210.00 |

Expenses are per diem and milage*

# Biologic and Water Quality Monitoring

| Biologic and Water Quality | Organization/Class | Days | Inyo Days | LA Days |
|---|---|---|---|---|
| River | | | | |
| Rapid Assessment Survey | LA/WRS-B | 9 | | |
| | LA/WRS-C | 18 | | |
| | IC/RESASST | 18 | | |
| | IC/LORP | 9 | 27 | 27 |
| Base Flow Water Quality | IC/HYDROL | 15 | 15 | 0 |
| Seasonal Habitat Flow | LA/WRS-B | 10 | 10 | 15 |
| | LA/WRS-C | 5 | | |
| | IC/HYDROL | 10 | | |
| Indicator Species Habitat | LA/WRS-B | 4 | 4 | 4 |
| | IC/VEGSCI | 4 | | |
| Habitat Flow Flooding extent | LA/WRS-B | 10 | 10 | 15 |
| | LA/WRS-C | 5 | | |
| | IC/GIS | 10 | | |
| Habitat Flow Water Quality | IC/HYDROL | 15 | 15 | 0 |
| Landscape Veg Mapping | IC/VEGSCI | 12 | 24 | 24 |
| | IC/GIS | 12 | | |
| | LA/WRS-B | 12 | | |
| | LA/GIS | 12 | | |
| Avian Census | LA/WRS-B | 18 | 18 | 18 |
| | IC/GIS | 18 | | |
| Analysis and Reporting | LA/WRS-B | 9 | 9 | 9 |
| | IC/LORP | 5 | | |
| | IC/GIS | 4 | | |
| Total Days | | | 132 | 112 |
| Blackrock | | | | |
| Rapid Assessment Survey | LA/WRS-B | 1 | 3 | 3 |
| | LA/WRS-C | 2 | | |
| | IC/RESASST | 3 | | |
| Indicator Species Habitat | LA/WRS-B | 4 | 4 | 4 |
| | IC/VEGSCI | 4 | | |
| Landscape Veg Mapping | IC/VEGSCI | 4 | 8 | 8 |
| | IC/GIS | 4 | | |
| | LA/WRS-B | 4 | | |
| | LA/GIS | 4 | | |
| Avian Census | LA/WRS-B | 18 | 18 | 18 |
| | IC/GIS | 18 | | |
| Data Analysis and Reporting | LA/WRS-B | 4 | 4 | 4 |
| | LA/WRS-C | 2 | | |
| | IC/LORP | 2 | | |
| Total Days | | | 35 | 35 |
| Delta | | | | |
| Rapid Assessment Survey | LA/WRS-B | 1 | 1 | 1 |
| | IC/RESASST | 1 | | |
| Indicator Species Habitat | LA/WRS-B | 1 | 1 | 1 |
| | IC/VEGSCI | 1 | | |
| Landscape Vegetation Mapping | IC/VEGSCI | 3 | 6 | 6 |
| | IC/GIS | 3 | | |
| | LA/WRS-B | 3 | | |
| | LA/GIS | 3 | | |
| Avian Census | LA/WRS-B | 7 | 7 | 7 |
| | IC/GIS | 7 | | |
| Analysis and Reporting | LA/WRS-B | 2 | 1 | 2 |
| | IC/LORP | 1 | | |
| Total Days | | | 16 | 17 |
| Off-River Lakes and Ponds | | | | |
| Rapid Assessment Survey | LA/WRS-B | 2 | 2 | 2 |
| | IC/RESASST | 2 | | |
| Landscape Vegetation Mapping | IC/VEGSCI | 4 | 8 | 8 |
| | IC/GIS | 4 | | |
| | LA/WRS-B | 4 | | |
| | LA/GIS | 4 | | |
| Analysis and Reporting | LA/WRS-B | 1 | 1 | 1 |
| | IC/LORP | 1 | | |
| Total Days | | | 11 | 11 |
| Annual Report Preparation | | | | |
| Report preparation | LA/WRS-B | 10 | 10 | 10 |
| | IC/LORP | 10 | | |
| Total Days | | | 10 | 10 |
| | | | 193 | 174 |

| Excess IC hours | Daily Rate | Equip Rate | IC Expense |
|---|---|---|---|
| 19 | $332.64 | 24.15 | $6,779.01 |

## Hydrologic Monitoring

| Hydrologic Monitoring | 2009-2010 Predicted Person days | Predicted Labor Cost from July 1, 2009 through June 30, 2010 | Predicted Equipment Cost July 1, 2009 through June 30, | Total Predicted Cost July 1, 2009 through June 30, 2010 |
|---|---|---|---|---|
| **RIVER** | | | | |
| **Base Flow Compliance Monitoring** | | | | |
| *Hydrographer "B"* | 65 | $20,536.63 | $2,587.20 | $23,124.03 |
| *Hydrographer "A"* | 2 | $754.38 | $90.51 | $844.89 |
| *Senior Hydrographer* | 22 | $8,177.84 | $897.60 | $9,075.44 |
| **Seasonal Habitat Flow Monitoring** | | | | |
| *Hydrographer "B"* | 20 | $8,191.53 | $780.00 | $8,971.53 |
| *Hydrographer "A"* | 4 | $1,333.49 | $160.00 | $1,493.49 |
| *Senior Hydrographer* | 9 | $3,097.67 | $340.00 | $3,437.67 |
| **Data analysis** | | | | |
| *Hydrographer "B"* | 10 | $3,238.65 | $0.00 | $3,238.65 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 42 | $15,399.82 | $0.00 | $15,399.82 |
| **Reporting** | | | | |
| *Hydrographer "B"* | 0 | $0.00 | $0.00 | $0.00 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 19 | $6,814.66 | $0.00 | $6,814.66 |
| *CE Associate 1* | 51 | $17,911.98 | $0.00 | $17,911.98 |
| *CE Associate 3* | 16 | $6,599.34 | $0.00 | $6,599.34 |
| **BLACK ROCK WATERFOWL AREA** | | | | |
| **Flooded Habitat Monitoring** | | | | |
| *Hydrographer "B"* | 122 | $38,646.00 | $4,869.00 | $43,515.00 |
| *Hydrographer "A"* | 19 | $6,334.10 | $760.00 | $7,094.10 |
| *Senior Hydrographer* | 21 | $7,653.06 | $840.00 | $8,493.06 |
| *Maintenance and Construction Helper* | 146 | $39,887.00 | $0.00 | $39,887.00 |
| **Data analysis** | | | | |
| *Hydrographer "B"* | 0 | $0.00 | $0.00 | $0.00 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 31 | $11,245.31 | $0.00 | $11,245.31 |
| *CE Associate 3* | 12 | $6,434.76 | $0.00 | $6,434.76 |
| *Senior Draftsman* | 19 | $6,929.76 | $0.00 | $6,929.76 |
| *GIS Analyst* | 20 | $7,708.80 | $0.00 | $7,708.80 |
| **Reporting** | | | | |
| *Hydrographer "B"* | 0 | $0.00 | $0.00 | $0.00 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 17 | $6,247.39 | $0.00 | $6,247.39 |
| *CE Associate 1* | 20 | $7,024.39 | $0.00 | $7,024.39 |
| *CE Associate 3* | 7 | $3,170.27 | $0.00 | $3,170.27 |
| *GIS Analyst* | 5 | $1,927.20 | $0.00 | $1,927.20 |
| **OFF RIVER LAKES AND PONDS** | | | | |
| **Lake Level Monitoring** | | | | |
| *Hydrographer "B"* | 9 | $2,721.56 | $342.85 | $3,064.41 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 4 | $1,457.72 | $160.00 | $1,617.72 |
| **Data analysis** | | | | |
| *Hydrographer "B"* | 0 | $0.00 | $0.00 | $0.00 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 7 | $2,498.96 | $0.00 | $2,498.96 |
| **Reporting** | | | | |
| *Hydrographer "B"* | 0 | $0.00 | $0.00 | $0.00 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 6 | $1,874.22 | $0.00 | $1,874.22 |
| *CE Associate 1* | 5 | $1,756.06 | $0.00 | $1,756.06 |
| *CE Associate 3* | 3 | $1,552.79 | $0.00 | $1,552.79 |
| **DELTA** | | | | |
| **Flow Monitoring** | | | | |
| *Hydrographer "B"* | 0 | $0.00 | $0.00 | $0.00 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 0 | $0.00 | $0.00 | $0.00 |
| **Data analysis** | | | | |
| *Hydrographer "B"* | 0 | $0.00 | $0.00 | $0.00 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 0 | $0.00 | $0.00 | $0.00 |
| **Reporting** | | | | |
| *Hydrographer "B"* | 0 | $0.00 | $0.00 | $0.00 |
| *Hydrographer "A"* | 0 | $0.00 | $0.00 | $0.00 |
| *Senior Hydrographer* | 0 | $0.00 | $0.00 | $0.00 |
| *CE Associate 1* | 0 | $0.00 | $0.00 | $0.00 |
| *CE Associate 3* | 0 | $0.00 | $0.00 | $0.00 |
| | | | TOTAL = | $255,953.00 |

| Adaptive Management | | | | | | | |
|---|---|---|---|---|---|---|---|
| Adaptive Management measures | Organization/Clas | Days | Daily rate | Equipment rate | Total | LA Costs | ESI Costs |
| | | | | | | | |
| Delta Habitat Area Assessment | LADWP Survey | 20 | 477 | 45 | $10,440.00 | $10,440.00 | |
| | ESI Principle | 20 | 1032 | | $20,640.00 | | |
| | ESI Senior | 15 | 680 | | $10,200.00 | | |
| | ESI Admin | 2 | 512 | | $1,024.00 | | |
| | ESI Expenses | | | | $3,000.00 | | $34,864.00 |
| Task Subtotal | | | | | $45,304.00 | | |

## Operations and Maintenance

| | Labor type | Hours | Labor Rate | Total Labo | Equipment Type | Hours | Rate | Total Equipment |
|---|---|---|---|---|---|---|---|---|
| River | | | | | | | | |
| Measuring Stations Maintenance (4 Stations) | Power Shovel Operator | | 153.12 | 11417.8 | Mower | 283.2 | 78.78 | 4196.24 |
| | Truck Driver/MCH | | | | 3 axel dump trucks | | | |
| | Operator | | | | Gradall | | | |
| | Building Repair Man | | | | Backhoe and trailer | | | |
| | | | | | 3/4 ton 4x4 pick- up | | | |
| Spillgates and Ditches | | | | | | | | |
| Intake Spillgate Maintenance (3 days per year) | | | | | | | | |
| | Building Repair Man | 27 | 37.53 | 1013.31 | 3/4 ton 4x4 pick- up | 27 | 5.77 | 155.79 |
| | 2 - Truck Driver/MCH | 54 | 33.14 | 1789.56 | 3/4 ton 4x4 pick- up | 27 | 5.77 | 155.79 |
| Intake | | | | | | | | |
| Mowing (3 days per year) | Operator | 27 | 40.74 | 1099.98 | Mower | 225 | 10.71 | 2409.75 |
| | 1 - Truck Driver/MCH | 36 | 33.14 | 1193.04 | 1 - 3 axel dump trucks | 72 | 15.38 | 1107.36 |
| Cleaning (3 days per year) | Power Shovel Operator | 27 | 43.29 | 1168.83 | Gradall | 27 | 25.64 | 692.28 |
| | 2 - Truck Driver/MCH | 54 | 33.14 | 1789.56 | 2 - 3 axel dump trucks | 72 | 15.38 | 1107.36 |
| Blackrock Ditch | | | | | | | | |
| Mowing (225 days per year) | Operator | 225 | 40.74 | 9166.5 | Mower | 225 | 10.71 | 2409.75 |
| | 2 - Truck Driver/MCH | 450 | 33.14 | 14913 | 2 - 3 axel dump trucks | 450 | 15.38 | 6921 |
| Cleaning (10 days per year) | Power Shovel Operator | 90 | 43.29 | 3898.1 | Gradall | 90 | 25.64 | 2307.6 |
| | 2 - Truck Driver/MCH | 270 | 33.14 | 8947.8 | 2 - 3 axel dump trucks | 270 | 15.38 | 4152.6 |
| Goose Lake to River Ditch | | | | | | | | |
| Cleaning (5 days per year) | Operator | 45 | 40.74 | 1833.3 | Backhoe and trailer | 45 | 14.68 | 658.7 |
| | 1 - Truck Driver/MCH | 45 | 33.14 | 1491.3 | 1 - 3 axel dump trucks | 45 | 15.38 | 692.1 |
| Tributary Spillgate and Ditch | | | | | | | | |
| Cleaning (4 days per year) | Power Shovel Operator | 36 | 43.29 | 1558.44 | Gradall | 36 | 25.64 | 923.04 |
| | 2 - Truck Driver/MCH | 72 | 33.14 | 2385.08 | 2 - 3 axel dump trucks | 72 | 15.38 | 1107.36 |
| Independence Spillgate and Ditch | | | | | | | | |
| Cleaning (4 days per year) | Operator | 135 | 40.74 | 5499.9 | Backhoe and trailer | 135 | 14.68 | 1976.1 |
| | 2 - Truck Driver/MCH | 270 | 33.14 | 8947.8 | 2 - 3 axel dump trucks | 270 | 15.38 | 4152.6 |
| Locust Spillgate and Ditch | | | | | | | | |
| Cleaning (5 days per year) | Power Shovel Operator | 45 | 43.29 | 1948.05 | Gradall | 45 | 25.64 | 1153.8 |
| | Operator | 45 | 40.74 | 1833.3 | Backhoe and trailer | 45 | 14.68 | 658.7 |
| | 1 - Truck Driver/MCH | 45 | 33.14 | 1491.3 | 1 - 3 axel dump trucks | 45 | 15.38 | 692.1 |
| Dean, Russell, Georgea and Stevens | | | | | | | | |
| Cleaning (20 days per year) | Operator | 180 | 40.74 | 7333.2 | Backhoe and trailer | 180 | 14.68 | 2638.8 |
| | 1 - Truck Driver/MCH | 45 | 33.14 | 1491.3 | 1 - 3 axel dump trucks | 45 | 15.38 | 692.1 |
| Alabama Spillgate | | | | | | | | |
| Cleaning (6 days per year) | Power Shovel Operator | 54 | 43.29 | 2337.66 | Gradall | 54 | 25.64 | 1384.56 |
| | 3 - Truck Driver/MCH | 162 | 33.14 | 5368.68 | 3 - 3 axel dump trucks | 162 | 15.38 | 2491.56 |
| Delta Spillgate Maintenance (3 days per year) | | | | | | | | |
| | Building Repair Man | 27 | 37.53 | 1013.31 | 3/4 ton 4x4 pick- up | 27 | 5.77 | 155.79 |
| | 2 - Truck Driver/MCH | 54 | 33.14 | 1789.56 | 3/4 ton 4x4 pick- up | 27 | 5.77 | 155.79 |
| LORP Operations | | | | | | | | |
| Patrol and Flow Changes (250 days per year) | Aqueduct and Reservoir K | 2080 | 33.14 | 68931.2 | 3/4 ton 4x4 pick- up | 2080 | 5.77 | 12001.6 |
| Maintenance | | | | | | | | |
| Fence (90 days per year) | Building Repair Man | 90 | 37.53 | 3377.7 | 3/4 ton 4x4 pick- up | 90 | 5.77 | 519.3 |
| | 2 - Truck Driver/MCH | 180 | 33.14 | 5965.2 | 3/4 ton 4x4 pick- up | 90 | 5.77 | 519.3 |
| | | | | $180,993 | | | | $38,194 |
| Total | $219,187 | | | | | | | |

| Range Monitoring | |
|---|---|
| Task | People Days |
| Utilization | 40 |
| Irrigated Pasture Condition | 5 |
| Range Trend | 160 |
| Annual Field Inspections (see 2-59 of EIR) | 20 |
| Field Evaluations (see 2-59 of EIR) | 5 |
| Analysis and Reporting | 15 |
| Total | 245 |

Draft AGENDA

# INYO COUNTY/LOS ANGELES STANDING COMMITTEE

11:00 a.m.
February 8, 2013

Independence, California

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

1) **Action Item:** Approval of documentation of actions from November 8, 2012 meeting and modification to item #3.

2) Runoff and operations update

3) Report on status of Technical Group evaluation of enhancement/mitigation projects

4) Report on status of Lower Owens River Project Recreational Use Plan

5) Report on Technical Group approval of Lower Owens River Project Annual Report

6) **Action Item:** Resolution of issue Regarding LORP Work Plan and Budget

7) Public Comment

8) Confirm schedule for future Standing Committee meetings

9) Adjourn

DRAFT

**Standing Committee meeting protocols (Adopted May 11, 2011)**

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

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

The LTWA further provides that:

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

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

1. In order for the Standing Committee to take action at a meeting, representation at the meeting will consist of at least four representatives of Los Angeles, including one member of the Los Angeles City Council or Water and Power Commission, and four representatives of Inyo County, including one member of the Board of Supervisors.

2. A Chairperson from the hosting entity will be designated for each meeting.

3. In the event that an action item is on the meeting agenda, Los Angeles and Inyo County shall each designate one member to cast the single vote allotted to their entity at the onset of the meeting. The Chairperson may be so designated. Agenda items that the Standing Committee intends to take action on will be so designated on the meeting agenda.

4. If representation at a Standing Committee meeting is not sufficient for the Standing Committee to act, the Standing Committee members present may agree to convene the meeting for the purpose of hearing informational items.

5. Meeting agendas shall include any item within the jurisdiction of the Standing Committee that has been proposed by either party.

6. The public shall be given the opportunity to comment on any agenda item prior to an action being taken. The public will be given the opportunity to comment on any non-agendized issue within the jurisdiction of the Standing Committee prior to the conclusion of each scheduled meeting. At the discretion of the Chairperson, reports from staff or reopening of public comment may be permitted during deliberations.

7. The Chairperson may limit each public comment to a reasonable time period. The hosting entity will be responsible for monitoring time during public comment.

8. Any actions taken by the Standing Committee shall be described in an action item summary memorandum that is then transmitted to the Standing Committee at its next meeting for review and approval. This summary memorandum shall also indicate the Standing Committee members present at the meeting where actions were taken.

9. Standing Committee meetings shall be voice recorded by the host entity and a copy of the recording shall be provided to the guest entity.

10. (Added February 24, 2012) The Standing Committee may also receive comments/questions in written form from members of the public. Either party may choose to respond, however, when responding to a public comment/question, whether verbally or in writing, any statements made by either party may represent the perspective of that party or the individual making the response, but not the Standing Committee as a whole (unless specifically agreed to as such by the Standing Committee). When either party responds in writing to public comment/question, that response will be concurrently provided to the other party.

# Lower Owens River Project
# Work Plan, Budget, and Schedule

## 2012-2013 Fiscal Year

Prepared by
Inyo County Water Department
& Los Angeles Department of Water and Power

# Lower Owens River Project Work Plan, Budget, and Schedule

## 2013-2014 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2013-2014 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on January 31, 2013. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2013-2014 Fiscal Year Lower Owens River Project Work plan.

### Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that in December of each year, the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the LORP, which describes LORP work to be performed in the following fiscal year. This work program identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget was prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work program will be submitted to the County and LADWP governing board for approval. Each governing board must approve the plan before this work plan and budget can be implemented it. This document is the work plan for fiscal year July 2013 – June 2014.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in case no. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, salt cedar control, and reporting activities. Saltcedar control activities are identified but are funded under separate agreements and not budgeted under in this work plan. Section 2 of this work plan addresses adaptive management measures.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

# Section 1. Maintenance and Monitoring Tasks

### LORP Tasks

The maintenance and monitoring portion of this work plan consists of seven categories of tasks: operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, and salt cedar control.

### Operations and Maintenance

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows. Estimates of the level of effort necessary for maintenance were based on the level of effort that was required during 2013-2014, with adjustments as required by section II.D of the Funding Agreement which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2013-2014 costs for River corridor and BWMA facilities were $161,178 and $203,313 respectively, for an overall 2013-2014 operations and maintenance expenditure of $364,491. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is $135,762 (Table 1).

### Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Estimates of the level of effort required for hydrologic monitoring were based on the level of effort required during 2011-2012. Hydrologic monitoring costs are $120,040 (Table 2).

Fieldwork is being jointly conducted by LADWP and Inyo County staffs, with analysis and reporting being conducted by hydrography staff. The flooded acreage of the BWMA is being measured eight times per year by walking the perimeter of the flooded area on foot with portable GPS units.

### Biological/Water Quality Monitoring

Monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LA with the hours allocated by each agency given in the attached budget table (Table 3).

Biological and water quality monitoring is related to the tasks indicated in the Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP).

The MOU Consultant will be involved with the seasonal habitat flow recommendation, seasonal habitat flooding extent, landscape scale vegetation mapping, site scale vegetation monitoring, indicator species monitoring, rapid assessment evaluation, Delta and Blackrock Waterfowl Management Area assessment, data analysis and reporting, and annual report preparation, including adaptive management recommendations (Table 4).

**Range Monitoring**

Range monitoring is related to the tasks described in section 4.6 of the MAMP. Two types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring and utilization trend. Irrigated pasture condition scoring is a tool used by managers to systematically track the condition of irrigated pastures. Utilization monitoring tracks the amount of biomass removed from non-irrigated fields. Woody species recruitment monitoring was added in September 2010 in order to assess potential livestock influences on regeneration of desirable woody species. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore not budgeted for in this work plan (Table 5).

**Mosquito Abatement**

For the fiscal year 2012–2013, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The $60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

**Noxious Species Control**

The Inyo/Mono Counties Agricultural Commissioner's Office has received funding from LADWP to control and eradicate several different invasive weed species within the LORP boundaries, and in areas within the watershed that may serve as a seed source that could impact the LORP area. These invasive weed species include *Lepidium latifolium*, *Acroptilon repens*, *Cirsium arvense*, *Centaurea solstitialis*, *Centaurea maculosa*, and *Carderia draba*. These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls. Currently, there are 32 separate sites totaling 304 gross acres that Agricultural Commissioner's Office manages within the LORP boundaries.

For fiscal year 2013-2014 Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control will be $50,000.

**Saltcedar Control.**

The County Water Department's saltcedar control program will concentrate on cutting tamarisk in the tributaries to the Lower Owens River channel and adjacent spreading basins. The purpose of working on the LORP is to reduce the likelihood of spreading saltcedar throughout the Owens River re-watered channel. A top priority for the salt cedar program will be to locate all river sites where tamarisk seedlings and resprouts were identified in the 2010 and the 2011 Rapid Assessment Surveys. Accessible tamarisk will be removed by hand or by cutting and treating with herbicide (where allowed). Additionally, work will begin to remove slash, created by years of cutting in the LORP area.

Salt Cedar Control staff includes one permanent employee, one shared employee, and six seasonal field assistants that work on the salt cedar control program during the treatment season, October through April. California Department of Forestry (CDF) work crews, if available, will assist in efforts to treat slash. Monitoring and follow-up treatments by the Saltcedar Project Coordinator will occur during the balance of the year.

LORP saltcedar control activities are funded through agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here.

## Maintenance and Monitoring Budget

Table 6 summarizes the costs of operation, maintenance and monitoring for the fiscal year July 1, 2012 through June 30, 2013 and specifies the costs incurred by Inyo County, Los Angeles, and the cost of the MOU consultant.

LADWP and Inyo County will balance staff time and efforts on biologic and water quality monitoring tasks, so that no cost offset is required. For 2013-2014, both agencies will divide the total of 242 people days required to complete these tasks.

Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are without offsetting costs.

LADWP has allocated 218 people days for Range Monitoring, which is a LADWP cost.

Based on this budget, Inyo County's Post Implementation Credit would be increased by $7,961. This figure is calculated by subtracting the dollars LADWP will spend during the fiscal year from the amount spent by Inyo County, and dividing this figure by two.

Los Angeles Draft

**Table 6**
**Summary Monitoring and Adaptive Management Budget**

| Inyo County | Staff Work Days | Value of Additional Staff Time, Materials, and Equipment | Payments |
|---|---|---|---|
| Hydrologic Monitoring | – | $ - | |
| Biologic and Water Quality | 126 | $ - | |
| Operations and Maintenance | – | $ - | |
| Mosquito Abatement | | $ 30,000 | |
| MOU Consultant | – | $ 398,388 | |
| Adaptive Management | – | $ - | |
| Noxious Species Control | – | $ 50,000 | |
| Inyo County Totals | 126 | $ 478,388 | $ 7,961 Credit |
| **LADWP** | **Staff Work Days** | **Value of Additional Staff Time, Materials, and Equipment** | **Payments** |
| Hydrologic Monitoring | – | $ 120,040 | |
| Biologic and Water Quality | 298 | $ 73,780 | |
| Operations and Maintenance | – | $ 228,729 | |
| Mosquito Abatement | – | $ 30,000 | |
| Rodent Control | | $ 10,100 | |
| MOU Consultant | – | $ - | |
| Adaptive Management | – | $ - | |
| LADWP Totals | 126 | $ 462,465 | $ - |
| Combined Total | 242 | $ 940,853 | |

## Footnote to Table 6
## Post Implementation Credit and Trust Account Balances

| | Adjustment | Balance of Post-Imp Credit held by LADWP |
|---|---|---|
| Original Post Implementation Credit | $ 2,253,033 | $ 2,253,033 |
| Increase Post Imp Credit by 2.9% based on the July 2007 price Index | $ 65,338 | $ 2,318,371 |
| County's obligation for July 11, 2007 to June 30, 2008 period | $ 243,524 | $ 2,074,847 |
| Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index | $ 118,266 | $ 2,193,113 |
| County's obligation for 2008-2009 fiscal year | $ 243,524 | $ 1,949,589 |
| Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index | $ (25,345) | $ 1,924,244 |
| County's share of the costs for the 2009-2010 work plan and budget, including adaptive management. | $ 266,176 | $ 1,658,068 |
| Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010 | $ 25,465 | $ 1,683,533 |
| County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010. | $ 317,805 | $ 1,365,728 |
| Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011. | $ 45,069 | $ 1,410,797 |
| County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011. | $ 48,278 | $ 1,362,519 |
| County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011. | $ 57,687 | $ 1,304,832 |
| Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012. | $ 19,572 | $ 1,324,404 |
| County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012. | $ 14,683 credit | $ 1,339,087 |
| Increase the remaining balance of the Post Implementation Credit by ___% based upon the April 2013 price index effective July 10, 2013. | | |
| County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective July 23, 2013. | $ 7961 credit | |

The County's balance in the Post Imp Credit Account held by LADWP as of July 21, 2012 is $1,304,832. The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4).

The Trust Account Balance as of November, 2012 is $3,602,567.98

# B. Schedule

**Table 7**
**Tentative schedule of monitoring, maintenance and reporting for 2011-2012 Fiscal Year**

| Period | Monitoring |
|---|---|
| July 8, 2011- Jul 15, 2013 | Blackrock Waterfowl Management Area (BWMA) Flooded Extent |
| August 1 - Aug 15, 2013 | Rapid Assessment Survey (RAS) |
| August 15 - Aug 22, 2013 | BWMA Flooded Extent |
| September 1 - Sept 9, 2013 | RAS Consultation with MOU Parties |
| September 1- Sept 30, 2013 | Delta Pulse Flow |
| September 15 - Sept 22, 2013 | BWMA Flooded Extent |
| October 1 - Oct 28, 2013 | LADWP/Inyo Prepare Draft LORP Report |
| October 1 - Oct 28, 2013 | Fiscal Year 2010-2011 Work Plan and Budget Reconciliation |
| October 15 - Oct 24, 2013 | BWMA Flooded Extent |
| October 31, 2013 | Draft LORP Report transmitted to MOU Consultant |
| October 31, 2013 | Transmittal of LORP Accounting Report to Governing Boards |
| November 1 - Nov 30, 2013 | MOU Consultant review Draft LORP Report and Develop Recommendations |
| November 1 - Dec 31, 2013 | Delta Pulse Flow |
| December 1, 2013 | MOU Consultant transmit Adaptive Management Recommendations to Inyo/LA |
| December 3-Dec 7 2013 | Meet with MOU Consultant to Develop Adaptive Management Recommendations for Management |
| December 6, 2013 | Draft Report transmitted to MOU Parties |
| December 1 - Dec 30, 2013 | BWMA Avian Survey |
| December 20, 2013 | Public Meeting for Draft LORP Report |
| December 1, 2012 - Jan 30, 2014 | Fiscal Year 2013-2014 Work Plan and Budget Development |
| January 15 – January 20, 2014 | BWMA Flooded Extent |
| February 1 - Feb 3, 2014 | Technical Group Meeting to Adopt LORP Annual Report and 2013-2014 Fiscal Year Work Plan and Budget |
| February 3 – Mar31, 2014 | Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval |
| March 1 - May 31, 2014 | Delta Pulse Flow |
| April 2 - May 15, 2014 | BWMA Avian Survey |
| April 15 - April 20, 2014 | BWMA Flooded Extent |
| May 8 - May 13, 2014 | BWMA Flooded Extent |
| May 31 - June 5, 2014 | BWMA Flooded Extent |
| May 15 - June 15, 2014 | Seasonal Habitat Flow |
| June 1 - July 31, 2014 | Delta Pulse Flow |
| June 1 -June 29, 2014 | BWMA Avian Survey |

Draft

## C. MOU Consultants

**TASK 1**

**Seasonal Habitat Flow**

Seasonal habitat flows are prescribed to encourage a transition to riparian vegetation on the floodplains as well as manage channel sediments. The purpose of the habitat flow is to create a dynamic equilibrium for riparian habitat, fishery, water storage, water quality, animal migration, and biodiversity, which result in resilient productive ecological systems. Management actions are designed to achieve and maintain riparian habitats in a healthy ecological condition and establish a healthy warm water recreational fishery with habitat for native species. The LORP Monitoring and Adaptive Management Plan require the MOU consultants to recommend the annual seasonal habitat flow level to the Technical Committee based on the April runoff forecast. The river is then monitored during the flow period to evaluate adverse conditions or sudden problems. This task requires evaluation of the Owens Valley runoff conditions, review of proposed flow schedule and development of independent review and recommendations. During the Seasonal Habitat flow, the MOU consultant has to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written recommendation for the Seasonal Habitat Flow based on the April runoff forecast.
Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow and progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Monitoring of Seasonal Habitat Flow | FY 2013-2014 | | |
|---|---|---|---|
| | Hours | Rate | Cost |
| **Labor Estimate:** | | | |
| Principals | 128 | $139 | $17,792 |
| Associates | 40 | $93 | $3,720 |
| Administration | 6 | $69 | $414 |
| **Subtotal** | | | **$21,926** |

**TASK 2**----------

**Flooded Extent Evaluation**

Monitoring of flooded extent, which is how much land area is inundated during seasonal habitat flows, is prescribed to inform managers about the effectiveness of seasonal habitat flows. Seasonal habitat flooding extent monitoring documents what habitats are being affected by the flooding. Determining the extent and duration of the flooded area enables managers to identify which vegetation communities are inundated and are being affected by the seasonal habitat flow. This assists in determining if the seasonal habitat flows are meeting the goals of the habitat and informs the adaptive management decision-making. The seasonal habitat flow is evaluated each year to estimate the extent of flooding on river landforms. The report for this work requires review and comment from the MOU consultant with assistance from the consultant's staff to verify mapping and estimates. Flood extent results are

compared to results from other tasks to analyze effectiveness in meeting LORP goals. Fieldwork for this task is completed during the Seasonal Habitat Flow monitoring.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow flooded extent monitoring and progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Flood Extent Evaluation | FY 2013-2014 | | |
|---|---|---|---|
| | Hours | Rate | Cost |
| Labor Estimate: | | | |
| Principals | 80 | $139 | $11,120 |
| Associates | 40 | $93 | $3,720 |
| Administration | 3 | $69 | $207 |
| Subtotal | | | $15,047 |

**TASK 3** ----------

**Rapid Assessment Evaluation**

Rapid Assessment Surveys (RAS) are conducted to document problems or potential management issues in LORP riverine-riparian area and provide qualitative project-level feedback regarding changes within the project area. Rapid Assessment Evaluation is performed on the river corridor, Blackrock Waterfowl Management Area, Off-River Lakes and Ponds and the Delta. LADWP and Inyo County staffs collect and processes field data, and perform data analysis, the results of which are captured in a draft RAS report. The LORP consultant reviews the RAS results to identify issues that require immediate action, and informs the MOU parties as required by the LORP Monitoring and Adaptive Management Plan. The MOU consultant will evaluate results for trends that influence monitoring and adaptive management recommendations for subsequent years.

Deliverables:

Written consultation with MOU Parties following completion of the RAS.

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the RAS, progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Rapid Assessment | FY 2013-2014 | | |
|---|---|---|---|
| | Hours | Rate | Cost |
| Labor Estimate: | | | |
| Principals | 20 | $139 | $2,780 |
| Associates | 60 | $93 | $5,580 |
| Administration | 3 | $69 | $207 |
| Subtotal | | | $8,567 |

Draft

**TASK 4**----------

**Landscape Vegetation Mapping**

Landscape Scale Vegetation Mapping provides managers with a landscape scale measurement of the riverine-riparian vegetation. This assessment will monitors all components of the LORP and provides information for decision making for other aspects of the LORP. Aerial photos of the LORP are taken every three years, LADWP and Inyo County maps the vegetation communities within the project area utilizing these photographs and evaluates changes from previous efforts. ES will review the vegetation maps and evaluate the analysis and conclusions focusing on the comparisons to previous years and baseline conditions to determine trends.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing Landscape Scale Vegetation Mapping and progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Landscape Mapping | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 10 | $139 | $1,390 |
| Associates | | 100 | $93 | $9,300 |
| Administration | | 10 | $69 | $690 |
| Subtotal | | | | $11,380 |

**TASK 5** ----------

**Site Scale Vegetation Monitoring**

Site scale vegetation monitoring consists of vegetation transect and sub-plot sampling, landform and elevation modeling and vegetation community mapping efforts. There are five reference reaches in the LORP in which periodic monitoring of vegetation at the micro-scale is performed. LADWP staff will perform the data acquisition and analysis in the future. Since this is a complicated monitoring program and will be the first time LADWP staff has performed this, ES staff will provide some initial field assistance as the monitoring effort is initiated. The data will be reviewed as well as the analysis of trend and comparison to baseline and previous sampling conditions. To assist with the Site Scale Vegetation evaluation, ES will have to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing Site Scale Vegetation Evaluation and progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Site Scale Monitoring | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| **Labor Estimate:** | | | | |
| Principals | | 25 | $139 | $3,475 |
| Associates | | 360 | $93 | $33,480 |
| Administration | | 20 | $69 | $1,380 |
| **Subtotal** | | | | **$38,335** |

**TASK 6** ----------

**Indicator Species' Habitat Monitoring**

Indicator species' habitat monitoring is designed to document changes in habitat conditions in the LORP. Indicator species represents a subset of the entire array of species that could possibly reside within the LORP. Changes in the quantity and quality (suitability) of habitat for a particular species or guild indicates that the system is changing compared to baseline conditions.
This task is an extension of habitat mapping and conversion of habitat to CWHR units. ES will review the analysis and conclusion developed by LADWP to identify trends and relationship to MOU goals in order to recommend adaptive management actions. ES staff will assist in validating the mapping and conversion procedures.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing Indicator Species Habitat Evaluation and progress towards meeting LORP objectives and any necessary adaptive management actions.

*Budget:*

| Indicator Species Monitoring | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| **Labor Estimate:** | | | | |
| Principals | | 30 | $139 | $4,170 |
| Associates | | 80 | $93 | $7,440 |
| Administration | | 15 | $69 | $1,035 |
| **Subtotal** | | | | **$12,645** |

**TASK 7** ----------

**Creel Census**

The creel census helps track the development and health of the warm-water or game fishery as the LORP is implemented. Creel census data help to inform decision making for the fishery and water quality adaptive management areas. Adaptive management recommendations focus on establishing a

healthy warm water fishery to meet MOU goals. ES will assist in the census and evaluating the results for the annual report. To assist with the Creel Census, ES will have to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing Creel Census evaluation and progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Creel Census | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 64 | $139 | $8,896 |
| Associates | | 10 | $93 | $930 |
| Administration | | 8 | $69 | $552 |
| Subtotal | | | | $10,378 |

**TASK 8** ----------

**Annual Report Evaluation**

At the end of October, LADWP and ICWD forward the draft annual report to the MOU consultant. The MOU consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, revaluating or re-estimating and verifying conclusions.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing the need for any contingency monitoring as well as discussion of progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Annual Report | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 200 | $139 | $27,800 |
| Associates | | 380 | $93 | $35,340 |
| Administration | | 50 | $69 | $3,450 |
| Subtotal | | | | $66,590 |

**TASK 9**----------

**Annual Adaptive Management Recommendations**

Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and

submission to the LORP Technical Committee. The MOU consultant will present the recommendations to the Technical Committee as required. This will require travel time and preparation time.

Deliverables:

Written evaluation of any necessary adaptive management actions as well as discussion of progress towards meeting LORP objectives.

***Budget:***

| Adaptive Management Recommendations | | FY 2012-2013 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| **Labor Estimate:** | | | | |
| Principals | | 300 | $139 | $41,400 |
| Associates | | 350 | $93 | $32,550 |
| Administration | | 50 | $69 | $3,450 |
| **Subtotal** | | | | **$77,400** |

**TASK 10**----------

**Project Management and Meetings**

The MOU consultant will meet with LADWP and ICWD periodically to review progress or discuss issues. The MOU consultant will manage project assignments, schedules and budgets, provide monthly progress reports to LADWP, budget assessment and invoice each month. This task will require the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss the progress towards meeting the LORP objectives.

***Budget:***

| Project Management and Meetings | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| **Labor Estimate:** | | | | |
| Principals | | 400 | $139 | $55,600 |
| Associates | | 400 | $93 | $37,200 |
| Administration | | 80 | $69 | $5,520 |
| **Subtotal** | | | | **$98,320** |
| | | FY 2013-2014 | | |
| **EXPENSES** | | Hours | Rate | Cost |
| Travel (Mileage 1500/trip @ $0.52-$0.56/mi) | | 24 | $840 | $20,160 |
| Lodging | | 60 | $135 | $8,100 |
| Per Diem | | 60 | $59 | $3,540 |
| **Subtotal** | | | | **$31,800** |
| **FY 2013-2014 TOTAL** | | | | **$390,388** |

## Section 2. Adaptive Management Measures

There were no Adaptive Management Measures recommended that require additional budgetary considerations than those described above.

# Lower Owens River Project
# Work Plan, Budget, and Schedule

## 2013-2014 Fiscal Year

Inyo County Draft

Prepared by
Inyo County Water Department
& Los Angeles Department of Water and Power

# Lower Owens River Project Work Plan, Budget, and Schedule

## 2013-2014 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2013-2014 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on January 31, 2013. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2013-2014 Fiscal Year Lower Owens River Project Work plan.

### Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that in December of each year, the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the LORP, which describes LORP work to be performed in the following fiscal year. This work program identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget was prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work program will be submitted to the County and LADWP governing board for approval. Each governing board must approve the plan before this work plan and budget can be implemented it. This document is the work plan for fiscal year July 2013 – June 2014.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in case no. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, salt cedar control, and reporting activities. Saltcedar control activities are identified but are funded under separate agreements and not budgeted under in this work plan. Section 2 of this work plan addresses adaptive management measures.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

# Section 1. Maintenance and Monitoring Tasks

### LORP Tasks

The maintenance and monitoring portion of this work plan consists of seven categories of tasks: operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, and salt cedar control.

### Operations and Maintenance

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows.

Estimates of the level of effort necessary for maintenance were based on the level of effort that was required during 2013-2014, with adjustments as required by section II.D of the Funding Agreement which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2013-2014 costs for River corridor and BWMA facilities were $90,967 and $193,193 respectively, for an overall 2013-2014 operations and maintenance expenditure of $284,159. This figure is reduced by $135,762, which is the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities (Table 1). The net CPI adjusted Operations and Maintenance cost is $148,397

### Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Estimates of the level of effort required for hydrologic monitoring were based on the level of effort required during 2011-2012. Hydrologic monitoring costs are $120,040 (Table 2).

Fieldwork is being jointly conducted by LADWP and Inyo County staffs, with analysis and reporting being conducted by hydrography staff. The flooded acreage of the BWMA is being measured eight times per year by walking the perimeter of the flooded area on foot with portable GPS units.

### Biological/Water Quality Monitoring

Monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LA with the hours allocated by each agency given in the attached budget table (Table 3).

Biological and water quality monitoring is related to the tasks indicated in the Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP).

The MOU Consultant will be involved with the seasonal habitat flow recommendation, seasonal habitat flooding extent, rapid assessment evaluation, Delta and Blackrock Waterfowl Management Area assessment, contingency monitoring (if needed), data analysis and reporting, and annual report preparation, including adaptive management recommendations (Table 4).

**Range Monitoring**

Range monitoring is related to the tasks described in section 4.6 of the MAMP. Two types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring and utilization trend. Irrigated pasture condition scoring is a tool used by managers to systematically track the condition of irrigated pastures. Utilization monitoring tracks the amount of biomass removed from non-irrigated fields. Woody species recruitment monitoring was added in September 2010 in order to assess potential livestock influences on regeneration of desirable woody species. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore not budgeted for in this work plan (Table 5).

**Mosquito Abatement**

For the fiscal year 2013-2014, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The $60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

**Noxious Species Control**

The Inyo/Mono Counties Agricultural Commissioner's Office has received funding from LADWP to control and eradicate several different invasive weed species within the LORP boundaries, and in areas within the watershed that may serve as a seed source that could impact the LORP area. These invasive weed species include *Lepidium latifolium*, *Acroptilon repens*, *Cirsium arvense*, *Centaurea solstitialis*, *Centaurea maculosa*, and *Carderia draba*. These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls. Currently, there are 32 separate sites totaling 304 gross acres that Agricultural Commissioner's Office manages within the LORP boundaries.

For fiscal year 2013-2014 Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control will be $50,000.

**Saltcedar Control.**

The County Water Department's saltcedar control program will concentrate on cutting tamarisk in the tributaries to the Lower Owens River channel and adjacent spreading basins. The purpose of working on the LORP is to reduce the likelihood of spreading saltcedar throughout the Owens River re-watered channel. A top priority for the salt cedar program will be to locate all river sites where tamarisk seedlings and resprouts were identified in the 2010 and the 2011 Rapid Assessment Surveys. Accessible

tamarisk will be removed by hand or by cutting and treating with herbicide (where allowed). Additionally, work will begin to remove slash, created by years of cutting in the LORP area.

Salt Cedar Control staff includes one permanent employee, one shared employee, and six seasonal field assistants that work on the salt cedar control program during the treatment season, October through April. California Department of Forestry (CDF) work crews, if available, will assist in efforts to treat slash. Monitoring and follow-up treatments by the Saltcedar Project Coordinator will occur during the balance of the year.

LORP saltcedar control activities are funded through agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here.

## Maintenance and Monitoring Budget

Table 6 summarizes the costs of operation, maintenance and monitoring for the fiscal year July 1, 2013 through June 30, 2014 and specifies the costs incurred by Inyo County, Los Angeles, and the cost of the MOU consultant.

LADWP and Inyo County will balance staff time and efforts on biologic and water quality monitoring tasks, so that no cost offset is required. For 2013-2014, both agencies will divide the total of 252 people days required to complete these tasks.

Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are without offsetting costs.

LADWP has allocated 218 people days for Range Monitoring, which is a LADWP cost.

Based on this budget, Inyo County's Post Implementation Credit would increase by $64,935. This figure is calculated by subtracting the dollars LADWP will spend during the fiscal year from the amount spent by Inyo County, and dividing this figure by two.

Inyo County Draft

**Table 6**
**Summary Monitoring and Adaptive Management Budget**

| Inyo County | Staff Work Days | Value of Additional Staff Time, Materials, and Equipment | Payments |
|---|---|---|---|
| Hydrologic Monitoring | – | $ - | |
| Biologic and Water Quality | 126 | $ - | |
| Operations and Maintenance | – | $ - | |
| Mosquito Abatement | | $ 30,000 | |
| MOU Consultant | – | $ 358,407 | |
| Adaptive Management | – | $ - | |
| Noxious Species Control | – | $ 50,000 | |
| Inyo County Totals | 126 | $ 438,407 | |
| **LADWP** | **Staff Work Days** | **Value of Additional Staff Time, Materials, and Equipment** | **Payments** |
| Hydrologic Monitoring | – | $ 120,040 | |
| Biologic and Water Quality | – | $ - | |
| Operations and Maintenance | – | $ 148,397 | |
| Mosquito Abatement | – | $ 30,000 | |
| Rodent Control | – | $ 10,100 | |
| MOU Consultant | – | $ - | |
| Adaptive Management | – | $ - | |
| LADWP Totals | 126 | $ 308,537 | $ 64,935 |
| Combined Total | 252 | $ 746,944 | |

## Footnote to Table 6
## Post Implementation Credit and Trust Account Balances

| | Adjustment | Balance of Post-Imp Credit held by LADWP |
|---|---|---|
| Original Post Implementation Credit | $ 2,253,033 | $ 2,253,033 |
| Increase Post Imp Credit by 2.9% based on the July 2007 price index | $ 65,338 | $ 2,318,371 |
| County's obligation for July 11, 2007 to June 30, 2008 period | $ 243,524 | $ 2,074,847 |
| Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index | $ 118,266 | $ 2,193,113 |
| County's obligation for 2008-2009 fiscal year | $ 243,524 | $ 1,949,589 |
| Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index | $ (25,345) | $ 1,924,244 |
| County's share of the costs for the 2009-2010 work plan and budget, including adaptive management. | $ 266,176 | $ 1,658,068 |
| Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010 | $ 25,465 | $ 1,683,533 |
| County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010. | $ 317,805 | $ 1,365,728 |
| Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011. | $ 45,069 | $ 1,410,797 |
| County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011. | $ 48,278 | $ 1,362,519 |
| County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011. | $ 57,687 | $ 1,304,832 |
| Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012. | $ 19,572 | $ 1,324,404 |
| County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012. | $ 14,683 credit | $ 1,339,087 |
| Increase the remaining balance of the Post Implementation Credit by ___% based upon the April 2013 price index effective July 10, 2013. | | |
| County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective July 23, 2013. | $ 64,935 credit | |

The County's balance in the Post Imp Credit Account held by LADWP as of July 21, 2012 is $x,xxx,xxx. The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4).

The Trust Account Balance as of January 29, 2013 is $ 3,538,786.94

# B. Schedule

**Table 7**
**Tentative schedule of monitoring, maintenance and reporting for 2011-2012 Fiscal Year**

| Period | Monitoring |
|---|---|
| July 8, 2012- Jul 15, 2013 | Blackrock Waterfowl Management Area (BWMA) Flooded Extent |
| August 1 - Aug 15, 2013 | Rapid Assessment Survey (RAS) |
| August 15 - Aug 22, 2013 | BWMA Flooded Extent |
| September 1 - Sept 9, 2013 | RAS Consultation with MOU Parties |
| September 1- Sept 30, 2013 | Delta Pulse Flow |
| September 15 - Sept 22, 2013 | BWMA Flooded Extent |
| October 1 - Oct 28, 2013 | LADWP/Inyo Prepare Draft LORP Report |
| October 1 - Oct 28, 2013 | Fiscal Year 2010-2011 Work Plan and Budget Reconciliation |
| October 15 - Oct 24, 2013 | BWMA Flooded Extent |
| October 31, 2013 | Draft LORP Report transmitted to MOU Consultant |
| October 31, 2013 | Transmittal of LORP Accounting Report to Governing Boards |
| November 1 - Nov 30, 2013 | MOU Consultant review Draft LORP Report and Develop Recommendations |
| November 1 - Dec 31, 2013 | Delta Pulse Flow |
| December 1, 2013 | MOU Consultant transmit Adaptive Management Recommendations to Inyo/LA |
| December 3-Dec 7 2013 | Meet with MOU Consultant to Develop Adaptive Management Recommendations |
| December 6, 2013 | Draft Report transmitted to MOU Parties |
| December 1 - Dec 30, 2013 | BWMA Avian Survey |
| December 13, 2013 | Public Meeting for Draft LORP Report |
| December 1, 2012 - Jan 30, 2014 | Fiscal Year 2013-2014 Work Plan and Budget Development |
| January 15 – January 20, 2014 | BWMA Flooded Extent |
| February 1 - Feb 3, 2014 | Technical Group Meeting to Adopt LORP Annual Report and 2013-2014 Fiscal Year Work Plan and Budget |
| February 3 – Mar31, 2014 | Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval |
| March 1 - May 31, 2014 | Delta Pulse Flow |
| April 2 - May 15, 2014 | BWMA Avian Survey |
| April 15 - April 20, 2014 | BWMA Flooded Extent |
| May 8 - May 13, 2014 | BWMA Flooded Extent |
| May 31 - June 5, 2014 | BWMA Flooded Extent |
| May 15 - June 15, 2014 | Seasonal Habitat Flow |
| June 1 - July 31, 2014 | Delta Pulse Flow |
| June 1-June 29, 2014 | BWMA Avian Survey |

In Draft

# C. MOU Consultants

**TASK 1**----------

**Seasonal Habitat Flow**

Seasonal habitat flows are prescribed to encourage a transition to riparian vegetation on the floodplains as well as manage channel sediments. The purpose of the habitat flow is to create a dynamic equilibrium for riparian habitat, fishery, water storage, water quality, animal migration, and biodiversity, which result in resilient productive ecological systems. Management actions are designed to achieve and maintain riparian habitats in a healthy ecological condition and establish a healthy warm water recreational fishery with habitat for native species. The LORP Monitoring and Adaptive Management Plan require the MOU consultants to recommend the annual seasonal habitat flow level to the Technical Committee based on the April runoff forecast. The river is then monitored during the flow period to evaluate adverse conditions or sudden problems. This task requires evaluation of the Owens Valley runoff conditions, review of proposed flow schedule and development of independent review and recommendations. During the Seasonal Habitat flow, the MOU consultant has to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written recommendation for the Seasonal Habitat Flow based on the April runoff forecast.
Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow and progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Monitoring of Seasonal Habitat Flow | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 60 | $139 | $8,340 |
| Associates | | 80 | $93 | $7,440 |
| Administration | | 10 | $69 | $690 |
| **Subtotal** | | | | **$16,470** |

**TASK 2**----------

**Flooded Extent Evaluation**

Monitoring of flooded extent, which is how much land area is inundated during seasonal habitat flows, is prescribed to inform managers about the effectiveness of seasonal habitat flows. Seasonal habitat flooding extent monitoring documents what habitats are being affected by the flooding. Determining the extent and duration of the flooded area enables managers to identify which vegetation communities are inundated and are being affected by the seasonal habitat flow. This assists in determining if the seasonal habitat flows are meeting the goals of the habitat and informs the adaptive management decision-making. The seasonal habitat flow is evaluated each year to estimate the extent of flooding on river landforms. The report for this work requires review and comment from the MOU consultant with assistance from the consultant's staff to verify mapping and estimates. Flood extent results are

compared to results from other tasks to analyze effectiveness in meeting LORP goals. Fieldwork for this task is completed during the Seasonal Habitat Flow monitoring.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow flooded extent monitoring and progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Flood Extent Evaluation | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 80 | $139 | $11,120 |
| Associates | | 40 | $93 | $3,720 |
| Administration | | 3 | $69 | $207 |
| Subtotal | | | | $15,047 |

**TASK 3** ----------

**Rapid Assessment Evaluation**

Rapid Assessment Surveys (RAS) are conducted to document problems or potential management issues in LORP riverine-riparian area and provide qualitative project-level feedback regarding changes within the project area. Rapid Assessment Evaluation is performed on the river corridor, Blackrock Waterfowl Management Area, Off-River Lakes and Ponds and the Delta. LADWP and Inyo County staffs collect and processes field data, and perform data analysis, the results of which are captured in a draft RAS report. The LORP consultant reviews the RAS results to identify issues that require immediate action, and informs the MOU parties as required by the LORP Monitoring and Adaptive Management Plan. The MOU consultant will evaluate results for trends that influence monitoring and adaptive management recommendations for subsequent years.

Deliverables:

Written consultation with MOU Parties following completion of the RAS.

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the RAS, progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Rapid Assessment | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 20 | $139 | $2,780 |
| Associates | | 60 | $93 | $5,580 |
| Administration | | 3 | $69 | $207 |
| Subtotal | | | | $8,567 |

Draft

**TASK 4**----------

**Landscape Scale Vegetation Mapping**

Landscape Scale Vegetation Mapping was designed to provide managers with a landscape scale measurement of the riverine-riparian vegetation. This assessment was last undertaken in 2010-11 using 2009 aerial imagery, and was scheduled to occur this year; however other monitoring measures, such as the Rapid Assessment Survey woody species data, belt transects and other streamside monitoring data, and general visual observations, indicate little change in vegetation has occurred since then.

Contributing to the decision to postpone mapping is lack of suitable imagery; the 2009 aerial imagery used in 2010 had a resolution of one foot, imagery that is available now has a resolution of one meter. Given the difference in maps and slow habitat development, information obtained from this exercise cannot be relied on to provide information that can inform decision making. For this reason, LADWP and Inyo County project scientists and managers, as well as one of the two MOU Consultants recommend delaying this monitoring for a year or more.

***Budget:***

| Landscape Mapping | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | | | |
| Associates | | | | |
| Administration | | | | |
| Subtotal | | | | |

**TASK 5** ----------

**Site Scale Vegetation Monitoring**

Site scale vegetation monitoring consists of large-scale vegetation transect and sub-plot sampling, landform and elevation modeling and vegetation community mapping efforts. LADWP and Inyo County project scientists and managers, as well as one of the two MOU Consultants recommend delaying this monitoring for a year or more. This counterpart to the Landscape Vegetation Mapping will be performed in conjunction with the next Landscape Scale Vegetation Mapping

***Budget:***

| Site Scale Monitoring | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | | | |
| Associates | | | | |
| Administration | | | | |
| Subtotal | | | | |

**TASK 6** ----------

**Indicator Species' Habitat Monitoring**

Indicator species' habitat monitoring is designed to document changes in habitat conditions in the LORP.

This task is an extension of habitat mapping.

LADWP and Inyo County project scientists and managers, as well as one of the two MOU Consultants recommend delaying this monitoring for a year or more. This counterpart to the habitat mapping will be performed in conjunction with the next Landscape Scale and Site Scale Vegetation Mapping.

*Budget:*

| Indicator Species Monitoring | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | | | |
| Associates | | | | |
| Administration | | | | |
| Subtotal | | | | |

**TASK 7** ----------

**Creel Census**

The creel census helps track the development and health of the warm-water or game fishery as the LORP is implemented. Creel census data help to inform decision making for the fishery and water quality adaptive management areas. Adaptive management recommendations focus on establishing a healthy warm water fishery to meet MOU goals. ES will assist in the census and evaluating the results for the annual report. To assist with the Creel Census, ES will have to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing Creel Census evaluation and progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Creel Census | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 64 | $139 | $8,896 |
| Associates | | 10 | $93 | $930 |
| Administration | | 8 | $69 | $552 |
| Subtotal | | | | $10,378 |

**TASK 8** ----------

**Annual Report Evaluation**

At the end of October, LADWP and ICWD forward the draft annual report to the MOU consultant. The MOU consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, revaluating or re-estimating and verifying conclusions.

Draft

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing the need for any contingency monitoring as well as discussion of progress towards meeting LORP objectives and any necessary adaptive management actions.

***Budget:***

| Annual Report | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 200 | $139 | $27,800 |
| Associates | | 380 | $93 | $35,340 |
| Administration | | 50 | $69 | $3,450 |
| Subtotal | | | | $66,590 |

**TASK 9**----------

**Annual Adaptive Management Recommendations**

Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU consultant will present the recommendations to the Technical Committee as required. This will require travel time and preparation time.

Deliverables:

Written evaluation of any necessary adaptive management actions as well as discussion of progress towards meeting LORP objectives.

***Budget:***

| Adaptive Management Recommendations | | FY 2012-2013 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| Labor Estimate: | | | | |
| Principals | | 300 | $139 | $41,400 |
| Associates | | 350 | $93 | $32,550 |
| Administration | | 50 | $69 | $3,450 |
| Subtotal | | | | $77,700 |

**TASK 10**----------

**Project Management and Meetings**

The MOU consultant will meet with LADWP and ICWD periodically to review progress or discuss issues. The MOU consultant will manage project assignments, schedules and budgets, provide monthly progress reports to LADWP, budget assessment and invoice each month. This task will require the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss the progress towards meeting the LORP objectives.

Draft

***Budget:***

| Project Management and Meetings | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |
| **Labor Estimate:** | | | | |
| Principals | | 400 | $139 | $55,600 |
| Associates | | 400 | $93 | $37,200 |
| Administration | | 80 | $69 | $5,520 |
| **Subtotal** | | | | **$98,320** |
| | | FY 2013-2014 | | |
| **EXPENSES** | | Hours | Rate | Cost |
| Travel (Mileage 1500/trip @ $0.52-$0.56/mi) | | 24 | $840 | $20,160 |
| Lodging | | 60 | $135 | $8,100 |
| Per Diem | | 60 | $59 | $3,540 |
| **Subtotal** | | | | **$31,800** |
| **FY 2013-2014 TOTAL** | | | | **$358,407[1]** |

[1] Includes Contingency Monitoring ($33,535)

## Section 2. Adaptive Management Measures

**TASK 11**----------

### Contingency Monitoring

An anticipated event within the contingency monitoring is the Delta Habitat Area pulse flow release from the LAA Intake. This is described in the 2012 LORP Adaptive Management Recommendations. The purpose is to improve water quality by releasing some of the Delta Habitat Area habitat flows from the Intake instead of the Pumpback Station. Objectives would include that once the point-of-release flows are initiated the MOU Consultants would observe river and DHA conditions during the initial flow release period, take water quality measurements and evaluate effectiveness. Further analysis of observed conditions and water quality measurements would occur. This task will require travel and time to make periodic field visits.

Deliverables:

DHA point-of-release flows: A written evaluation which is to be included in the LORP Annual Report discussing the effectiveness of the flow releases as well as discussion of progress towards meeting LORP objectives and any necessary adaptive management actions. The work plan and tasks would include both field observation time, travel and analysis and evaluation summation. The budget for this subtask would be a portion of the contingency monitoring task line item shown below.

Before any work is conducted on this task it must be approved via e-mail. The total hours and costs associated with this task are not to be exceeded without approval.

***Budget:***

| Contingency Monitoring | | FY 2013-2014 | | |
|---|---|---|---|---|
| | | Hours | Rate | Cost |

Draft

| | | | | |
|---|---|---|---|---|
| **Labor Estimate:** | | | | |
| Principals | | 100 | $139 | $13,900 |
| Associates | | 200 | $93 | $18,600 |
| Administration | | 15 | $69 | $1,035 |
| **Subtotal** | | | | $33,535 |

Inyo County Draft

# AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
**AGENDA NUMBER**
38-39-40
41-42-43
44-45-46
47-48

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session ☐ Informational

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: FEBRUARY 5, 2013**

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

## *DEPARTMENTAL RECOMMENDATION:*

***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)]*** *PROMINENT SYSTEMS, INC., a California Corporation, v. EASTERN SIERRA ENGINEERING, P.C., a Nevada Corporation; COUNTY OF INYO, a political subdivision of the State of California,* Superior Court of the State of California for the County of Los Angeles BC498144

***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)].*** – *RDO Construction Equipment Co. dba B & B Equipment Rental By RDO Equipment Co. v. Prominent Systems, Inc., County of Inyo, et al.*- Superior Court of the State of California for the County of Riverside, Western Division RIC1202660

***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code§ 54956.9(a)].*** *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution

***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code§ 54956.9(a)].*** *Application for Certification for the HIDDEN HILLS SOLAR ELECTRIC GENERATING SYSTEM* - Before the Energy Resources Conservation and Development Commission of the State of California Docket No. 11-AFC-02 (Bright Source)

***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(b)(3)].*** – *Significant Exposure to Potential Litigation (one case).*

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

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

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

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

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

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

| **APPROVALS** | |
|---|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 1.30.13 |

***DEPARTMENT HEAD SIGNATURE:*** Date: 1.30.13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)