

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.

March 19, 2013

9:00 a.m. PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA (Approval recommended by the County Administrator)

3. **HEALTH AND HUMAN SERVICES**

Behavioral Health Services – Request approval of Amendment No. 1 to the Contract between the County of Inyo and Crestwood Behavioral Health, Inc., (for residential placement for adults in a locked facility and Mental Health Rehabilitation Centers) increasing the Contract amount by \$5,000 to a total not to exceed \$35,000 for the period of July 1, 2012 through June 30, 2013; and authorize the Chairperson to sign.

4. **Mental Health Services** – Request approval of the Contract between the County of Inyo and the California Institute of Mental Health for facilitator certification training in Aggression Replacement Training for the period of March 11, 2013 through March 10, 2014, in an amount not to exceed \$15,300, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign the Contract and the HIPAA Business Associate Agreement.

5. **DISTRICT ATTORNEY**

Request Board authorize hiring the previously approved District Attorney Criminal Investigator position at Range SB71 Step E (\$5,832 per month).

COUNTY ADMINISTRATOR

6. **Personnel** – Request Board authorize hiring a previously approved Senior Deputy County Administrator position at Step E (\$8,540 per month.)

7. **PUBLIC WORKS**

Request approval of the Plans and Specifications for the County Jail Building, Independence, Replacement of Dryvit System Expansion Joints Project and authorize the Interim Public Works Director to advertise and bid for the Project.

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

8. **CHILD SUPPORT SERVICES** – Request Board A) change the authorized strength by deleting the Assistant Director position at Range 78E (\$6,074) and adding one Child Support Officer Series; and B) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the position of Child Support Officer I exists as certified by the Child Support 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 Child Support Specialist I, at Range 57 (\$3,046 – \$3,701).
9. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Health and Human Services Specialist 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 Health and Human Services Specialist at Range 53 (\$2,779 – \$3,380).
10. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board ratify and approve the Contract between the County of Inyo and Victor Treatment Center for the provision of mental health services for the period of February 1, 2013, through June 30, 2013, in an amount not to exceed \$25,000; and authorize the Chairperson to sign.
11. **PLANNING** – Request Board receive a presentation about coordination with Forest service staff regarding the Inyo National Forest Plan Update/Revision and provide input.
12. **PLANNING** – Request Board review the State of California's Nomination Request for a Rural Community Focus Group and potentially nominate persons to the Focus Group.
13. **PLANNING** – Request Board review the Recovery Action Plan for the Mojave Desert Tortoise and provide input.
14. **PLANNING** – Request Board accept and provide comments on the draft Inyo County 2012 General Plan Annual Progress Report (APR) and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and Governor's Office of Planning and Research.

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

- 11:00 a.m. 15. **COUNTY ADMINISTRATOR** – Request Board enact an ordinance titled "An Ordinance Of The Board Of Supervisors Of The County Of Inyo, State Of California, Repealing Inyo County Ordinance 100, And Granting To Southern California Edison Company, A California Corporation, Its Successors And Assigns, The Right, Privilege And A Franchise To Use And To Construct Poles, Wires, Conduits, And Appurtenances, Including Communication Conduits Necessary Or Proper Therefor, In, Along, Across, Upon, Over, And Under The Public Streets, Ways, Alleys, And Places, As They May Now Or Hereafter Exist, Within The County Of Inyo, For The Purpose Of Transmitting And Distributing Electricity For All Purposes As Authorized Under This Franchise."
16. **ROAD DEPARTMENT** – Request Board conduct a workshop with the Road Department on road project financing.
- 1:00 p.m. 17. **AUDITOR-CONTROLLER** – Request Board A) conduct a workshop to receive information and consider options for refinancing the CalPERS Safety Side Fund including a presentation by Brandis Tallman LLC; B) authorize County Staff to engage the services of Brandis Tallman LLC to select a lender and form a financing team to begin the process of refinancing the County's Safety Plan CalPERS Side Fund Obligation in accordance with the Financial Advisory Committee's recommendation; and C) select a refinancing term of 14 years or 10 years and provide direction to Staff to proceed with the refinancing.

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

18. **HEALTH AND HUMAN SERVICES** – Request Board conduct a workshop regarding Health Realignment/Health Care Reform

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

19. **PUBLIC COMMENT**

CLOSED SESSION

20. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]** - 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).
21. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]**. City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution.
22. **PERSONNEL [Pursuant to Government Code § 54957]** - Public Employee Performance Evaluation - Title – County Counsel.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use
only:
AGENDA NUMBER

3

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

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Approve of Amendment Number One (1) to the Contract between County of Inyo and Crestwood Behavioral Health, Inc.

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number One (1) to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. (for residential placement for adults in a locked facility and Mental Health Rehabilitation Centers) in an additional amount of \$5,000.00 for a total amount not to exceed \$35,000 for the period of July 1, 2012 to June 30, 2013.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Mental Health currently has one conserved adult placed at this locked Institute for Mental Disorders (IMD) facility in Vallejo, California. This individual has resided in the IMD facility for many years. Crestwood provides specialized services that meet both the physical and emotional needs of these persons. Crestwood works closely with the deputy conservators and provides treatment updates and planning as appropriate. This amendment is necessary due to the fact that we had two conservatees placed in Crestwood facilities for a portion of the year. We try to be conservative in the initial phases of the contract in order to limit the amount of funds encumbered until we have clarity in terms of need for placement at this facility. One conserved adult has now transitioned to a lower level of care.

ALTERNATIVES:

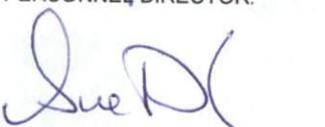
Crestwood Behavioral Health has offered excellent service for conserved adults in need of intensive services in a locked setting. They are committed to providing services in the least restrictive setting possible and maintain close contact with the conservator and deputy conservator. Your Board could 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 <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>1/14/2013</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>3/5/13</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: <u>✓</u> Date <u>3/6/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-6-13

AMENDMENT NUMBER One TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc., of California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated April 17, 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 \$35,000.00 (Thirty Five Thousand Dollars) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by the Contractor for services or work performed which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is March 1, 2013.

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
Crestwood Behavioral Health, Inc.
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

George C. Lintal
Type or Print

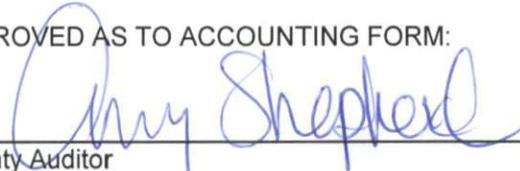
Dated: 1/18/2013

APPROVED AS TO FORM AND LEGALITY:



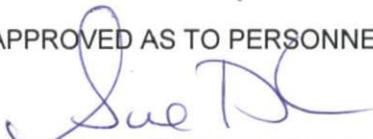
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$30,000.00 (Thirty 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, and 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 Workers' 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 all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. 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. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

15. 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.

16. 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.

17. 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.

18. 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 of any 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-five (25) below.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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-five (25) (Amendment).

24. 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.

25. 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.

26. 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:

<u>County of Inyo Behavioral Health</u>	Department
<u>162 J Grove Street</u>	Street
<u>Bishop, CA 93514</u>	City and State
Contractor: <u>Crestwood Behavioral Health, Inc.</u>	Name
<u>7590 Shoreline Drive</u>	Street
<u>Stockton, CA 95219</u>	City and State

27. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
5th DAY OF June, 2012.

COUNTY OF INYO

By: 

Dated: 6-5-12

CONTRACTOR

By: 
Signature

George C. Hyatt
Print or Type Name

Dated: 4/17/2012

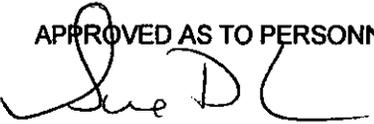
APPROVED AS TO FORM AND LEGALITY:


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 Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2012

TO: June 30, 2013

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility provided by Crestwood Behavioral Health. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each residents psychosocial needs.

Page 4, Paragraph 11, replaced by the following:

- A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts, or omissions of CONTRACTOR's officers, directors, agents, employees or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts, or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.
- C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors and CONTRACTOR's subcontractors.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2012

TO: June 30, 2013

SCHEDULE OF FEES:

Pursuant to Welfare and Institutions Code Section 5902(e), reimbursement for basic services shall be at the rate established by the State Department of Health for nursing facilities plus the rate established for special treatment (patch rates). Current daily rate \$50.00 Leave of Absence shall be paid at the rate pursuant to the IMD Per Diem rates, Note 2. In addition, County shall pay \$45.00 per month for personal needs money.

Attachments: DMH Information Notice
IMD Per Diem Rates

CRESTWOOD BEHAVIORAL HEALTH INC

07/01/2012

TOTAL WITH ENHANCED SERVICES**IMD 18-64**

		BASIC	ENHANCED	TOTAL
VALLEJO	(37 BED)	171.80	17.00	188.80
		171.80	30.00	201.80
		171.80	50.00	221.80
		171.80	80.00	251.80
REDDING GTC		171.80	10.00	181.80
		171.80	20.00	191.80
		171.80	40.00	211.80
		171.80	50.00	221.80

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

TOTAL WITH ENHANCED SERVICES

NON IMD 18-64

STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	171.80	14.00	185.80
EUREKA ***			50.00	50.00
			100.00	100.00
			130.00	130.00
	NON MEDI CAL	171.80	50.00	221.80
	NON MEDI CAL	171.80	100.00	271.80
	NON MEDI CAL	171.80	130.00	301.80
MODESTO			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	171.80	14.00	185.80
FREMONT GTC	NON MEDI CAL	199.20	118.00	317.20
	NEURO-BHAV		118.00	118.00
	CONVERSION(REQUIRES PRIV ROOM)			257.34
CRESTWOOD MANOR FREMONT		0.00	28.00	28.00
		0.00	50.00	50.00
			80.00	80.00
			118.00	118.00

*** It is anticipated that Eureka will be converted to a SNF/non-IMD sometime after July 1, 2012 at which time the above rates will be in effect. The MHRC rates will remain in effect until the conversion.

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	182.00
	SUB ACUTE	221.00
SAN JOSE		218.00
	PREGNANT	227.00
VALLEJO	LEVEL 1	269.00
	LEVEL 2	229.00
	LEVEL 3	203.00
	LEVEL 4	191.00
ANGWIN	LEVEL 1	261.00
	LEVEL 2	208.00
	LEVEL 3	170.00
BAKERSFIELD	LEVEL 1	221.00
	LEVEL 2	489.00
EUREKA		230.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2012

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	756.00
SAN JOSE	850.00
INDIGENT	950.00
KERN	750.00
KERN 2	850.00
FRESNO	
AMERICAN RIVER	750.00

CRESTWOOD BEHAVIORAL HEALTH INC

07/01/2012

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA) DAY TREATMENT	120.00
RCFE	88.00
OUR HOUSE	100.00
BRIDGE(KERN)	160.00
AMERICAN RIVER RESIDENTIAL	100.00
PLEASANT HILL BRIDGE	100.00
PLEASANT HILL PATHWAYS	155.00
FRESNO	160.00
VALLEJO RCFE	100.00

CRESTWOOD BEHAVIORAL HEALTH, INC

07/01/2012

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
VALLEJO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
MODESTO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
REDDING GTC	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	20.00	20.00
	28.00	28.00
	50.00	50.00

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 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 D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2012

TO: June 30, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

4

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

FROM: Health and Human Services

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: California Institute of Mental Health Aggression Replacement Training Contract

DEPARTMENTAL RECOMMENDATION: Request Board approve the contract between the County of Inyo and California Institute of Mental Health (CIMH) for facilitator certification training in Aggression Replacement Training (ART) in an amount not to exceed \$15,300 for the period of March 11, 2013 through March 10, 2014, contingent upon approval of future budgets, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement.

CAO RECOMMENDATION:

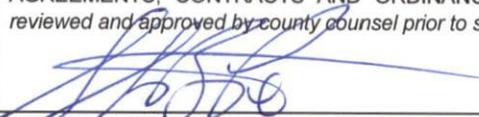
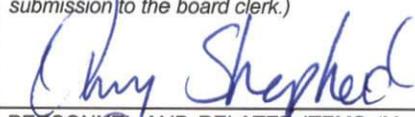
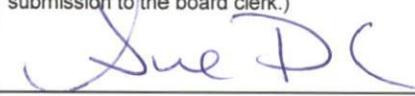
SUMMARY DISCUSSION: We are requesting permission to establish a learning collaborative to implement ART in a number of settings in our community. ART is a multimodal intervention strategy targeted toward youth and young adults developed to address aggressive behavior. This evidence-based program consists of three components; a curriculum to teach pro-social behavior, an anger control training, and a moral reasoning training to help motivate the youth to use the other components. We propose to train six to eight providers to be facilitators of ART groups. After an initial 2 day training, there is an ongoing learning collaborative with 12 months of consultation and support from the ART trainers to implement and ensure fidelity to the model. Behavioral Health and Probation have worked together to identify persons to become facilitators of ART and to prepare for implementation. Proposed facilitators include representation from Jill Kinmont Boothe School (JKBS), Toiyabe Family Services, Children's Social Services, the Juvenile Center and Behavioral Health. Trained facilitators will work in pairs to each offer two ART groups within the 12 month period for a total of 6 groups during this time period. The groups will occur over a 10-16 week period with initial group offerings at the Juvenile Center, Probation and JKBS.

The all-inclusive contract amount for the establishment of the Learning Collaborative to train the participants over the 12 month period is \$12,000. An additional amount of \$3,300 is requested for one provider to be trained as an agency "train the trainer". This ensures that the collaborative can continue to provide the training of facilitators as the program moves forward. A Behavioral Health staff member has been identified to participate in this agency training at a separate time and location.

ALTERNATIVES: Your Board could deny this contract. This would result in an inability to access this effective tool in addressing aggression in youth.

OTHER AGENCY INVOLVEMENT: Probation, Child Welfare/Wraparound, County Superintendent of Schools, and Toiyabe Family Services

FINANCING: The Mental Health Services Act Workforce Education Training funds will cover the cost of this contract. This contract is budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/27/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/5/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>3/6/13</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3-6-13

AGREEMENT BETWEEN COUNTY OF INYO
AND California Institute for Mental Health
FOR THE PROVISION OF Aggression Replacement Training SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Aggression Replacement Training services of California Institute for Mental Health (CIMH) of Sacramento, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from March 11, 2013 to March 10, 2014 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 \$15,300.00 Fifteen Thousand Three Hundred 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 all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Behavioral Health	Department
<u>162 J Grove Street</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
California Institute for Mental Health	Name
<u>2125 19th Street, 2nd Floor</u>	Street
<u>Sacramento, CA 95818</u>	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND California Institute for Mental Health
FOR THE PROVISION OF Aggression Replacement Training **SERVICES**

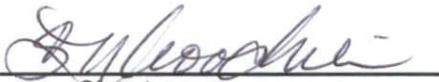
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Signature

Sandra Naylor Gooden PhD
Print or Type Name

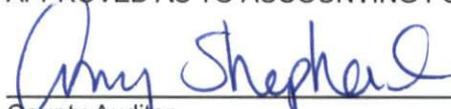
Dated: 2-15-13

APPROVED AS TO FORM AND LEGALITY:



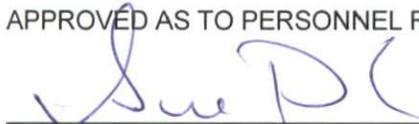
County Counsel

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 California Institute for Mental Health
FOR THE PROVISION OF Aggression Replacement Training SERVICES**

TERM:

FROM: March 11, 2013 **TO:** March 10, 2014

SCOPE OF WORK:

SCOPE OF WORK- ESTABLISHING A NEW ART® TEAM: CIMH will provide Aggression Replacement Training® Community Development Team (CDT) training and consultation services including the Aggression Replacement Training® curriculum. The CDT will include Clinical Trainings, Teleconference Coaching, and Evaluation Support as follows:

- 2-day clinical training
- 1-day booster training
- 16 consultation calls for every cluster (5-8 practitioners per cluster)
- 2 videotape reviews per practitioner
- 1 ART book per practitioner
- 1 set of skillstreaming cards per cluster (5-8 practitioners)
- 1 Training video per site
- Fidelity checklists
- Administrator's calls (monthly)
- Program Performance Dashboard Outcome Evaluation Reports

SCOPE OF WORK - ART® AGENCY TRAINER TRAINING: CIMH will provide Aggression Replacement Training® Community Development Team (CDT) training and consultation services including the Aggression Replacement Training® curriculum. The CDT will include

- Preparation conference call
- 2-day training
- Agency-trainer handout
- 3 videotape excerpts from each agency-trainers initial training with their own trainee cluster
- 15 consultation calls
- 1 videotape review per agency-trainers trainees (not less than 2 or more than 8 trainees)

CIMH or their contractor agree to execute the Business Associates Agreement attached (hereto as Attachment E) in compliance with HIPAA.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Institute for Mental Health
FOR THE PROVISION OF Aggression Replacement Training SERVICES**

TERM:

FROM: March 11, 2013

TO: March 10, 2014

SCHEDULE OF FEES:

COMPENSATION AND TERMS OF PAYMENT: CiMH will be paid a total of \$12,000.00 to provide Aggression Replacement Training Community Development Team training and consultation services including the Aggression Replacement Training curriculum for 5 – 8 practioners and a manager.
CiMH will be paid a total of \$3,300.00 to provide Art Agency Trainer Training for one person.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Institute for Mental Health
FOR THE PROVISION OF Aggression Replacement Training SERVICES**

TERM:

FROM: March 11, 2013

TO: March 10, 2014

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 California Institute for Mental Health
FOR THE PROVISION OF Aggression Replacement Training SERVICES**

TERM:

FROM: March 11, 2013

TO: March 10, 2014

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Institute for Mental Health
FOR THE PROVISION OF Aggression Replacement Training SERVICES**

TERM:

FROM: March 11, 2013

TO: March 10, 2014

BUSINESS ASSOCIATE AGREEMENT

1 A. Contractor(s) shall be permitted to use PHI and/or ePHI disclosed to it by the
2 County/Agency/Individual:
3

4 (1) On behalf of the County/Agency/Individual, or to provide services to the
5 County/Agency/Individual for the purposes contained herein, if such use or
6 disclosure would not violate the Privacy Rule and/or Security Rule;
7

8 (2) As necessary to perform any and all of its obligations under the Underlying
9 Agreement.
10

11 B. Unless otherwise limited herein, in addition to any other uses and/or disclosures
12 permitted or authorized by this Addendum or required by law, Contractor(s) may:
13

14 (1) Use the PHI and/or ePHI in its possession for its proper management and
15 administration and to fulfill any legal obligations.
16

17 (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of
18 Contractor(s)'s proper management and administration or to fulfill any legal
19 responsibilities of Contractor(s). Contractor(s) may disclose PHI and/or ePHI as
20 necessary for Contractor(s)'s operations only if:
21

22 (a) The disclosure is required by law; or
23

24 (b) Contractor(s) obtains written assurances from any person or organization to
25 which Contractor(s) will disclose such PHI and/or ePHI that the person or
26 organization will:
27

28 (i) Hold such PHI and/or ePHI in confidence and use or further disclose it
29 only for the purpose of which Contractor(s) disclosed it to the third party,
30 or as required by law; and,
31

32 (ii) The third party will notify Contractor(s) of any instances of which it
33 becomes aware in which the confidentiality of the information has been
34 breached.
35

36 (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or ePHI with that of
37 other data for the purpose of providing County/Agency/Individual with data
38 analyses related to the Underlying Agreement, or any other purpose, financial or
39 otherwise, as requested by County.
40

41 (4) Not disclose PHI and/or ePHI disclosed to Contractor(s) by
42 County/Agency/Individual not authorized by the Underlying Agreement or this
43 Addendum without patient authorization or de-identification of the PHI and/or
44 ePHI as authorized in writing by County.
45

- 1 A. Contractor(s) agrees that it will neither use nor disclose PHI and/or ePHI it receives
2 from County/Agency/Individual, nor from another business associate of
3 County/Agency/Individual, except as permitted or required by this Addendum, or as
4 required by law, or as otherwise permitted by law.
5 B. Notwithstanding the foregoing, in any instance where applicable state and/or federal
6 laws and/or regulations are stricter in their requirements than the provisions of
7 HIPAA and prohibit the disclosure of mental health, and/or substance abuse records,
8 the applicable state and/or federal laws and/or regulations shall control the disclosure
9 of records.

10
11 3. Obligations of County/Agency/Individual.
12

- 13 A. County/Agency/Individual agrees that it will make its best efforts to promptly notify
14 Contractor(s) in writing of any restrictions on the use and disclosure of PHI and/or
15 ePHI agreed to by County/Agency/Individual that may affect Contractor(s)'s ability
16 to perform its obligations under the Underlying Agreement, or this Addendum.
17
18 B. County/Agency/Individual agrees that it will make its best efforts to promptly notify
19 Contractor(s) in writing of any changes in, or revocation of, permission by any
20 individual to use or disclose PHI and/or ePHI, if such changes or revocation may
21 affect Contractor(s)'s ability to perform its obligations under the Underlying
22 Agreement, or this Addendum.
23
24 C. County/Agency/Individual agrees to make its best efforts to promptly notify
25 Contractor(s) in writing of any known limitation(s) in its notice of privacy practices
26 to the extent that such limitation may affect Contractor(s)'s use or disclosure of PHI
27 and/or ePHI.
28
29 D. County/Agency/Individual shall not request Contractor(s) to use or disclose PHI
30 and/or ePHI in any manner that would not be permissible under the Privacy Rule
31 and/or Security Rule.
32
33 E. County/Agency/Individual will obtain any authorizations necessary for the use or
34 disclosure of PHI and/or ePHI, so that Contractor(s) can perform its obligations under
35 this Addendum and/or the Underlying Agreement.
36

37 4. Obligations of Contractor(s). In connection with its use of PHI and/or ePHI disclosed by
38 County/Agency/Individual to Contractor(s), Contractor(s) agrees to:

- 39
40 A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or
41 as required by law.
42
43 B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or
44 ePHI other than as provided for by this Addendum.
45

- 1 C. To the extent practicable, mitigate any harmful effect that is known to Contractor(s)
2 of a use or disclosure of PHI and/or ePHI by Contractor(s) in violation of this
3 Addendum.
4
5 D. Report to County/Agency/Individual any use or disclosure of PHI and/or ePHI not
6 provided for by this Addendum of which Contractor(s) becomes aware.
7
8 E. Require sub-contractor or agents to whom Contractor(s) provides PHI and/or ePHI to
9 agree to the same restrictions and conditions that apply to Contractor(s) pursuant to
10 this Addendum.
11
12 F. Use appropriate administrative, technical and physical safeguards to prevent
13 inappropriate use or disclosure of PHI and/or ePHI created or received for or from the
14 County.
15
16 G. Obtain and maintain knowledge of the applicable laws and regulations related to
17 HIPAA, as may be amended from time to time.
18
19 5. Access to PHI, Amendment and Disclosure Accounting. Contractor(s) agrees to:
20
21 A. Provide access, at the request of County/Agency/Individual, within five (5) days, to
22 PHI in a Designated Record Set, to the County/Agency/Individual, or to an Individual
23 as directed by the County/Agency/Individual.
24
25 B. To make any amendment(s) to PHI in a Designated Record Set that the
26 County/Agency/Individual directs or agrees to at the request of
27 County/Agency/Individual or an Individual within sixty (60) days of the request of
28 County.
29
30 C. To assist the County/Agency/Individual in meeting its disclosure accounting under
31 HIPAA:
32
33 1. Contractor(s) agrees to document such disclosures of PHI and information related
34 to such disclosures as would be required for the County/Agency/Individual to
35 respond to a request by an Individual for an accounting of disclosures of PHI.
36
37 2. Contractor(s) agrees to provide to County/Agency/Individual, within sixty (60)
38 days, information collected in accordance with this section to permit the
39 County/Agency/Individual to respond to a request by an Individual for an
40 accounting of disclosures of PHI.
41
42 D. Make available to the County/Agency/Individual, or to the Secretary of Health and
43 Human Services, Contractor(s)'s internal practices, books and records relating to the
44 use of and disclosure of PHI for purposes of determining Contractor(s)'s compliance
45 with the Privacy Rule, subject to any applicable legal restrictions.
46

1 E. Within thirty (30) days of receiving a written request from
2 County/Agency/Individual, make available any and all information necessary for
3 County/Agency/Individual to make an accounting of disclosures of County PHI by
4 Contractor(s).
5

6 F. Within thirty (30) days of receiving a written request from
7 County/Agency/Individual, incorporate any amendments or corrections to the PHI in
8 accordance with the Privacy Rule in the event that the PHI in Contractor(s)'s
9 possession constitutes a Designated Record Set.
10

11 G. Not make any disclosure of PHI that County/Agency/Individual would be prohibited
12 from making.
13

14 6. Access to ePHI, Amendment and Disclosure Accounting. In the event Contractor(s)
15 needs to create or have access to County/Agency/Individual ePHI, Contractor(s) agrees
16 to:
17

18 A. Implement and maintain reasonable and appropriate administrative, physical, and
19 technical safeguards to protect the confidentiality of, the integrity of, the availability
20 of, an authorized persons' accessibility to, County/Agency/Individual ePHI as
21 applicable under the terms and conditions of the Underlying Agreement. The ePHI
22 shall include that which the Contractor(s) may create, receive, maintain, or transmit
23 on behalf of the County/Agency/Individual.
24

25 B. Ensure that any agent, including a subcontractor, to whom Contractor(s) provides
26 ePHI agrees to implement reasonable and appropriate safeguards.
27

28 C. Report to County/Agency/Individual any security incident of which Contractor(s)
29 becomes aware that concerns County ePHI.
30

31 7. Term and Termination.
32

33 A. Term – this Addendum shall commence upon the Effective Date and terminate upon
34 the termination of the Underlying Agreement, except as terminated by
35 County/Agency/Individual as provided herein.
36

37 B. Termination for Breach – County/Agency/Individual may terminate this Addendum,
38 effective immediately, without cause, if County/Agency/Individual, in its sole
39 discretion, determines that Contractor(s) has breached a material provision of this
40 Addendum. Alternatively, County/Agency/Individual may choose to provide
41 Contractor(s) with notice of the existence of an alleged material breach and afford
42 Contractor(s) with an opportunity to cure the alleged material breach. In the event
43 Contractor(s) fails to cure the breach to the satisfaction of County/Agency/Individual
44 in a timely manner, County/Agency/Individual reserves the right to immediately
45 terminate this Addendum.
46

1 C. Effect of Termination – upon termination of this Addendum, for any reason,
2 Contractor(s) shall return or destroy all PHI and/or ePHI received from the
3 County/Agency/Individual, or created or received by Contractor(s) on behalf of
4 County/Agency/Individual, and, in the event of destruction, Contractor(s) shall certify
5 such destruction, in writing, to County/Agency/Individual. This provision shall apply
6 to all PHI and/or ePHI which is in possession of subcontractors or agents of
7 Contractor(s). Contractor(s) shall retain no copies of the PHI and/or ePHI.
8

9 D. Destruction not Feasible – in the event that Contractor(s) determines that returning or
10 destroying the PHI and/or ePHI is not feasible, Contractor(s) shall provide written
11 notification to County/Agency/Individual of the conditions which make such return or
12 destruction not feasible. Upon determination by Contractor(s) that return or
13 destruction of PHI and/or ePHI is not feasible, Contractor(s) shall extend the
14 protections of this Addendum to such PHI and/or ePHI and limit further uses and
15 disclosures of such PHI and/or ePHI to those purposes which make the return or
16 destruction not feasible, for so long as Contractor(s) maintains such PHI and/or ePHI.
17

18 8. Hold Harmless/Indemnification
19

20 Contractor(s) shall indemnify and hold harmless all Agencies, Districts, Special Districts
21 and Departments of the County, their respective directors, officers, Board of Supervisors,
22 elected and appointed officials, employees, agents and representatives from any liability
23 whatsoever, based or asserted upon any services of Contractor(s), its officers, employees,
24 subcontractors, agents or representatives arising out of or in any way relating to this
25 Addendum, including but not limited to property damage, bodily injury, or death or any
26 other element of any kind or nature whatsoever including fines, penalties or any other
27 costs and resulting from any reason whatsoever arising from the performance of
28 Contractor(s), its officers, agents, employees, subcontractors, agents or representatives
29 from this Addendum. Contractor(s) shall defend, at its sole expense, all costs and fees
30 including but not limited to attorney fees, cost of investigation, defense and settlements
31 or awards all Agencies, Districts, Special Districts and Departments of the County, their
32 respective directors, officers, Board of Supervisors, elected and appointed officials,
33 employees, agents and representatives in any claim or action based upon such alleged
34 acts or omissions.
35

36 With respect to any action or claim subject to indemnification herein by Contractor(s),
37 Contractor(s) shall, at their sole cost, have the right to use counsel of their choice, subject
38 to the approval of County/Agency/Individual, which shall not be unreasonably withheld,
39 and shall have the right to adjust, settle, or compromise any such action or claim without
40 the prior consent of County/Agency/Individual; provided, however, that any such
41 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
42 Contractor(s)'s indemnification to County/Agency/Individual as set forth herein.
43 Contractor(s)'s obligation to defend, indemnify and hold harmless
44 County/Agency/Individual shall be subject to County/Agency/Individual having given
45 Contractor(s) written notice within a reasonable period of time of the claim or of the
46 commencement of the related action, as the case may be, and information and reasonable

1 assistance, at Contractor(s)'s expense, for the defense or settlement thereof.
2 Contractor(s)'s obligation hereunder shall be satisfied when Contractor(s) has provided to
3 County/Agency/Individual the appropriate form of dismissal relieving
4 County/Agency/Individual from any liability for the action or claim involved.
5

6 The specified insurance limits required in the Underlying Agreement of this Addendum
7 shall in no way limit or circumscribe Contractor(s)'s obligations to indemnify and hold
8 harmless the County/Agency/Individual herein from third party claims arising from the
9 issues of this Addendum.

10
11 In the event there is conflict between this clause and California Civil Code Section 2782,
12 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall
13 not relieve the Contractor(s) from indemnifying the County/Agency/Individual to the
14 fullest extent allowed by law.

15
16 In the event there is a conflict between this indemnification clause and an indemnification
17 clause contained in the Underlying Agreement of this Addendum, this indemnification
18 shall only apply to the subject issues included within this Addendum.
19

20 **9. General Provisions.**

- 21
22 A. Amendment – the parties agree to take such action as is necessary to amend this
23 Addendum from time to time as is necessary for County/Agency/Individual to
24 comply with the Privacy Rule, Security Rule, and HIPAA generally.
25
26 B. Survival – the respective rights and obligations of this Addendum shall survive the
27 termination or expiration of this Addendum.
28
29 C. Regulatory References – a reference in this Addendum to a section in the Privacy
30 Rule and/or Security Rule means the section(s) as in effect or as amended.
31
32 D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be
33 resolved to permit County/Agency/Individual to comply with the Privacy Rule,
34 Security Rule, and HIPAA generally.
35
36 E. Interpretation of Addendum – this Addendum shall be construed to be a part of the
37 Underlying Agreement as one document. The purpose is to supplement the
38 Underlying Agreement to include the requirements of HIPAA.
39
40
41
42
43
44
45
46

1 IN WITNESS WHEREOF, the parties hereto have executed this Addendum as set forth below:
2
3

4 CALIFORNIA INSTITUTE OF
5 MENTAL HEALTH

COUNTY/AGENCY/INDIVIDUAL

6
7 By: 

By: _____

8
9
10 Date: 2.26.13

Date: _____

11
12
13



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: Arthur J. Maillet, District Attorney

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Request Authorization to increase Level of Salary for newly hired District Attorney Criminal Investigator I from Range SB71, Step C to Criminal Investigator I SB71 Step E (\$5,832.00).

DEPARTMENTAL RECOMMENDATION:

Request authorization to approve the E Step for newly hired District Attorney Criminal Investigator I SB71 Step E (\$5,832.00).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board approved the hiring of the District Attorney Criminal Investigator I or II on August 7, 2012. The Inyo County District Attorney's Office hired Criminal Investigator Richard Beall, an experienced and qualified Police Officer from the Bishop Police Department on December 6, 2012. Investigator Beall has over seven (7) years of law enforcement experience, possesses an Intermediate P.O.S.T. Certificate, and will be receiving his Advanced P.O.S.T. Certificate within the coming year. The District Attorney's Office is requesting an increase in Investigator Beall's pay Range SB71, Step E (\$5,832.00).

ALTERNATIVES:

Don't authorize increase to step E.

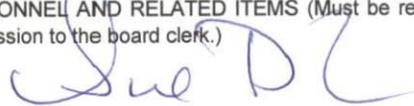
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

District Attorney Safety Budget Number 022410.

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: <input checked="" type="checkbox"/> _____ Date <u>3/1/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> _____ Date <u>2/28/13</u>

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

Date: 3/4/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 6
--

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

FROM: County Administrator – Personnel

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Request to hire Senior Deputy County Administrator at Step E.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve hiring a Senior Deputy County Administrator at Step E (\$8,540 per month).

SUMMARY DISCUSSION:

The Fiscal Year 2012-2013 Manpower Report, approved by the Board of Supervisors as part of the Fiscal Year 2012-2013 County Budget, authorizes one (1) Deputy County Administrator position and one (1) Senior Deputy County Administrator position. Both positions are currently vacant.

In December 2011, the Board of Supervisors approved new job descriptions for Deputy County Administrator, Senior Deputy County Administrator, and Assistant County Administrator. And, following a strong recruitment effort that lasted throughout the spring, the Board approved hiring a Senior Deputy County Administrator in May, after changing the department's authorized staffing from two (2) Deputy County Administrator positions to one (1) Deputy County Administrator position and one (1) Senior Deputy County Administrator position. The Senior Deputy Administrator position was filled in June, but was vacated and has been vacant since last July.

On December 11, 2012, the Board of Supervisors authorized filling one (1) of the two (2) vacant positions, as either a Deputy County Administrator position, Range 88 (6,370 - \$7,740) up to a Step E, OR a Senior Deputy County Administrator position, Range 92 (\$7,026 - \$8,540) depending on the qualifications of the selected candidate as determined by the County Administrator. The board also designated and authorized the County Administrator to sign a personal services contract with the successful candidate.

The second recruitment for the position, which closed in February, resulted in the County receiving 44 applications for the position. A three (3) person screening panel identified four (4) applicants it considered to be the strongest candidates for the position. These four (4) applicants were invited to participate in a written exercise and preliminary interview with the panel. One applicant declined the invitation, and another withdrew from the interview process following the written exam. Of the two remaining candidates, the interview panel identified one possessing the skills and experience to succeed in the position, and that individual was invited to a second interview with the County Administrator.

During the two-hour, 24-question second interview, it became evident that the candidate was the highest caliber of any applicants interviewed during the 2012 or 2013 recruitment efforts. In addition to proven quality work experience and exceptional skills, she demonstrated character and presence that I believe will make her an ideal member of the County's administrative team; allowing her to work effectively with staff, elected and appointed department heads, and your Board, and make an immediate and positive contribution to the County. I have offered her the position of Senior Deputy County Administrator Step C (\$7,740 per month), and she has accepted the position conditioned on my seeking your Board's approval to appoint her at Step E.

County Policy permits the County Administrator to make personnel appointments at up to Step C, however, appointing personnel at Step D or Step E requires approval from the Board of Supervisors. Should your Board approve filling the Senior Deputy County Administrator position at Step E, as is being requested, the candidate will still be accepting \$1,000 a month reduction in pay to come to work for the County.

If approved, the position will meet the immediate need to fill the vacancy created by the retirement of the longtime incumbent Deputy County Administrator last February and, at least initially, be assigned responsibility for managing the County's Integrated Waste Management, Motor Pool and Parks programs. However, it remains my intention to also assign this position responsibility for managing the County's Eastern California Museum and Library divisions in an effort to more closely align these services with our Parks program in, what I hope will be the first step toward the County of Inyo offering more integrated recreational and cultural programming for our communities.

Additionally, I will still be looking toward this position to assist me in pursuing special projects and initiatives, both large and small, to enhance departmental output and the level of benefit provided to our community, your Board, and County departments. I also expect this position to work with me to actively examine the current organization of the department and make recommendations to improve efficiencies and reduce costs and/or enhance services.

ALTERNATIVES:

Your Board could decide not to approve filling the position at Step E and, instead, authorize filling the position at Step D. Or, your Board may choose to withhold filling the position at Step D or Step E. Neither alternative is recommended however, because having at least one (1) of the (2) currently authorized Deputy County Administrator positions filled is absolutely essential for the County Administrator Department to adequately and reasonably operate its more than 13 divisions, offices, and program areas.

OTHER AGENCY INVOLVEMENT:

The position will function in support of your Board's priorities, all County departments, County relations with other agencies, and the community at large.

FINANCING:

There is sufficient funding for both positions in the remainder Fiscal Year 2012-2013 County Budget. Leaving the position vacant will continue to generate salary savings in the County Budget.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <i>Leslie L. Chapman</i> Approved: <input checked="" type="checkbox"/> Date <u>3/14/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

[Handwritten Signature]

Date: 3/14/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: Public Works

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Inyo County Jail Building – Replacement of Dryvit System Expansion Joints Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board approve the plans and specifications for the County Jail Building, Independence Replacement of Dryvit System Expansion Joints Project;
2. Authorize the Interim Public Works Director to advertise and bid the Project;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The FY 2012/2013 Public Works / Deferred Maintenance Budget has included this project among several other Deferred Maintenance projects.

This project is required because of deteriorating Dryvit System exterior jail building wall expansion joints which are in various stages of sealant degradation failure. These expansion joints are now allowing moisture to enter into various interior portions of the building. In recent years County maintenance staff have attempted to address these leaking building joints with varying success but an overall removal and replacement of the entire exterior expansion joint sealant system is now required to adequately address this situation. This project will also address leaking exterior windows at the County jail building by removing and replacing the exterior window frame sealant materials.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended because this project is needed to address failing weatherproofing at the County Jail Building and funds are currently available.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans, specifications and bid package.

FINANCING:

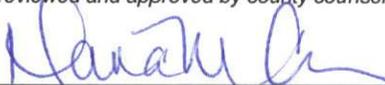
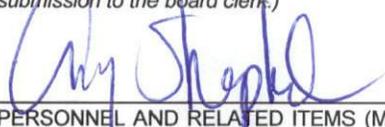
The funds for this project will be provided through the Deferred Maintenance Budget 011501, Object Codes 5191 "Maintenance of Structures", and 5124 "External Charges"

March 12, 2013

Agenda Request Form: County Jail Bldg., Replacement of Dryvit System Expansion Joints Project

Page 2 of 2

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3-1-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3-12-13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>N/A</u> Approved: _____ Date _____

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



Date: 3-13-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

8

FROM: Inyo County Child Support

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Review and approve reorganization of the Eastern Sierra Child Support Agency by deleting an Assistant Director position which is vacant and approve the addition of a child support officer I position and authorize recruitment.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the reorganization of the Eastern Sierra Department of Child Support by:

- (a) Decreasing the authorized strength in the Department by deleting the Assistant Director position (Range 78, Step E); and
- (b) Increasing the authorized strength in the Department by adding a Child Support Officer I position (Range 57 \$3,046 - \$3,701); and
- (c) Request Board find that consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for the position of Child Support Specialist I exists, as certified by the Child Support Director and concurred with by the County Administrator and the Auditor-Controller; 2) 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 more appropriate to ensure qualified applicants apply; 3) Approve the hiring of one Child Support Specialist I, (Range 57 \$3,046 - \$3,701).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As you are aware, we regionalized in 2011. In 2010 we had 11 Full Time Employees between the Inyo and Mono County Child Support Agencies. We now have 8 full time employees in the region.

On the administrative side, there were 2 full time directors working between the two agencies in 2010. As of regionalization there is 1 director. Historically there was an Assistant Director in Inyo County who retired on or about December 2008, that position has never been re-filled.

Currently, we have 3 caseworkers and one caseworker supervisor position. The caseworker supervisor maintains a caseload at this time. This limits her ability to supervise the implementation of best practices in our casework region-wide and ensure continuity between the two office branches and among casework. In addition, as we continue to have caseworker attrition, the supervisor needs to undertake additional caseloads which cripples our agency-wide training and supervision of casework. As such, I am requesting the approval of a caseworker be added to the staffing thereby allowing the caseworker supervisor to undertake mainly supervisory duties.

Current budgeted authorized positions within the Inyo County Child Support Agency reflect an authorized strength of the following positions: Director/Attorney; Assistant Director (vacant); Senior Staff Analyst (1 filled and 1 vacant); Child Support Supervisor; Child Support Officer III; Child Support Officer II; Child Support Officer I (vacant); Account Technician II; and an Office Assistant II for a total of 10 positions.

As this budget item requests, your Director recommends hiring an additional caseworker and thereby allowing the supervisor in the office to undertake a greater supervisory and training role which is imperative for the region to ensure consistency and best practices among casework. We would by this same budget item, reorganize the agency to delete the Assistant Director position and request approval to recruit for an additional caseworker. An additional caseworker will provide increased customer contact and increased collection efforts on behalf of our over 1500 cases.

Merit System Services has preliminarily authorized this recruitment and regional organizational charts are being provided to your Board for review in conjunction with this agenda item. Our Department of Child Support Services Regional Administrator, Mary-Jones Lawrence has also been contacted and has no opposition to this request.

ALTERNATIVES:

Your Board could decline this this request. This is not recommended, as the Eastern Sierra Department of Child Support Services is required to maintain two offices and supervise cases, and staff in both offices. By allowing the child support agency to fill an additional caseworker position, this assists your agency in increasing services to the constituents of the region and collections on behalf of our local families. In the alternative, your Board could delete the Fiscal Staff Services Analyst Position instead of the Assistant Director position.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding for this position will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for in the Board approved 2012-2013 budgets.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: _____	Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>3/11/13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>✓</u>	Date <u>3/8/13</u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 3/8/13
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Request to hire a Health and Human Services Specialist.

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for the position of Health and Human Services Specialist (HHS Specialist) exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) 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 if none are found on an existing eligibility list; and
- C) approve the hiring of one HHS Specialist at Range 53 (\$2,779 - \$3,380).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Recently, a HHS Specialist in the Child Welfare program accepted a position in another HHS division, leaving one of the three HHS Specialist positions vacant. The HHS Specialists assist CPS Social Workers by providing transportation for visits between parents and children, transporting children to court or other appointments as required, ensuring all Child Welfare data is entered into the CWS/CMS computer system, providing visitation monitoring between parents and children, as well as many other duties. HHS Specialist in CPS may also be cross-trained to cover HHS Specialist duties in Adult Social Services and ESAAA.

ALTERNATIVES:

The Board could choose not to authorize the hiring of the HHS Specialist position. This would severely impact the division's ability to perform all court ordered duties of the Child Welfare division, maintain timely data entry and reporting in child welfare, and provide support to the social work staff.

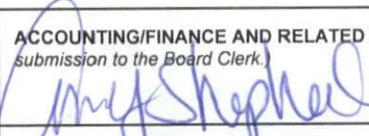
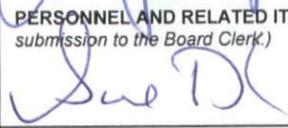
OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Sheriff's Office, Bishop Police Department.

FINANCING:

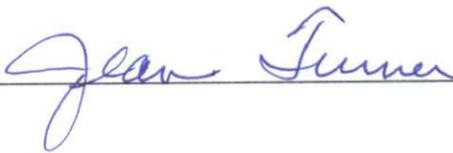
State and Federal funding, and Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes (5001-5043). No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ 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: <input checked="" type="checkbox"/> _____ Date: <u>3-5-13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <input checked="" type="checkbox"/> _____ Date: <u>3/4/13</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-6-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Approve the Contract between County of Inyo and Victor Treatment Center.

DEPARTMENTAL RECOMMENDATION: Request Board ratify the contract between the County of Inyo and Victor Treatment Center for the provision of mental health services in an amount not to exceed \$25,000.00 for the period of February 1, 2013 to June 30, 2013.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is coming to you late due to the need for a change in placement for an Inyo County youth. It is necessary to identify and secure the appropriate placement and then to work on the contract for the associated treatment services. This contract is for intensive mental health services that are provided by Victor Treatment Center. Prior to placement, the team agreed that a change in placement was required to best meet the youth's current treatment needs. The multidisciplinary team including behavioral health, probation, schools, Kern Regional Center, child welfare and the parents, had spent a lengthy period of time assessing the needs of the youth. This youth had been placed in a high-level residential treatment facility after he has had an extended period of time in the Juvenile center, as well as several previous placements. This youth is also in need of a "non-public school" setting to meet his educational needs. These services as well as intensive mental health services are provided in the residential setting. Victor Treatment Center has been an Organizational Provider of mental health services for Inyo County in the past and provides an Intensive Day Treatment Program, Day Rehabilitation, and Medication Monitoring in addition to the residential program. The Organizational Provider status allows us to maximize Medi-Cal reimbursement. County staff members authorize treatment and review all documentation for compliance with Medi-Cal standards. The county staff members also maintain very close contact with the youth, family and the placement facilities to ensure care and placement in the least restrictive setting.

ALTERNATIVES:

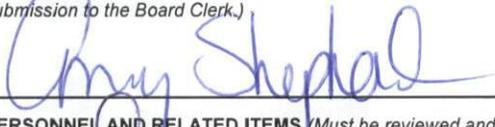
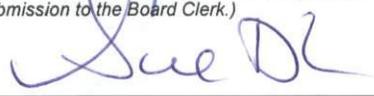
Your Board could choose not to ratify this contract. This would result in a loss of access to a placement for this youth and could lead to a prolonged hospitalization or extended stay in a Juvenile Detention Facility.

OTHER AGENCY INVOLVEMENT:

Child Welfare, Juvenile Probation, Schools, Kern Regional Center

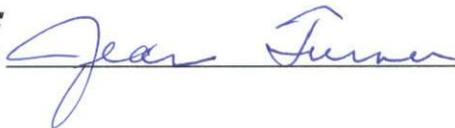
FINANCING:

Mental Health Realignment and reimbursement will again be pursued for MediCal eligible services provided by the group home. This expense is budgeted in Mental Health (045200) in Support and Care (5508). Reimbursement as appropriate will also be pursued from the Educationally-Related Mental Health Services funds administered by the schools. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes 3/1/2013</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes 3/5/13</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓ 3/6/13</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-6-13

AGREEMENT BETWEEN COUNTY OF INYO
AND Victor Treatment Center
FOR THE PROVISION OF MENTAL HEALTH SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Victor Treatment Center (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 Gail Zwier, Ph.D., whose title is: Behavioral Health Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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 02/01/2013 to 06/30/2013, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$25,000.00 (Twenty 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.

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 D, 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.

B. 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.

C. 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 Workers' 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 E 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 anyone 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 seven (7) years from the termination or completion

of this Agreement unless otherwise provided in Attachment A. 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.

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

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, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. 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	
Behavioral Health	Department
162 J Grove Street	Address
Bishop, CA 93514	City and State

Contractor:	
Victor Treatment Center	Name
1360 East Lassen Avenue	Address
Chico, California 95973	City and State

26. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Victor Treatment Center
FOR THE PROVISION OF MENTAL HEALTH SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

Lenny R. Verserck
Print or Type Name

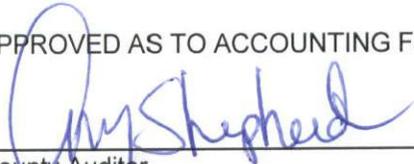
Dated: 2/12/13

APPROVED AS TO FORM AND LEGALITY:



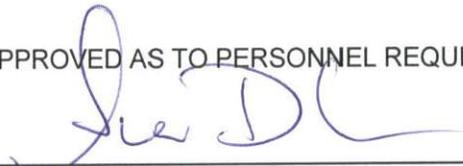
County Counsel

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 Victor Treatment Center

FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: February 1, 2013

TO: June 30, 2013

SCOPE OF WORK

1. Contractor Is: (Check One)

An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (BHS) or State Department of Mental Health.

A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the CONTRACTOR.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through

appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. ~~Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.~~ *RD 2/2/13*

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medical Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by BHS may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to BHS the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

2. Every I/A must meet the following criteria:

i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.

ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.

iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.

3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.

4. Documentation of required supervision shall be provided to BHS upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of 7 years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for seven (7) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. ~~Contractor shall forward original entries to BHS within 24 hours of service provision for incorporation into client's current chart, if requested by BHS.~~ Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.

[Handwritten signature]
2/14/13

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By BHS, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- d. In a form maintained in accordance with the general standards and BHS standards applicable to such book or record keeping.
- c. For the term and duration consistent with paragraph 5 above.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to BHS all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than BHS, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without BHS's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to BHS or maintain such information according to written procedures sent BHS by the State Department of Health Services for this purpose.

8. Patients' Rights.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (a) W&I, Divisions 5, 6, and 9;
- (b) California Code of Regulations, Title 9;
- (c) California Code of Regulations, Title 22;
- (d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to BHS such financial and other reports regarding Indigent Patient Services and other services provided to Patients as BHS shall reasonably request in writing related to BHS's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Victor Treatment Center
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

TERM:

FROM: 02/01/2013 **TO:** 06/30/2013

SCHEDULE OF FEES:

The fee for Authorized Services pursuant to this Agreement at the following rates:

VTC Rate Schedule for Fiscal Year 2012-2013

Day Treatment Intensive, Full Day	\$202.43/day of service
Day Treatment Habilitative, Full Day (Pursuant to DMH Notice 03-03)	\$131.24/day of service
Case Management	\$2.02/minute
Mental Health Services (including TBS)	\$2.61/minute
Medication Support Services (psychiatrist only)	\$4.82/minute
Crisis Intervention Services	\$3.88/minute

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Victor Treatment Center**
FOR THE PROVISION OF MENTAL HEALTH SERVICES

FROM: 02/01/2013 **TO:** 06/30/2013

**STATE DEPARTMENT OF MENTAL HEALTH
DOCUMENTATION STANDARDS FOR CLIENT RECORDS (ATTACHED)**

Documentation Standards for Client Records

The documentation standards are described below under key topics related to client care. All standards shall be addressed in the client record; however, there is no requirement that the record have a specific document or section addressing these topics.

A. Assessments

- 1. The following areas shall be included as appropriate as a part of a comprehensive client record:**
 - a. Relevant physical health conditions reported by the client shall be prominently identified and updated as appropriate.**
 - b. Presenting problems and relevant conditions affecting the client's physical health and mental health status shall be documented, for example: living situation, daily activities, and social support.**
 - c. Documentation shall describe client strengths in achieving client plan goals.**
 - d. Special status situations that present a risk to client or others shall be prominently documented and updated as appropriate.**
 - e. Documentation shall include medications that have been prescribed by mental health plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.**
 - f. Client self report of allergies and adverse reactions to medications, or lack of known allergies/sensitivities shall be clearly documented.**
 - g. A mental health history shall be documented, including: previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.**
 - h. For children and adolescents, pre-natal and perinatal events and complete developmental history shall be documented.**
 - i. Documentation shall include past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over the counter drugs.**

- j. A relevant mental status examination shall be documented.**
- k. A five axis diagnosis from the most current DSM, or a diagnosis from the most current ICD, shall be documented, consistent with the presenting problems, history, mental status evaluation and/or other assessment data.**

2. Timeliness/Frequency Standard for Assessment

The MHP shall establish standards for timeliness and frequency for the above-mentioned elements.

B. Client Plans

1. Client Plans Shall:

- a. Have specific observable and/or specific quantifiable goals.**
- b. Identify the proposed type(s) of intervention.**
- c. Have a proposed duration of intervention(s).**
- d. Be signed (or electronic equivalent) by:**
 - i. The person providing the service(s), or**
 - ii. A person representing a team or program providing services, or**
 - iii. A person representing the MHP providing services.**
- e. When the client plan is used to establish that services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category,**
 - i. A physician**
 - ii. A licensed/ "waivered" psychologist**
 - iii. A licensed/registered/waivered social worker**
 - iv. A licensed/registered/waivered marriage and family therapist or**
 - v. A registered nurse**

f. Be consistent with the diagnoses, and the focus of intervention shall be consistent with the client plan goals, and there shall be documentation of the client's participation in and agreement with the plan. Examples of documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.

i. Client signature on the plan shall be used as the means by which the MHP documents the participation of the client,

1) When the client is a long term client as defined by the MHP, and

2) The Client is receiving more than one type of service from the MHP.

ii. When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.

iii. The MHP shall give a copy of the client plan to the client on request.

2. Timeliness/Frequency of Client Plan

a. Shall be updated at least annually.

b. The MHP shall establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.

C. Progress Notes

1. Items that shall be contained in the client record related to the client's progress in treatment include:

a. The client record shall provide timely documentation of relevant aspects of client care.

b. Mental Health staff/practitioners shall use client records to document client encounters, including relevant clinical decisions and interventions.

- c. All entries in the client record shall include the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number, if applicable
- d. All entries shall include the date services were provided.
- e. The record shall be legible.
- f. The client record shall document referrals to community resources and other agencies, when appropriate.
- g. The client record shall document follow-up care, or as appropriate, a discharge summary.

2. Timeliness/Frequency of Progress Notes

Progress notes shall be documented at the frequency by type of service indicated below:

a. Every Service Contact

- i. Mental Health Services
- ii. Medical Support Services
- iii. Crisis Intervention

b. Daily

- i. Crisis Residential
- ii. Crisis Stabilization (1 x / 23hr)
- iii. Day Treatment intensive

c. Weekly

- i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.

ii. Day Rehabilitation

iii. Adult Residential

d. Other

i. Psychiatric health facility services: notes on each shift.

ii. Targeted Case Management: every service contact, daily or weekly summary.

iii. As determined by the MHP for other services.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Victor Treatment Center

FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: 02/01/2013

TO: 06/30/2013

Form W-9

Request for Taxpayer

Identification Number and Certification

(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND Victor Treatment Center**
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: 02/01/2013 **TO:** 06/30/2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER: 4520

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, THAT

VICTORY COMP, INC.
A CA CORP

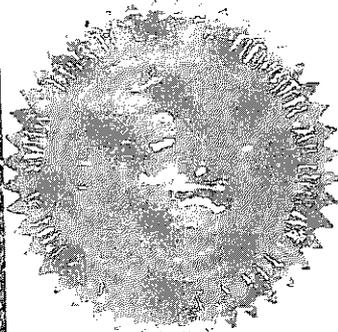
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

Effective:

The 1st Day of July 2005

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA




MARK T. JOHNSON, MANAGER


JOHN M. REA, DIRECTOR

*Revocation of Certificate.-"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligation, or the practice by such employer or his agent in charge or the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Sections 37002 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2 Administration of Self-Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Inyo County Behavioral Health, its officers, officials, employees, and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.



2012-01709-NPO
Victor Treatment Centers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS TO RECOVERY
AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS & CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

We waive any right of recovery we may have against the person or organization shown in the schedule below because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the schedule.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Inyo County Behavioral Health,
its officers, officials, employees,
and volunteers

**VICTORY COMP INC.
RESOLUTION**

I, Doug Scott, Board President, do hereby swear and state that a special meeting of the Board of Directors was held at which a quorum was present and acting throughout, it was:

RESOLVED, that Victory Comp Inc. agrees to waive our potential right to recover (i.e. agrees to a Waiver of Subrogation) from any entity for any damages that may arise out of our work for that entity.

Victory Comp Inc. understands that it is strictly liable to an injured Employee for indemnity and medical benefits under the Worker's Comp Act regardless of whether any fault on our part contributed to the injury.

Signed and sworn this *14th day of September 2010.*



Board President



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: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 19, 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 County 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 (Must 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: 3-11-13

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

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Rural Community Focus Group

RECOMMENDATION: Review the State of California's Nomination Request for a Rural Community Focus Group and Potentially Nominate Persons to the Focus Group

SUMMARY DISCUSSION: The State of California, Governor's Office of Planning and Research (OPR) is soliciting nominations for a Rural Community Focus Group to provide it with rural-focused background, information, and perspectives on a range of Statewide issues and projects, including, but not limited to, the Governor's Environmental Goals and Policy Report, the General Plan Guidelines Update, and the California Environmental Quality Act Guidelines Update. Nominations are due by March 25th, including the nominee's name, phone number, and email address, as well as a short description of the nominee. Self-nominations are also being accepted.

The following criteria will be utilized when selecting individuals for the focus group.

- ***Geographic Diversity:*** representation from the North Coast, Inland Northern California, Northern Sierras, Southern Sierras, Central Coast, Central Valley, and Coachella/Imperial Valley.
- ***Industry Diversity:*** representation from agriculture, fishing, timber, tourism, and others reflecting existing or aspirational rural economic drivers.
- ***Racial/Ethnic, Gender, Age and Income Diversity:*** represent a diversity of racial and ethnic communities, gender, ages, sexual orientation, and income levels, including tribal representation.
- ***Community Type:*** representation from a variety of community types including larger urban centers in rural locations, small isolated communities, mountain communities, valley communities, etc.

ALTERNATIVES: The Board could choose to nominate persons for the Focus Group, not nominate any persons, and/or provide input for correspondence for the Chair to sign.

OTHER AGENCY INVOLVEMENT: OPR and other agency representatives that may be appointed to the Focus Group.

FINANCING: Resources from the general fund are utilized to monitor State planning activities. If a County representative is selected, it is anticipated that general fund staff time and travel expenses may be incurred to participate.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-11-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Draft Recovery Action Plan for the Mojave Desert Tortoise

DEPARTMENTAL RECOMMENDATION: Review the draft Recovery Action Plan for the Mojave Desert Tortoise and provide input to staff.

SUMMARY DISCUSSION: At its September 7, 2010 meeting, the Board authorized the County to join the Quadstate Local Government Authority¹. On December 21, 2010, the Board authorized staff to participate in a number of groups working on issues in the region, including the Desert Tortoise Management Oversight Group (MOG), which coordinates planning and management for the Bureau of Land Management's Desert Tortoise Rangewide Plan. Subsequently, a Revised Recovery Plan for the Mojave Population of the Desert Tortoise² was released by the U.S. Fish and Wildlife Service. The Service then formed Recovery Implementation Teams (RIT), and invited the County to participate in two of the RITs proposed for Inyo County – (1) the West Mojave and (2) the Northeast Mojave. County and Quadstate staff participated in the RITs, and the Service incorporated input from the RITs into the draft Recovery Action Plan (attached).

No critical habitat is located in Inyo County, and only the actions proposed across or outside of the Tortoise Conservation would apply to the County, as well as actions proposed in Death Valley National Park. Staff generally finds the proposed actions in these regards minimally intrusive, and suggests that no further input is necessary. However, the Board could direct staff to provide specific input regarding the proposed actions. Note that Kern and San Bernardino County representatives objected to various proposed actions (refer to pages 22 and 28).

ALTERNATIVES: The Board could provide input for correspondence for the Chair to sign on behalf of the Board.

OTHER AGENCY INVOLVEMENT: Quadstate Local Government Authority, including the counties of San Bernardino, Kern, Imperial, Lincoln, Nye, Mohave, and Washington; Federal agencies; State of California, and; other participating entities.

FINANCING: General funds are utilized for participating in planning initiatives and in organizations such as the Quadstate Local Government Authority.

¹ Refer to <http://www.quadstate.org/> for more information about the Authority.

² Refer to http://www.fws.gov/nevada/desert_tortoise/dtro/index.html for more information regarding the Plan and tortoise recovery planning.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



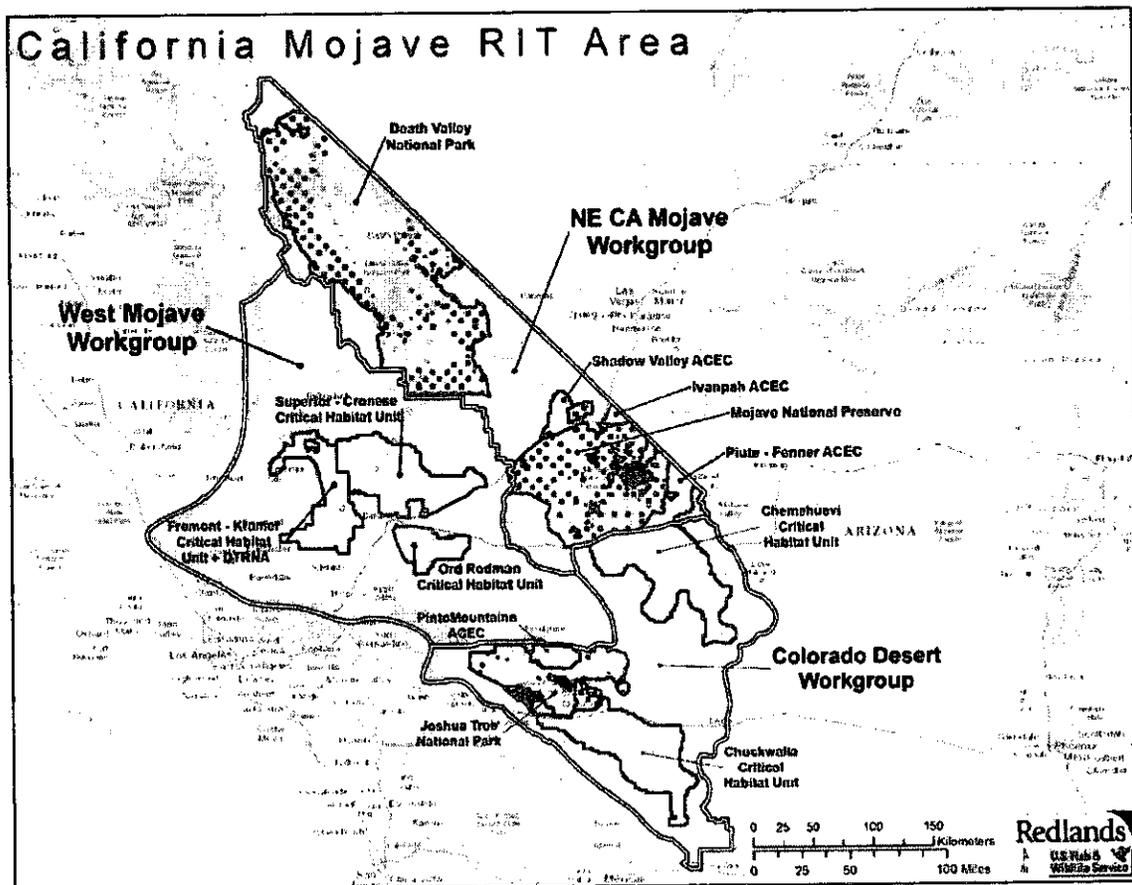
Date: 3-11-13

Attachment: Draft Recovery Action Plan for the Mojave Desert Tortoise

CALIFORNIA MOJAVE RECOVERY IMPLEMENTATION TEAM

RECOVERY ACTION PLAN FOR THE MOJAVE DESERT TORTOISE

March 2013
Version 1



WHAT IS THIS DOCUMENT?

This document is the recovery action plan developed by the California Mojave Recovery Implementation Team (RIT) for their region. As the foundation for adaptively managing for desert tortoise recovery, the revised recovery plan for the Mojave desert tortoise (USFWS 2011. Revised Recovery Plan for the Mojave population of the desert tortoise, *Gopherus agassizii*. Sacramento, CA) recommends that regional RITs tier off the recovery plan by developing recovery action plans. This action plan contains priorities for management scaled down to local or jurisdictional levels based on the most up-to-date information within the desert tortoise spatial decision support system (SDSS) and the RIT members' on-the-ground knowledge. Each adaptive-management iteration starts with ranking general action types based on output from the SDSS (see below), followed by identifying site-specific actions, which are specific enough such that the action plans can be reviewed, critiqued, and adopted without confusion in relevant planning documents of the participating land management agencies. In conjunction with prioritizing recovery actions in this document, the RITs prioritize needs for effectiveness monitoring or research. The California Mojave RIT is composed of three workgroups: West Mojave, Northeast California Mojave, and the Colorado Desert. Each workgroup developed priorities for management actions and effectiveness monitoring/research for their workgroup area. This recovery action plan is intended to be revisited and updated to reflect new information and to report progress on implementation of specific recovery actions. Public feedback on this recovery action plan will also be considered by the RITs in the subsequent revision. Future updates will be reflected by increasing "version" numbering of the document.

The desert tortoise SDSS is a model of threats to tortoise populations, a purposeful tool for structured recovery action planning. Structured decision making tools are not designed to represent on-the-ground "truth," but rather are designed to provide for transparent, systematic problem-solving (Starfield, AM 1997. A pragmatic approach to modeling for wildlife management. *Journal of Wildlife Management* 61:261-270). The desert tortoise decision support system provides background information about the most important threats in particular areas and rankings of recovery action types for the workgroup's tortoise conservation areas and region. Utilizing this type of pragmatic modeling prevents managers from becoming paralyzed by shortcomings in understanding or data, while highlighting data and information needs. It also makes it incumbent on RIT participants to use on-the-ground, site-specific knowledge provided by individual RIT members in tandem with guidance from model outputs and not rely on computer output alone.

Much of the background information captured within the SDSS that contributed to this planning process can be explored and downloaded from (<http://www.spatial.redlands.edu/dtro/rit/>).

Here you will find:

- Threats ranked by their overall contribution to risk in each tortoise conservation area, and
- Ranked recovery action types based on their overall contribution to decreasing risk to the tortoise in each tortoise conservation area.

More in-depth underlying information is accessible in two on-line tools. The Desert Tortoise Recovery Model Explorer is a tool in the form of a website (http://mojavedata.gov/deserttortoise_gov/tools/model.html) where you can explore the model underlying the decision support system. The current version of the model is based on Appendix A of the revised Recovery Plan and feedback from Recovery Implementation Team members. Specifically, you can use the Model Explorer to find information about how threats affect tortoises and how recovery actions affect particular threats. The Data Explorer is another tool in the form of a website (http://mojavedata.gov/deserttortoise_gov/tools/data.html) where you can explore each data layer (map) used in the decision support system. The spatial distribution of threats, as well as recovery actions that already have been completed in the RIT areas for which we have spatial data, can be found on the Data Explorer. These data layers have been reviewed by RIT members. Although we will never have perfect knowledge about the effects of threats on tortoises, we are committed to moving forward with the best available information, continuously striving to improve data sources and models, and undertaking adaptive management for desert tortoise recovery.

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ONLINE APPENDIX: BACKGROUND & SUPPORTING INFORMATION

<http://www.spatial.redlands.edu/dtro/rit/>

Ranked threats for the each workgroup's tortoise conservation areas & region

Ranked recovery action types for each workgroup's tortoise conservation areas & region

A. CALIFORNIA MOJAVE RIT PARTICIPANTS

West Mojave workgroup

Land Management	U.S. Army, Fort Irwin	Clarence Everly
Land Management	Marine Corps Air-Ground Combat Center Twenty-Nine Palms	vacant
Land Management	U.S. Navy, China Lake, Naval Air Weapons Station	vacant
Land Management	U.S. Marine Corps Logistics, Barstow	Vicki J. Davis
Land Management	Bureau of Land Management, Barstow Field Office	Chris Otahal
Land Management	U.S. Air Force, Edwards Air Force Base	Danny Reinke
Wildlife Management	California State Parks	vacant
Wildlife Management	California Department of Fish and Wildlife	vacant
Tribe	Center for California Native Nations	vacant
County	Inyo County	Joshua Hart
County	Los Angeles County	Shirley Imsand
County	Kern County	Lorelei Oviatt
County	San Bernardino County	Gerry Hillier
Conservation Biology	U.S. Geological Survey, Western Ecological Research Center	Kristin Berry
Conservation Organization	The Nature Conservancy	Laura Crane
Resource Use	Sempra Utilities	Chris Sowell
Recreation		vacant

NE California Mojave workgroup

Land Management	Death Valley National Park	Linda Manning
Land Management	Mojave National Preserve	Debra Hughson
Land Management	Bureau of Land Management, California Desert District	Larry LaPre
Wildlife Management	California Department of Fish and Wildlife	Becky Jones
Tribe	Timbisha Shoshone Tribe	vacant
County	Inyo County	Bill Lamb
County	San Bernardino County	David Prusch
Conservation Biology		vacant
Conservation Organization	Defenders of Wildlife	Jeff Aardahl
Resource Use	Range Improvement Advisory Committee	Ron Kemper
Recreation	California Association of 4-Wheel Drive Clubs	John Stewart

Colorado Desert workgroup

Land Management	Bureau of Land Management, Palm Springs Field Office	Mark Massar
Land Management	Joshua Tree National Park	Michael Vamstad
Land Management	U.S. Army, Chocolate Mountains Air Gunnery Range	vacant
Wildlife Management	California State Parks	Eric Hollenbeck
Wildlife Management	California Department of Fish and Wildlife	Stefan Awender
Tribe	Chemehuevi Indian Tribe	vacant
County	Imperial County	Andy Horne
County	Riverside County	vacant
County	San Bernardino County	Gerry Hillier
Conservation Biology	U.S. Geological Survey, Southwest Biological Science Center	Jeff Lovich
Conservation Organization	Western Watersheds Project	Michael Connor
Resource Use	California Energy Operating Company	Alex Schriener
Recreation	San Diego Off-Road Coalition	Chris Sprofera

B. PRIORITIZED ACTION PLANS BY WORKGROUP

The following tables include the priority site-specific recovery actions for each of the three RIT workgroups organized by tortoise conservation area. These recovery actions have been identified by the RIT workgroup as the most important to be implemented for desert tortoise recovery over approximately the next 5 years.

RIT Priority is the workgroup's assigned priority for each action.

Priority 1 actions are those that the workgroup deemed the highest priority for implementation. These actions have the highest expected effectiveness for contributing to tortoise recovery and/or need to be completed first to allow for other actions to be implemented. In some cases, these actions may already be underway or planned for implementation within the planning period.

Priority 2 actions are those that are the next highest priority for implementation after priority 1 actions have been initiated.

Priority 3 actions are those that are the lowest highest priority for implementation, but that the workgroup would still like to see implemented in this approximately 5- year planning period. These actions are the lowest priority due to their anticipated effectiveness and/or potential for implementation. These actions are to be pursued only after priority 1 and 2 actions have been implemented.

SDSS RA type rank refers to the ranking of the Recovery Action Type from the Spatial Decision Support System (October 2012), under which the specific action was proposed (e.g., An SDSS RA type ranking 3 tells us that this action came from the Recovery Action Type that was ranked 3rd for this Tortoise Conservation Area). You can find the definition of each RA type on the Desert Tortoise Recovery Model Explorer (http://mojavedata.gov/deserttortoise_gov/tools/model.html).

RA code is the short-hand code for the SDSS Recovery Action Type under which specific actions were proposed.

Dissenting Opinions were submitted by workgroup members if they did not support the priority category assigned to a particular action by the rest of the workgroup. If an action's priority category decision received a dissenting opinion it is noted with an **asterisk (*)**; reasoning behind dissenting opinions is summarized in a table following each workgroup's prioritized actions.

West Mojave Workgroup and Tortoise Conservation Areas therein

The West Mojave workgroup area is composed of three Tortoise Conservation Areas:

1. Fremont-Kramer critical habitat unit + Desert Tortoise Research Natural Area (DTRNA)
2. Superior-Cronese critical habitat unit
3. Ord-Rodman critical habitat unit

The workgroup prioritized actions for each of these areas, as well as for the workgroup area as a whole for actions to be implemented across or outside of Tortoise Conservation Areas.

SUMMARY TABLE OF ACTIONS PRIORITIZED BY THE WEST MOJAVE WORKGROUP

Recovery Action (RA) Type from SDSS	RA code	SDSS ranking (workgroup)	# Site-specific Actions Prioritized	# Dissenting Opinions
Restore Habitat	HAB	1	12	
Environmental education	EDU	2	13	
Install & maintain tortoise barrier fencing	FEN	3	13	5
Decrease predator access to human subsidies	SUB	4	17	1
Install & maintain human barriers (wildland-urban interface)	WUI	5	2	
Targeted predator control	PRD	6	12	
Restore roads (e.g., vertical mulching)	RER	7	9	
Restore habitat (toxicants/unexploded ordinance)	TOX	8	3	
Increase law enforcement	LEO	9	10	
Install & maintain tortoise barriers (open OHV areas)	OOA	10	3	
Sign & fence protected areas	SFP	11	10	3
Remove grazing (close allotments)	GRZ	12	4	1
Sign designated routes	RTS	13	7	
Install & maintain human barriers (preserves)	PRE	14	7	
Withdraw mining	MNG	15	5	3
Manage disease in wild populations	WDS	16	5	
Control dogs	DOG	17	8	
Fire management planning & implementation	FIR	18	2	
Designate & close roads (travel management plan)	TRV	19	5	
Manage disease in captive populations	CDS	20	2	
Landfill management	LAN	21	0	
Speed limits	SPD	22	0	
Connect habitat (culverts/underpasses)	CUL	23	1	
Land acquisition	ACQ	24	4	4
Minimize wild horse & burro impacts	WHB	25	0	
Restore habitat (garbage clean-up)	GAR	26	5	
Other	OTH	N/A	6	

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
W. Mojave Workgroup Area: Actions to be implemented across or outside of Tortoise Conservation Areas			
1	2	EDU	Begin tortoise education in the schools and communities in all school districts within the West Mojave. (workgroup identifier number: 2.02)
1	2	EDU	Create an environmental education plan: Coordinate with all parties (Desert Tortoise Council, Desert Tortoise Preserve Committee, DMG, NPS, BLM, etc.); review what works and doesn't work. Focus on the goal of reducing mortality, deaths or loss of wild desert tortoises. Focus on the goal of reducing mortality, deaths or loss of wild desert tortoises (equivalent to deaths). Focus on target audiences and problems to see what can be done that will be more effective. Target particular user groups that generate problems with subsidized predators, trash, unauthorized uses, etc. Target publics to reduce spread of new diseases: prevent release of captive tortoises, the mixing of different species of turtles and tortoises, etc. The most effective targets may be local communities (for the next couple of years). Areas to target: Ft. Irwin employees, Marine Corps Supply Center, Barstow and Hinkley residents, scattered exurban residents throughout the Mojave River Valley. (2.03)
1	2	EDU	Conduct environmental education to explain the benefits of eliminating subsidies in towns and cities in commercial and housing areas (e.g. targeting open dumpsters). (2.05)
1	2	EDU	Continue tortoise awareness training at all permitted OHV events. (2.06)
1	2	EDU	Expand tortoise education opportunities at the visitor centers and public contact stations - increase number of public classes. (2.07)
1	2	EDU	Conduct more public outreach regarding pet tortoise regulations - develop brochure to disseminate at public events, humane societies, and other education centers such as the Desert Discovery Center in Barstow. (2.08)
1	2	EDU	Provide tortoise awareness presentations to public and city and county road maintenance personnel. (2.10)
1	2	EDU	Targeted education to stop captive breeding and releasing. Regulations to restrict mixing of male and female captive tortoises. (2.11)
1	4	SUB	Hire a full-time enforcement and education person to bring about reduction in subsidies, to check all landfills and dumps (enforcement), etc. (4.01)
1	6	PRE	Implement DMG Regional Raven Management Plan. (6.01)
1	6	PRE	Have Caltrans remove raven nests from their signs along highways. (6.02)
1	6	PRE	Require all development projects on public land to fund the DMG plan on a per acre basis. (6.04)
1	6	PRE	Hire full-time raven control specialist for areas outside of critical habitat, amend existing management plans to allow for more aggressive approaches to control of ravens (e.g., starlicide in appropriate areas, within or on boundaries of critical habitat; baiting of ravens to target known killer birds). One task will be to identify subsidies. (6.07)
1*	24	ACQ	Acquire parcels within identified connectivity corridors. (24.02)

1	30	OTH	Modify and strengthen regulations (and educate about) to prevent captive breeding and release of desert tortoises. (30.01)
1	30	OTH	Protect ACEC/DWMA's from wind energy and other development. (30.02)
2	1	HAB	Develop a competitive tortoise habitat restoration grant program. (1.01)
2	1	HAB	Develop a Saharan mustard management plan for the West Mojave. Include a suppression and removal program for Saharan mustard along highways, roads, powerline roads, county roads, etc. in Ord-Rodman, Superior-Cronese, and Fremont Kramer using whatever means necessary, including herbicides as an objective of halting the spread into washes and open desert. (1.02)
2	1	HAB	Develop a Brome grasses management plan for the West Mojave. Include a suppression and removal program for Brome in Ord-Rodman, Superior-Cronese, and Fremont Kramer using whatever means necessary, including herbicides as an objective of halting the spread into washes and open desert. (1.03)
2	1	HAB	Begin experimental seeding with native grasses and annual plants important to the desert tortoise within desert tortoise habitat, particularly in the DWMA's. (1.04)
2	2	EDU	Saturate the desert towns, cities, exurban areas with information about tortoise diseases, unauthorized releases of captive tortoises, and options for placing unwanted captive tortoises with the California Turtle and Tortoise Club. (2.01)
2	2	EDU	Conduct environmental education associated with the signing of designated routes launched under court order. (2.04)
2	2	EDU	When installing new informational kiosks at major access-points into tortoise habitat, include tortoise messages (i.e. trash, dogs, ravens, captive release, etc.). The structure should prevent raven perching as appropriate. (2.09)
2	3	FEN	Consider connectivity measures where appropriate. (3.01)
2*	4	SUB	Check all local and regional landfills for evidence of use by subsidized predators. Develop a zero-tolerance for subsidies to predators at those sites. (4.02)
2	4	SUB	Facilitate the development of and enforce ordinances to ensure a zero-tolerance for subsidies to predators within all towns and cities bordering and adjacent to critical habitat (dumpsters, trash at commercial areas, housing areas, trees used as perches, dog and cat food left outside, stray dogs) coupled with fines; e.g., Randsburg, Cantil, Ridgecrest, Inyokern, Goler Heights, Red Rock Canyon State Park, Jawbone Canyon OHV Area, Dove Springs Open Area, Mojave, North Edwards, Boron, Hi Vista, Lancaster, Adelanto Areas. (4.03)
2	4	SUB	Through enforcement, stop the feeding of predators, e.g., the persons deliberately feeding ravens throughout the West Mojave (e.g. in Ridgecrest and on base, in the vicinity of EAFB and Hi Vista, etc.). (4.04)
2	4	SUB	Launch education programs in residential areas regarding not leaving pet foods outdoors, garbage cleanup in cities at restaurants, and prompt cleanup of road kills on the Interstate. (4.05)
2	4	SUB	Provide funding to counties and cities to cleanup illegal dumping. Create a priority area list for each county for grant proposals. (4.08)
2	4	SUB	Implement an illegal dumping prevention program in communities. Partner with cities and counties. Work with local law enforcement and education. (4.09)

2	6	PRE	Monitor and reduce raven nesting sites, implement raven control measures to reduce populations, and minimize raven attractors (primarily trash) in Pearsonville, Rose Valley (Coso Junction), Trona, Homewood Canyon, and China Lake NAWs (including at the Geothermal Power Plant). Work with private property owners/entities (including the Pearsons, mine operators, and Coso Geothermal) and land managers (DOD, BLM, DWP, Forest Service, and the County) in these communities to educate them about raven management. (6.06)
2	9	LEO	Increase the number of BLM enforcement rangers and CDFW wardens specifically for tortoise recovery implementation assigned to areas outside of critical habitat. (9.01)
2	9	LEO	Employ 'park rangers' specifically for tortoise recovery implementation to work full-time in assessing status of the lands, fencing, and signage and in making contact with desert users and monitoring and reporting compliance in areas outside of critical habitat. These people would not be law enforcement personnel but would carry radios and contact law enforcement when necessary. (9.02)
2	9	LEO	Fund one full-time law enforcement Ranger or Sheriff's deputy who will be on duty during major holidays and OHV use areas in the West Mojave throughout the year. This person should be able to enforce both state and federal laws and would target OHV offenders, people with out of control dogs, people providing subsidies to predators, dumping of trash, etc. (9.03)
2	11	SFP	Sign major tourist routes such as Route 66 with tortoise warning signs. (11.01)
2	11	SFP	Sign major BLM open routes with tortoise warning signs. (11.02)
2	11	SFP	Develop new rules and signing in critical habitat to discourage people travelling and parking off a route or trail where it may have particularly negative effects on tortoises and tortoise habitat in the West Mojave Recovery Unit. Because the BLM has policies allowing camping and parking within 100 ft. or yards (or similar) of a road or trail, certain areas turn into de facto camping and parking and OHV play areas. Examples are common along the 20 Mule Team Road (e.g., parts on federal land, east of Hwy 395). The result is highly disturbed and denuded areas in critical habitat, areas that grow and expand in size. In Lucerne Valley (Ord-Rodman critical habitat), examples can be found along the power line roads. (11.03)
2*	12	GRZ	Purchase targeted grazing (especially sheep) in the California Desert Conservation Area boundary as a mitigation program. Provide for the implementation of HR 2055 which will therefore provide for dedication of the land associated with the donation, including land use restrictions, for the benefit of wildlife. (12.01)
2	13	RTS	Implement BLM's West Mojave Route Monitoring Plan which calls for signing over 5,000 miles of open routes and monitoring of sign placement. (13.01)
2	19	TRV	Complete and implement BLM's West Mojave Route Designation / Travel Management Plans to reduce route densities in tortoise habitat. (19.01)
2	20	CDS	Prepare and implement a management plan across the West Mojave to manage disease in captive populations: e.g.) no adoptions of tortoise with positive ELISA tests for mycoplasma and herpesvirus and clinical signs of disease; adoptions of one tortoise per family only; no adoptions to people with other species of chelonians. Consider using the Arizona model as an example. (20.01)

2	20	CDS	Establish drop-off site for unwanted captive tortoises. (20.02)
3	6	PRE	Provide funding to county/ city animal control departments for a focused feral dog abatement program that includes surveys of areas as well as abatement activities. (6.05)
3	7	RER	Facilitate obscuring/restoration with vertical mulching of closed routes prioritized during BLM monitoring within or leading to tortoise habitat. (7.01)
3	16	WDS	Ask public to report illegal dump sites; toxicants and contaminants, from trash and other waste products are another source of illness in tortoises. (16.01)
3	17	DOG	Determine existing county, city, policies; if none and if they are ineffective, develop policies that will allow rapid, on-site removal/disposal of offending animals. Dogs come from the urban and exurban areas, often from single homes or small clusters of homes such as Goler Heights, Randsburg, Johannesburg, Boron, California City, etc. (17.01)
3	17	DOG	Develop and/or enforce strict requirements for dogs under control outside critical habitat and allow for removal of all dogs off-leash and unlicensed by any means (not necessarily a "dog catcher" who is unlikely to come out to the desert). (. (17.02)
3	23	CUL	Connect habitat when fencing actions are taken, where appropriate. (23.01)
3	30	OTH	Identify and limit shooting and plinking areas to designated areas. (30.03)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Fremont-Kramer Critical Habitat Unit & Desert Tortoise Research Natural Area (DTRNA)			
1	1	HAB	Restore areas of habitat disturbance that serve as staging areas for unauthorized vehicle use (workgroup identifier number: 1.04)
1	3	RER	Facilitate restoration of closed routes with vertical mulching prioritized during BLM monitoring within the Fremont-Kramer Critical Habitat Unit - restore high priority routes first. (3.01)
1	3	RER	Continue program of assuring that closed roads and trails don't get re-opened. (3.02)
1	3	RER	Conduct removal of alien plants by pulling, herbicides, or other techniques to decrease invasion of alien plants (such as <i>Hirschfeldia incana</i> and <i>Brassica tournefortii</i>) along roads that are intended to be "laid to rest." The roads that have been recovering "naturally" in the DTRNA are a good source of information, closed off since 1980 or earlier. Roads that have been graded will need different approaches than ungraded roads and OHV trails. (3.03)
1	4	FEN	Install tortoise barrier fencing along the entire length of Highway 395 (both sides) within the Fremont - Kramer Critical Habitat Unit. (4.01)
1	4	FEN	Work with and educate road crews and engineers to reduce berms along dirt roads to reduce the number of desert tortoises that are trapped in the road berm. (4.06)
1	6	PRD	Conduct aggressive raven removal at DTNA. (6.01)
1	6	PRD	Launch aggressive raven control throughout the critical habitat area and assure follow-on treatments to prevent the populations returning to current levels. (6.02)
1	6	PRD	Make the DTRNA a "no raven" fly zone and use it as an experimental area to see if ravens can be excluded AND if juveniles can survive at higher rates and be incorporated into the adult age classes. (6.04)
1	6	PRD	Use avicide to reduce raven populations in the vicinity of the DTRNA and other critical habitat areas, e.g., EAFB in the Fremont-Kramer critical habitat. (6.05)
1	6	PRD	Hire full-time raven control specialist for Fremont-Kramer, amend existing management plans to allow for more aggressive approaches to control of ravens (e.g., starlicide in appropriate areas, within or on boundaries of critical habitat; baiting of ravens to target known killer birds). One task will be to identify subsidies. (6.06)
1	11	LEO	Increase the number of BLM enforcement rangers and CDFW wardens specifically for tortoise recovery implementation assigned to critical habitat. (11.01)
1	11	LEO	Employ 'park rangers' specifically for tortoise recovery implementation to work full-time in assessing status of the lands, fencing, and signage and in making contact with desert users and monitoring and reporting compliance in critical habitat. These people would not be law enforcement personnel but would carry radios and contact law enforcement when necessary. (11.02)

1	23	ACQ	Bring land trusts, NGOs and government agencies together to get priorities established and improve coordination and implementation: the Fremont-Kramer critical habitat and DTRNA have numerous inholdings of private land within and adjacent to public parcels. (23.01)
1*	23	ACQ	Acquire through purchase, exchange or other methods, the inholdings within the Fremont-Kramer critical habitat. (23.02)
2	1	HAB	Conduct habitat restoration at the landscape scale in Fremont-Kramer using enclosures and protection with fencing followed by "natural recovery" of closures. (1.02)
2	1	HAB	Begin experimental treatments with herbicides to treat annual grasses and reduce competition with perennials. Begin the work in the DTRNA. (1.03)
2	2	EDU	Begin tortoise education in the schools and community in California City. (2.01)
2*	4	FEN	Install tortoise barrier fencing along Garlock roads - 40 miles of fencing. (4.02)
2	5	SUB	Work with California City to reduce trash that may be available to ravens. (5.01)
2	5	SUB	Work with cities and towns near Fremont-Kramer to reduce trash that may be available to ravens. (5.02)
2	5	SUB	Eliminate subsidies with better trash control at Kramer Junction through ordinances and enforcement. (5.03)
2	5	SUB	Eliminate raven attractants along highway rest stops on Hwy 58 through active deterrents and better control of trash. (5.04)
2	5	SUB	Discourage perching of 400 ravens in trees within California City (California City Blvd) using laser gun or starlicide. (5.05)
2	6	PRD	Launch aggressive coyote control throughout the critical habitat area and assure follow-on treatments to prevent the populations returning to current levels. (6.03)
2*	7	SFP	Construct fencing with signage around critical habitats in the vicinity of communities, where they abut on critical habitat, e.g., Randsburg/Johannesburg, Helendale/Silver Lakes, south edge of EAFB to prevent tortoises from entering communities and dogs from entering habitat. (7.02)
2	7	SFP	Install and maintain human barriers around Kramer Junction. (7.04)
2*	8	MNG	Withdraw 32,590 acres of critical habitat within the Rands from mineral entry, per recommendation in the West Mojave Plan. (8.01)
2	8	MNG	Update and file the DTRNA mining withdrawal (general land laws, mining laws and livestock grazing). The withdrawal was supposed to be renewed in 2000. The BLM prepared a package for renewal, published it in the Federal Register and then did nothing with the package. The package should be updated and filed to continue the withdrawal. (8.02)
2	10	RTS	Implement BLM's West Mojave Route Monitoring Plan which calls for signing over 5,000 miles of open routes and monitoring of sign placement and monitor compliance. (10.01)
2	10	RTS	Publish up-to-date route maps and show locations of signs on the map, so members of the public can expect to see them. If they don't see them, then they can report missing signs. (10.03)

2	12	TOX	Clean-up potential toxicants and associated trash on critical habitat on EAFB and in the old, abandoned Cuddeback Aerial Gunnery Range. (12.01)
2	13	WDS	Develop and implement a management plan for infectious diseases in critical habitat to protect tortoises. (13.01)
2	13	WDS	Ensure that captive tortoises do not escape or are not released deliberately (because captives in general have a high incidence of disease) with better signage at the DTRNA and Red Rock Canyon State Park. (13.02)
2	17	TRV	Complete and implement BLM's West Mojave Route Designation / Travel Management Plans to reduce route densities in tortoise habitat. (17.01)
2	22	DOG	Construct dog-proof and possibly electric fences in the vicinity of the EAFB critical habitat to keep out dogs. A sample of 51 tortoises evaluated in spring 2012 at EAFB had a high prevalence of damage to the shells typical of dogs. Similar samples elsewhere had high incidence of dog chews and trauma. (22.01)
2	22	DOG	Construct dog-proof fencing adjacent Goler Heights, Randsburg, Boron, Hi-Vista, Buckhorn Wash, and similar areas. A sample of 51 tortoises evaluated in spring 2012 at EAFB had a high prevalence of damage to the shells typical of dogs. Similar samples elsewhere had high incidence of dog chews and trauma. (22.02)
2	22	DOG	'Develop and/or enforce strict requirements for dogs under control in critical habitat and allow for removal of all dogs off-leash and unlicensed by any means (not necessarily a "dog catcher" who is unlikely to come out to the desert). (22.03)
2	24	GAR	Institute major clean ups within Fremont-Kramer, especially adjacent to roads. (24.01)
3	1	HAB	Close targeted abandoned mines that pose a risk to tortoises. (1.01)
3*	4	FEN	Install tortoise exclusion fencing along the east side of the Shadow Mountain Road. (4.03)
3*	4	FEN	Install tortoise barrier fencing along Randsburg -Red Rock Road. (4.04)
3	4	FEN	Fence tortoises out of graded dirt roads with berms: Randsburg Mojave Road, BLM-graded roads within the Fremont-Kramer critical habitat (specifically in Fremont Valley). The berms are so high on these roads that tortoises get trapped within them, overheat, and die; especially vulnerable are small tortoises. (4.05)
3	7	SFP	Extend protective fencing to the ground (exclusion fencing, keeping tortoise inside) and include signage in the eastern and western expansion parts of the DTRNA to speed recovery. Include passages to allow for continued gene flow. (7.01)
3*	7	SFP	Construct fencing and signage along the Red-Rock Randsburg and Garlock Roads and the Randsburg-Mojave Road (to include CDFW parcels) to prevent tortoises from entering communities and dogs from entering habitat. (7.03)
3*	8	MNG	Withdraw the rest of the Fremont-Kramer habitat from the 1872 mining laws because this population is in such precarious condition and low density that it cannot afford further losses (policy). (8.03)
3	12	TOX	Clean-up toxic (arsenic) mine tailings in Fremont-Kramer in the vicinity of Randsburg, Johannesburg, and Red Mountain. Also fence off to exclude tortoises-- probably entire settlements. (12.02)

3	19	GRZ	Install sheep exclusion fencing around the western and eastern expansion lands, acquired by the State of California and the Desert Tortoise Preserve Committee, Inc. for the DTRNA. (19.01)
3	27	OOA	Install tortoise barrier along north boundary of El Mirage OHV Area. (27.01)
3	30	OTH	Reduce target shooting and plinking in critical habitat by limiting to designated areas. (30.01)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Superior-Cronese Critical Habitat Unit			
1	1	HAB	Restore areas of habitat disturbance that serve as staging areas for unauthorized vehicle use in Superior-Cronese. (workgroup identifier number: 1.03)
1	3	RER	Facilitate restoration of closed routes with vertical mulching prioritized during BLM monitoring within Superior-Cronese - restore high priority routes first. (3.01)
1	3	RER	Restore unauthorized routes within Superior-Cronese. (3.02)
1	5	SUB	Target ravens on Boulder Transmission Corridor and destroy nests as well as taking birds (Assure follow-up; once through won't do the job.) (5.02)
1	5	SUB	Hire full-time raven control specialist for Superior-Cronese, amend existing management plans to allow for more aggressive approaches to control of ravens (e.g., starlicide in appropriate areas, within or on boundaries of critical habitat; baiting of ravens to target known killer birds). One task will be to identify subsidies. (5.03)
1	6	FEN	Work with road crews to reduce berms along dirt roads to reduce the number of desert tortoises that are trapped in the road berm. (6.04)
1	7	LEO	Employ 'park rangers' specifically for tortoise recovery implementation to work full-time in assessing status of the lands, fencing, and signage and in making contact with desert users and monitoring and reporting compliance in critical habitat. These people would not be law enforcement personnel but would carry radios and contact law enforcement when necessary. (7.01)
1	7	LEO	Increase the number of BLM enforcement rangers and CDFW wardens specifically for tortoise recovery implementation assigned to critical habitat. (7.02)
1	11	RTS	Implement BLM's West Mojave Route Monitoring Plan which calls for signing over 5,000 miles of open routes and monitoring of sign placement within Superior-Cronese. (11.01)
1	11	RTS	Sign and maintain designated routes within Superior-Cronese. (11.02)
1	16	TRV	Complete and implement BLM's West Mojave Route Designation / Travel Management Plans to reduce route densities in tortoise habitat. (16.01)
1*	24	ACQ	Acquire through purchase, exchange or other methods, the inholdings within the Superior-Cronese critical habitat. (24.01)
2	1	HAB	Close targeted abandoned mines that pose a risk to tortoises. (1.01)
2	1	HAB	Place tortoise-proof fencing around open mine shafts in region. (1.02)
2	2	EDU	Install educational kiosk at Owl Canyon / Rainbow Basin camping site. (2.01)
2	4	SUB	Investigate sources of subsidies to predators in the Superior-Cronese area and implement actions to reduce these subsidies. (4.01)

2	5	PRD	Hire full-time canid control specialist for Superior-Cronese, who would target domestic dogs. Examples of areas: Between I-15 and Ft. Irwin southern boundaries, both east and west of the Ft. Irwin Road; north and east of Harper Dry Lake and Hinkley (south, west, and east of Black Mountain Wilderness), along Copper City Road. (5.04)
2	6	LEO	Install human-barrier fencing along Highway 15 (both sides) along south western edge of Superior - Cronese Critical Habitat Unit. (6.01)
2	12	MNG	Withdraw mining at Coolgardie Mesa. (12.01)
2	14	WDS	Develop and implement a management plan for infectious diseases in critical habitat to protect tortoises. (14.01)
2	20	DOG	Control feral and domestic dogs in the urban interface area, particularly near the Ft. Irwin cantonment and along Copper City Road. (20.01)
2	20	DOG	Develop and/or enforce strict requirements for dogs under control in critical habitat and allow for removal of all dogs off-leash and unlicensed by any means (not necessarily a "dog catcher" who is unlikely to come out to the desert). (20.02)
2	23	GAR	Initiate a drive to clean up trash and informal dump sites on the northern and eastern side of Calico Mountains, in spur roads west and east off of the Ft. Irwin Road. (23.01)
2	23	GAR	Institute major clean ups within the critical habitat unit, especially adjacent to roads. (23.02)
3	5	PRD	Start coyote management for reduction south of Ft. Irwin where tortoises were translocated. (5.01)
3	5	PRD	Hire full-time canid control specialist for Superior-Cronese, who would target coyotes. Examples of areas: Between I-15 and Ft. Irwin southern boundaries, both east and west of the Ft. Irwin Road; north and east of Harper Dry Lake and Hinkley (south, west, and east of Black Mountain Wilderness), along Copper City Road. (5.05)
3*	6	FEN	Construct and maintain tortoise-proof or exclusion fencing along Copper City Road, including graded dirt roads, Old Fort Irwin Road, Hinkley Road. (6.02)
3	6	FEN	Fence tortoises out of graded dirt roads with berms: Copper City Road. The berms are so high on these roads that tortoises get trapped within them, overheat, and die. Especially vulnerable are small tortoises. (6.03)
3	9	SFP	Install human barrier fencing along Highway 58 where it abuts critical habitat. (9.01)
3	10	TOX	Pick all kinds of trash and waste materials square mile by square mile, focusing first in the Calico Mountains and along graded and well-maintained dirt road. (10.01)
3*	12	MNG	No new mining ventures or operations should be permitted in critical habitat; acquire mineral rights. (12.01)
3	13	PRE	Construct dog proof and tortoise exclusion fences along the southern boundary of critical habitat near the Minneola off-ramp. (13.01)

3	15	FIR	Utilize treatment or managed grazing experiments within Superior-Cronese with methods to limit or reduce flash fuels to reduce fire hazard and risk of catastrophic fire. (15.01)
3	30	OTH	Reduce target shooting and plinking in critical habitat by limiting to designated areas. (30.01)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Ord-Rodman Critical Habitat Unit			
1	4	SUB	At the Stoddard and Johnson Open Areas, require zero-tolerance for subsidies to predators (from trash, etc.) requiring trash pick-up by users. (workgroup identifier number: 4.01)
1	5	PRD	Launch aggressive predator control with emphasis on ravens on the transmission lines in Ord Rodman. Combine targeted reduction with nest destruction. (5.01)
1	5	PRD	Hire full-time raven control specialist for Ord-Rodman, amend existing management plans to allow for more aggressive approaches to control of ravens (e.g., starlicide in appropriate areas, within or on boundaries of critical habitat; baiting of ravens to target known killer birds). One task will be to identify subsidies. (5.02)
1	7	RER	Facilitate restoration of closed routes with vertical mulching prioritized during BLM monitoring within the Ord-Rodman Critical Habitat Unit - restore high priority routes first. (7.01)
1	7	RER	Restore closed routes / illegal routes (vertical mulch) identified by BLM during implementation of West Mojave Route Monitoring Plan - restore high priority routes first. (7.02)
1	7	RER	If any routes in area are closed provide appropriate closure and treatment to prevent their re-opening. (7.03)
1	8	LEO	Increase the number of BLM enforcement rangers and CDFW wardens specifically for tortoise recovery implementation assigned to critical habitat. (8.01)
1	8	LEO	Employ 'park rangers' specifically for tortoise recovery implementation to work full-time in assessing status of the lands, fencing, and signage and in making contact with desert users and monitoring and reporting compliance in critical habitat. These people would not be law enforcement personnel but would carry radios and contact law enforcement when necessary. (8.02)
1	19	TRV	Continue route designation in Ord-Rodman and provide enforcement to maintain system. (19.02)
1*	24	ACQ	Block up private inholdings within the Ord-Rodman critical habitat through land exchanges, land acquisition, and other techniques. (24.01)
2	2	FEN	Install fencing (both sides) of Highway 40 along northern boundary of Ord-Rodman Critical Habitat Unit. (2.01)
2	2	FEN	Fence tortoises out of graded dirt roads with berms: Camp Rock Road. The berms are so high on these roads that tortoises get trapped within them, overheat, and die. Especially vulnerable are small tortoises. (2.02)
2	4	SUB	Clean up trash in Ord-Rodman, post signs to warn of fines—especially areas of informal dumping areas along roads. (4.02)

2	5	PRD	Hire full-time canid control specialist for Ord-Rodman, who would target domestic dogs and coyotes for Ord-Rodman. Examples of areas: Lucerne Valley, Daggett, Barstow, Stoddard Valley, Newberry Springs. (5.03)
2	10	SFP	Sign Camp Rock Road with tortoise warning signs. (10.01)
2	10	SFP	Construct tortoise exclusion fencing (and place signs on the fencing) at the northern and western boundaries of the Johnson Valley Open Area. (10.02)
2	11	RTS	Implement BLM's West Mojave Route Monitoring Plan which calls for signing over 5,000 miles of open routes and monitoring of sign placement. (11.01)
2	11	RTS	Install signs at all designated, authorized routes in critical habitat. Monitoring should occur quarterly to ensure that designated routes are signed and that signs have not been vandalized or removed. (11.02)
2	13	WDS	Develop and implement a management plan for infectious diseases in critical habitat to protect tortoises. (13.01)
2	14	WUI	Install and maintain barriers in the vicinity of Daggett and Newberry (northern boundaries of the Ord-Rodman critical habitat) to dogs, unauthorized vehicle use, and other activities. Place signs at 1/10 mile intervals to note protective nature of fencing, activities that are prohibited, etc. (14.02)
2	17	OOA	Install tortoise barrier along 247 / Stoddard OHV Area interface. (17.01)
2	17	OOA	Construct a tortoise exclusion fence and vehicle exclusion fence along the western and northern boundaries of the Johnson Valley Open Area. The spillover of unauthorized vehicle use from the Johnson Valley Open Area into critical habitat has a negative impact on tortoise populations and habitat. (17.02)
2	19	TRV	Complete and implement BLM's West Mojave Rout Designation / Travel Management Plans to reduce route densities in tortoise habitat. (19.01)
2	23	DOG	Develop and/or enforce strict requirements for dogs under control in critical habitat and allow for removal of all dogs off-leash and unlicensed by any means (not necessarily a "dog catcher" who is unlikely to come out to the desert). (23.01)
2	25	GAR	Remove trash and unauthorized dumps that can be found on roads leading west off of Camp Rock Road, south of Daggett, in Lucerne Valley near the power lines, and throughout critical habitat. (25.01)
2	25	GAR	Institute major clean ups with the critical habitat unit, especially adjacent to roads. (25.02)
3	1	HAB	Close targeted abandoned mines that pose a risk to tortoises. (1.01)
3*	2	FEN	Construct and maintain tortoise-proof or exclusion fencing along the following freeways, highways and roads within Ord-Rodman: Camp Rock Road. (2.04)
3	6	GRZ	Retire Fisher grazing allotment. (6.01)
3	6	GRZ	Continue grazing on area as long as the ranch operation wishes to remain. While still present, design grazing system to assure harvest of annual flash fuels to reduce fuel hazards in wet years. (6.03)
3	14	WUI	Install and maintain barriers to vehicles and free-roaming dogs in northern Lucerne Valley, at the southern edge of the Ord-Rodman critical habitat. (14.01)
3	16	FIR	Implement grazing management plan within Ord-Rodman with goal of reducing annual grass fuels to reduce fire hazards in tortoise habitat. (16.01)

3	30	OTH	Reduce target shooting and plinking in critical habitat by limiting to designated areas. (30.01)
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Dissenting Opinions: West Mojave workgroup and Tortoise Conservation Areas therein

Workgroup identifier	RIT Priority	Dissenting Priority	RA code	Reasoning Behind Dissenting Opinion	Name & Organization
W. Mojave workgroup area: Actions to be implemented across or outside of Tortoise Conservation Area					
24.02	1	N/A	ACQ	Consolidated land areas have already been set aside as conservation areas and wilderness. The County cannot support such a general action as proposed; case-by-case consideration is appropriate.	G. Hillier, San Bernardino County
4.02	2	N/A	SUB	Ordinances are adopted by local governments and require a full public process; Kern County will not support, enact or allow enforcement of a federal action on private land for such land use restrictions. The RA is inappropriate, infeasible and should be deleted.	L. Oviatt, Kern County
12.01	2	N/A	GRZ	The HR 2055 provision is intended as a) voluntary program, and b) for mitigation. It should not be pressed as a BLM initiative. It also ignores that grazing can be managed as a positive practice for habitat management and fuels reduction.	G. Hillier, San Bernardino County
Fremont-Kramer Critical Habitat Unit & DTRNA					
23.02	1	N/A	ACQ	The County has standing objections to further federal land acquisition unless it can be accompanied with either no net loss to property tax revenue or a change in PILT in which BLM acquisitions would be bundled in the same manner as NPS.	G. Hillier, San Bernardino County
4.02	2	N/A	FEN	Desert tortoise populations both north and south are small; the investment of money for both construction and maintenance is not justified. The County would not object to BLM conducting this action with their own funds.	L. Oviatt, Kern County
7.02	2	N/A	SFP	The County lacks authority to force property owners to do exclusion fencing on private land; the County cannot become financially obligated for this action. The County would not object to BLM conducting this action with their own funds.	G. Hillier, San Bernardino County
7.02	2	N/A	SFP	The County lacks authority to force property owners to do exclusion fencing on private land; the County cannot become financially obligated for this action.	L. Oviatt, Kern County

8.01	2	N/A	MNG	Kern County supports mineral extraction which has economic benefits both for jobs and manufacturing uses. Review mining projects on a case-by-case basis and apply best practices and avoidance measures through reclamation.	L. Oviatt, Kern County
4.03	3	N/A	FEN	The County simply lacks the financial resources to do this; given current population levels it is uncertain that this would reduce take. The County would not object to BLM conducting this with their funds.	G. Hillier, San Bernardino County
4.04	3	N/A	FEN	Periodic flooding has damaged this road and fencing will make it worse; the investment of money for both construction and maintenance is not justified. The County would not object to BLM conducting this action with their own funds.	L. Oviatt, Kern County
7.03	3	N/A	SFP	The benefit, given traffic counts of these roads is not economically worth the investment.	L. Oviatt, Kern County
8.03	3	N/A	MNG	The County believes that there is no evidence that any current mining is or has had deleterious effects on the tortoise; BLM's West Mojave Plan allows 1% disturbance specifically to provide for activities such as mining.	G. Hillier, San Bernardino County
Superior-Cronese Critical Habitat Unit					
24.01	1	N/A	ACQ	The County has standing objections to further federal land acquisition unless it can be accompanied with either no net loss to property tax revenue or a change in PILT in which BLM acquisitions would be bundled in the same manner as NPS.	G. Hillier, San Bernardino County
6.02	3	N/A	FEN	The County simply lacks the financial resources to do this; given current population levels it is uncertain that this would reduce take. The county would not object to BLM conducting this with their funds.	G. Hillier, San Bernardino County
12.01	3	N/A	MNG	The County believes that there is no evidence that any current mining is or has had deleterious effects on the tortoise; BLM's West Mojave Plan allows 1% disturbance specifically to provide for activities such as mining.	G. Hillier, San Bernardino County
Ord-Rodman Critical Habitat Unit					
24.01	1	N/A	ACQ	The County has standing objections to further federal land acquisition unless it can be accompanied with either no net loss to property tax revenue or a change in PILT in which BLM acquisitions would be bundled in the same manner as NPS.	G. Hillier, San Bernardino County

2.04	3	N/A	FEN	The County simply lacks the financial resources to do this; given current population levels it is uncertain that this would reduce take. The County would not object to BLM conducting this with their funds.	G. Hillier, San Bernardino County
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NE California Mojave workgroup and Tortoise Conservation Areas therein

The NE CA Mojave workgroup area is composed of five Tortoise Conservation Areas:

1. Mojave National Preserve
2. Ivanpah ACEC
3. Piute-Fenner ACEC
4. Shadow Valley ACEC
5. Death Valley National Park

SUMMARY TABLE OF ACTIONS PRIORITIZED BY THE NE CA MOJAVE WORKGROUP

Recovery Action (RA) Type from SDSS	RA code	SDSS ranking (workgroup)	# Site-specific Actions Prioritized	# Dissenting Opinions
Restore Habitat	HAB	9	1	
Environmental education	EDU	19	2	
Decrease predator access to human subsidies	SUB	14	3	
Targeted predator control	PRD	9	4	
Install & maintain tortoise barrier fencing	FEN	6	5	
Increase law enforcement	LEO	8	6	
Manage disease in wild populations	WDS	6	7	
Withdraw mining	MNG	4	8	
Remove grazing (close allotments)	GRZ	3	9	
Fire management planning & implementation	FIR	5	10	
Restore roads (e.g., vertical mulching)	RER	7	11	
Install & maintain human barriers (wildland-urban interface)	WUI	1	12	
Manage disease in captive populations	CDS	2	13	
Sign & fence protected areas	SFP	4	14	
Sign designated routes	RTS	0	15	
Install & maintain human barriers (preserves)	PRE	0	16	
Designate & close roads (travel management plan)	TRV	1	17	
Restore habitat (toxicants/unexploded ordinance)	TOX	0	18	
Minimize wild horse & burro impacts	WHB	4	19	
Speed limits	SPD	4	20	
Connect habitat (culverts/underpasses)	CUL	4	21	
Landfill management	LAN	0	22	
Control dogs	DOG	1	23	
Install & maintain tortoise barriers (open OHV areas)	OOA	0	24	
Land acquisition	ACQ	9	25	
Restore habitat (garbage clean-up)	GAR	1	26	
Other	OTH	4		

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
NE CA Mojave workgroup area: Actions to be implemented across or outside of Tortoise Conservation Areas			
1	1	HAB	Utilize grazing management practices to improve vegetation conditions that benefit tortoise habitat. (workgroup identifier number: 1.03)
1	2	EDU	Work with NPS, USFWS, BLM, state, and local governments to improve educational materials that can be shown or handed out at visitor centers. (2.01)
1	2	EDU	Establish kiosks in high use areas to inform visitors on how they can protect habitat conditions as well as the animals. (2.02)
1	2	EDU	Implement tortoise education for schools and visitors to the tortoise habitat areas on the impacts of predators and what individuals can do to reduce predation. (2.06)
1	2	EDU	Provide outreach and education to pet owners where domestic tortoises with disease could come in contact with wild tortoises and ensure that domestic tortoises are not released into wild populations. (2.07)
1	2	EDU	Provide outreach and education at NPS and BLM visitor centers for all public that will be using, developing or recreating in tortoise habitat. (2.08)
1	3	SUB	Ensure that landfills are covered and efforts are made to reduce ravens around the sites. (3.01)
1	3	SUB	Reduce coyotes where populations are increasing within or near important desert tortoise habitat. This should be based on monitoring of the coyotes throughout the critical habitat areas. (3.02)
1	3	SUB	Ensure that all garbage collection areas will not attract ravens or other predators that may be in the area. (3.03)
1	4	PRD	Survey for and remove common raven nests on man-made structures such as powerline poles and towers, communication towers, buildings and old mine workings. (4.01)
1	4	PRD	Reduce raven nesting sites in tortoise habitat; reduce raven populations that exceed historic numbers. (4.02)
1	4	PRD	Reduce coyote populations that exceed historic numbers. (4.03)
1	4	PRD	Remove or eliminate specific feral dogs or others as determined through monitoring data. (4.04)
1	6	LEO	Coordinate all federal, state and local law enforcement officers to provide law enforcement coverage for regular and holiday periods throughout the area. (6.01)
1	7	WDS	Develop a disease management plan for the entire workgroup area. Determine the extent of tortoise diseases in the area; determine the source of the diseases that may be found in the area; identify what areas are disease-free; develop a strategy to reduce, eliminate or restrict the source of all identified diseases found in the populations. (7.01)
1	8	MNG	Work with mine owners to ensure that toxic waste is contained and cleaned up when operations are active and upon completion of the mining operations. (8.03)

1	10	FIR	Coordinate fire management actions in tortoise habitat and non-habitat regimes with all state and federal agencies. (10.01)
1	10	FIR	Reduce fine fuels that are capable of igniting and carrying a fire in critical habitat areas. This can be accomplished by applying proper grazing management practices, removing invasive species and conducting immediate rehabilitation practices to eliminate or restrict annual vegetation encroachment after a fire has occurred. (10.03)
1	10	FIR	Train fire staff about guidelines for attacking fire in desert tortoise habitat (as an ongoing process). (10.05)
1	14	SFP	Sign all high use dirt roads within tortoise habitat to assist the user in protecting tortoise and habitat conditions. (14.01)
1	20	SPD	Establish and enforce a 25 mph speed limit on all dirt roads and trails designated as open by BLM within tortoise habitat. (20.01)
1	Other	OTH	Maintain habitat and desert tortoise populations across all habitat linkages within and connecting to the Ivanpah Valley. Priority linkages have been identified by FWS in their comments on the Programmatic Solar Development EIS and Supplement to the Draft EIS that were submitted to BLM. Linkages and desert tortoise populations in this region are threatened by existing and planned large-scale solar energy projects including Ivanpah SEGS (under construction), Stateline (planned) and Silver State South (planned). The key linkage occurs between the Lucy Grey Mountains and Ivanpah Dry Lake and connects populations in the Eldorado and Ivanpah Critical Habitat Units. Sufficient habitat in this key linkage needs to be protected to maintain existing Desert tortoise population and gene flow. (21.01)
1	Other	OTH	Maintain habitat and desert tortoise populations remaining in the California portion of Ivanpah Valley north and west of I-15, especially habitat occurring in a strip along the east boundary of Clark Mountain and west of the Ivanpah SEGS project. (21.02)
1	21	CUL	Install culverts and underpasses under I-15 to prevent isolation of desert tortoise populations in Ivanpah Valley, and especially prevent isolation of the population occurring west of I-15. (This population and its habitat have already been severely compromised by the Ivanpah SEGS project, and additional threats exist because of the proposed Stateline solar project, high speed railroad, gas pipelines and new transmission lines associated with solar energy projects.) (21.03)
2	1	HAB	Implement an invasive plant removal program along roads and restore natural vegetation that will not allow for re-infestation within desert tortoise habitat. (1.01)
2	1	HAB	Create natural conditions that will benefit the tortoise such as water sources, improved forage and habitat connectivity that do not create other potential threats. (1.02)
2	1	HAB	Eliminate livestock grazing and associated grazing allotments on TCAs. Retire the Clark allotment under existing land use plan provisions, and the Jean Lake allotment, which crosses into California and is one of the few active cattle allotments that still overlap a DWMA in California. (1.04)
2	2	EDU	Work with hiking groups and other users to help them educate their members and promote protection measures. (2.04)

2	2	EDU	Create an informative video on protecting tortoise habitat for use at visitor centers and schools. (2.05)
2	2	EDU	Contact the mineral companies for assistance in developing educational programs and provide a presence for protecting and enhancing the tortoise habitat. (2.09)
2	2	EDU	Provide livestock operators with education on tortoises and their habitats. (2.10)
2	2	EDU	Petition livestock operators to assist in educating the land users and provide a presence for protecting the tortoise and their habitat. (2.11)
2	2	EDU	Implement fire management education to reduce human-caused fires and to teach methods that reduce fine fuels such as removal of weed infestation and fine fuels through proper grazing management techniques. (2.12)
2	4	PRD	Work with the livestock operators to assist in the removal of predators where predation is prevalent. (4.05)
2	6	LEO	Establish a volunteer force that will provide a presence and educational source throughout the tortoise range. (6.03)
2	6	LEO	Organize OHV groups, hikers, land owners and outdoor organizations to provide an organized presence and assist in contacting and educating the public. (6.04)
2	8	MNG	Restore natural conditions where mining has taken place (abandoned mines). (8.02)
2	9	GRZ	Where grazing impacts are determined to be detrimental to desert tortoises, work with the livestock operator along with federal and state agencies that administer the land to find the best management practices for eliminating the threat. (9.01)
2	9	GRZ	Remove all grazing in the California Desert Conservation Area boundary as a mitigation program. This should be consistent with HR 2055 and will therefore provide for dedication of the land associated with the donation, including land use restrictions, for the benefit of wildlife. (9.02)
2	10	FIR	Use aerial firefighting tactics to reduce impacts by ground equipment on fragile lands and potential impact to tortoise burrows and habitat conditions. (10.02)
2	13	CDS	Establish a service to assist pet owners in caring for the health of their tortoises and reduce or eliminate diseases in captive populations. (13.01)
2	17	TRV	Plan and implement additional closures of dirt roads and trails within important desert tortoise connectivity or linkage habitats in the Ivanpah Valley and surrounding areas that are not included in the specific ACECs. Consideration should be given to closing roads to public use that are associated with linear utilities such as powerlines, pipelines and communication lines, and roads constructed for communication sites. (17.01)
2	19	WHB	Eliminate burros from the northern Ivanpah Valley associated with the Clark Mountain Herd Management Area. (19.01)
2	21	CUL	Provide culverts on all roads where tortoise barrier fences have been constructed to reduce or eliminate fragmentation of the habitat and allows connectivity to occur. (21.04)
2	25	ACQ	Acquire in-holdings within critical habitat and conservation lands to consolidate land-ownership. Targeted lands should be prioritized. (25.01)

2	25	ACQ	Coordinate any proposed purchase or lease of land to enlarge, enhance or provide mitigation for tortoise habitat with the counties and states involved to ensure the tax base is not compromised. (25.02)
2	26	GAR	Organize volunteer groups to assist in removing illegal dumping that has occurred along roadways. (26.01)
2	Other	OTH	Population Augmentation/Translocation: 1) Remove tortoises from military maneuver areas, where impacts are unavoidable, and locate them in areas where monitoring data show low populations or disproportionate male/female ratios as well as low potential for other threats; 2) Increase male female ratios by transplanting male tortoises in areas where monitoring data shows there is a need for population survival; 3) Translocate tortoises that are found in areas where surface disturbance is planned to take place to other areas with low threats; 4) Utilize captive, disease free tortoises as a reservoir for future population restocking. (30.02)
3	2	EDU	Interpret all trails that enter or go through tortoise habitat. (2.03)
3	6	LEO	Coordinate federal, state and local officers should to provide mutual assistance to appropriate law enforcement agencies. (6.02)
3	8	MNG	Work with all motorized users of dirt roads found in the area and develop a means to reduce fugitive dust in critical habitat areas where heavy use occurs (Beatley found that heavy vehicle use of dirt roads create fugitive dust that defoliates vegetation). (8.01)
3	10	FIR	Use grazing to reduce fine fuels that can carry wildfire to the extent that it does not eliminate vegetation necessary for tortoise food. (10.04)
3	11	RER	Restore all closed vehicle routes in linkage areas: barricade to prevent motorized vehicle use; vertically mulch or other methods of restoration as appropriate (as per NEMO plan). (11.01)
3	11	RER	Limit roads through linkage areas to those necessary to manage the land uses (as per NEMO plan). (11.02)
3	13	CDS	Provide for shelters and adoption of captive tortoises, and release those found to be disease-free. (13.02)
3	Other	OTH	Establish a coalition of users and land managers to ensure that actions are coordinated, that they have a positive effect on both the tortoise and their habitat and can be implemented economically. This should be in addition to the MOG, DMG and other groups that are not fully focused on tortoise recovery. (30.01)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Mojave National Preserve			
1	2	EDU	Provide outreach and wildland education at NPS and BLM visitor centers on human impacts that can be reduced or eliminated while traveling through or visiting tortoise habitat areas. (workgroup identifier number: 2.01)
1	3	SUB	Work with local communities (e.g. Baker) to control dumpster and garbage subsidies. (3.02)
1	3	SUB	Work with CalTrans to remove garbage/litter along interstates which run through the Preserve. (3.03)
1	4	PRD	Survey for and remove common raven nests from man-made structures including powerline poles and towers, communication towers, buildings, and old mine workings within the Preserve. (4.01)
1	4	PRD	Lethal removal of problem ravens from within the Preserve. (4.02)
1	6	LEO	Effectively control vehicle speeds on Preserve roads through law enforcement, with priority given to critical habitat that supports higher density desert tortoise populations. (6.01)
1	8	FEN	Install and maintain tortoise barrier fencing and pursue road redesign to facilitate reduced road mortality in the highest priority areas where tortoises tend to be on roads in the Preserve. Install culverts for crossing under roads. (8.01)
1	22	DOG	Control free-roaming dogs within the preserve. (22.01)
2	1	HAB	Aggressively control weeds (Bromus sp, Sahara mustard, etc.). (1.01)
2	1	HAB	Restore cattle trampled areas, ROWs, abandoned mines with native vegetation tortoise forage. (1.02)
2	3	SUB	Clean roadkill off highways to minimize raven subsidy within the preserve. (3.01)
2	5	GRZ	Where grazing impacts are determined to be detrimental to TCAs and linkage areas, work with the livestock operator along with federal and state agencies that administer the land to find the best management practices for eliminating the threats and providing a mitigation program consistent with existing federal law and regulations. This covers all allotments in the preserve. (5.01)
2	6	LEO	Increase law enforcement or "conservation patrol" presence in high tortoise population areas during periods of high tortoise activity where roads are required for managing the land within the Preserve. (6.02)
2	7	WDS	Develop a disease management plan for the Preserve. Determine the extent of tortoise diseases in the area; determine what is the source of the diseases that may be found in the area; identify what areas are disease free; develop a strategy to reduce, eliminate, or restrict the source of all identified diseases found in the populations. (7.01)

2	7	WDS	Ensure that captive tortoises do not escape or are not released deliberately (because captives, in general, have a high incidence of disease) with better signage at the Preserve. (7.02)
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RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Ivanpah ACEC			
1	3	RER	Limit roads through the TCA to those necessary to manage the land uses (as per NEMO plan). (workgroup identifier number: 3.02)
1	4	EDU	Establish kiosks in high use areas (e.g. Nipton, Primm) to inform visitors on how they can protect habitat conditions as well as the animals. (4.01)
1	5	SUB	Monitor all utility lines/towers/corridors and other man-made structures in Ivanpah Valley that pass near the TCA for the presence of raven nests and raven predated desert tortoises. Work with appropriate utilities to remove unoccupied nests and continue to work with Wildlife Services to remove ravens in this area. Some work has already occurred in association with ISEGS, but a more formal, frequent, and consistently funded/implemented program needs to be applied to all lines in and around the TCA. (5.01)
1	5	SUB	Control coyotes and reduce raven populations that exceed historic numbers in northern Ivanpah Valley due to subsidized water and shelter provided by facilities at the Primm resorts and golf course. (5.02)
1	5	SUB	Ensure that all garbage collection areas will not attract ravens or other predators that may be in the Ivanpah area. (5.03)
1	5	SUB	Work with the Primm Casinos and the other associated businesses to install raven-proof dumpsters and trash receptacles. Install educational signs at strategic locations notifying the public of the need to contain all inorganic and organic trash in raven proof containers. (5.04)
2	7	SFP	If not present, signs or kiosks should be installed at any camping or staging areas or TCA boundaries associated with recreational activities (e.g. land sailing on Ivanpah Lake) identifying the sensitive resource values in the TCA. (7.02)
2	12	FEN	Install desert tortoise exclusion fencing along Nipton Road from I-15 to the Nevada Border (possibly beyond). The road is built "at grade", so some design consideration needs to be made for potential washouts. Wildlife undercrossings are also likely to be necessary. (12.01)
2	13	WDS	Develop a disease management plan for the Ivanpah Valley. Determine the extent of tortoise diseases in the area; determine what is the source of the diseases that may be found in the area; identify what areas are disease free; develop a strategy to reduce, eliminate, or restrict the source of all identified diseases found in the populations. (13.01)
2	15	CUL	Maintain culverts for tortoise movement along the rail line that cuts through the TCA. (15.02)
2	21	ACQ	Explore acquisition or exchange Township 16N, Range 15E, Section 36 from a willing seller (is private land or State Lands Commission Land). It is currently unoccupied, given its locations in the heart of the TCA and the potential for renewable energy development. (21.01)

2	21	ACQ	Explore acquisition or exchange Township 16N, Range 14E, Section 36 from a willing seller (is private land and has two or three houses). This land is not associated with the Molycorp Mine properties in the area. Those are further east at the intersection of Nipton Road and Ivanpah Road. (21.02)
2	24	WHB	Remove the remaining burros in the Ivanpah Valley. The Clark Mountain Wild Horse and Burro Management Area is located across Interstate 15 from the TCA. It has been closed under BLMs LUP, but burros continue to occupy the area and there is nothing to prevent their movement under the interstate at Ivanpah Wash. Removal of the remaining burros in the Ivanpah Valley would remove an additional threat from populations that are contiguous with the TCA populations. (24.01)
3	3	RER	Restore all closed vehicle routes in the TCA: barricade to prevent motorized vehicle use; vertically mulch or other methods of restoration as appropriate (as per NEMO plan). (3.01)
3	8	WUI	Install and maintain three-strand, smooth-wire fencing at the interface between the TCA and the towns of Primm and Nipton. (8.01)
3	15	CUL	In combination with desert tortoise exclusion fencing along Nipton Road, install culverts and other underpasses to maintain connectivity between the TCA and the Mojave National Preserve. (15.01)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Piute-Fenner ACEC			
1	2	FEN	Install tortoise barrier fencing and pursue road redesign to facilitate reduced road mortality along approximately 34 miles of Interstate 40 in Piute-Fenner Valley (north side includes approximately 19 miles within the Mojave National Preserve that would be coordinated through the National Park Service). Structures allowing for movement of desert tortoises under the highway (box culverts or bridges) need to be included in the project. (workgroup identifier number: 2.02)
1	4	PRD	Survey for and remove common raven nests from man-made structures such as powerline poles and towers, communication towers, buildings, and old mine workings within the Piute Valley. (4.01)
1	8	RER	Restore all closed vehicle routes in the TCA: barricade to prevent motorized vehicle use; vertically mulch or other methods of restoration as appropriate (as per NEMO plan). (8.01)
1	8	RER	Limit roads through the TCA to those necessary to manage the land uses (as per NEMO plan). (8.02)
1	14	SFP	If not present, signs or kiosks should be installed at any camping or staging areas or TCA boundaries associated with recreational activities identifying the sensitive resource values in the TCA. (14.01)
2	2	FEN	Install tortoise barrier fencing and pursue road redesign to facilitate reduced road mortality along approximately 24 miles of Highway U.S. 95 through Piute Valley from the California border to the intersection with Burlington Northern/Santa Fe Railroad at Arrowhead Junction. Structures allowing for movement of Desert tortoises under the highway (box culverts or bridges) need to be included in the project. This highway should be fenced now rather than wait for it to be expanded to four lanes. The highway is built at grade, and some method would need to be developed to prevent washouts. (2.01)
2	2	FEN	Install desert tortoise exclusion fencing and pursue road redesign to facilitate reduced road mortality along Goffs Road from Fenner to US 95. The railroad follows this road very closely for most of this distance and both the road and railroad could potentially be fenced together except for a short stretch just east of Goffs where the railroad pulls away from the road. I believe that Goffs Road is built at grade, but the railroad is on its uphill side in many areas and it has bridges in several areas to allow for connectivity. Design of the fencing would need to consider the potential for wash-outs. (2.03)
2	6	LEO	Increase law enforcement or "conservation patrol" presence in high tortoise population areas during periods of high tortoise activity where roads are required for managing the land in Piute-Fenner. (6.01)
2	7	WDS	Develop a disease management plan for the Piute Valley. Determine the extent of tortoise diseases in the area; determine what is the source of the diseases that may be found in the area; identify what areas are disease free; develop a strategy to reduce, eliminate, or restrict the source of all identified diseases found in the

			populations. (7.01)
2	15	SPD	Sign as desert tortoise high activity area and enforce a 25 mph speed limit on all dirt roads and trails designated as open to vehicle use within desert tortoise habitat in Piute-Fenner. (15.01)
2	22	ACQ	Explore acquisition or exchange of private lands within the TCA from a willing seller (i.e., private land or State Lands Commission Land). (22.01)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Shadow Valley ACEC			
1	2	EDU	Install and maintain a desert tortoise interpretive information kiosk at the rest area along Interstate 15 at the southern boundary of the DWMA; work with CalTrans. (2.01)
1	2	EDU	Post educational materials and/or install an educational kiosk at the gas station north of the Valley Well Rest Area; work with gas station owner. (2.02)
1	3	FEN	Install desert tortoise barrier fencing to facilitate reduced road mortality on approximately 20 miles of Interstate 15 through Shadow Valley (north side includes about 2.75 miles of private lands that would require easement or in Caltrans ROW; south side includes about 2 miles that would be coordinated through the National Park Service, across NPS-managed land). Fence design should include culverts or underpasses to facilitate movement of Desert tortoises and other species. (3.01)
1	6	SUB	Monitor all utility lines/towers/corridors and other man-made structures in Shadow Valley that pass near the TCA for the presence of raven nests and raven predated desert tortoises. Work with appropriate utilities to remove unoccupied nests and continue to work with Wildlife Services to remove ravens in this area. A formal, frequent, and consistently funded/implemented program needs to be applied to all lines in and around the TCA. (6.01)
1	6	SUB	Survey for and remove common raven nests from man-made structures such as powerline poles and towers, communication towers, buildings, and old mine workings in Shadow Valley. (6.02)
1	6	SUB	Work with the gas station along Interstate 15 about a mile north of the Valley Wells rest area to install raven-proof dumpsters and trash receptacles. Install educational signs at strategic locations notifying the public of the need to contain all inorganic and organic trash in raven proof containers. (6.03)
1	6	SUB	Work with CalTrans to install raven-proof dumpsters and trash receptacles at the Valley Wells rest area. Install educational signs at strategic locations notifying the public of the need to contain all inorganic and organic trash in raven proof containers. (6.04)
1	18	SPD	Sign as desert tortoise high activity area and enforce a 25 mph speed limit on all dirt roads and trails designated as open to vehicle use within desert tortoise habitat in Shadow Valley. (18.01)
2	2	EDU	Install signs on the powerline access road that crosses the DWMA at the point where the access road enters the DWMA on its east and west sides. These signs should indicate that visitors are entering a desert tortoise DWMA. (2.03)
2	4	RER	Restore all closed vehicle routes in the TCA: barricade to prevent motorized vehicle use; vertically mulch or other methods of restoration as appropriate (as per NEMO plan). (4.01)

2	10	SFP	if not present, signs or kiosks should be installed along Excelsior Mine Road (locations along it just north of Interstate 15) at any camping or staging areas or TCA boundaries associated with recreational activities identifying the sensitive resource values in the TCA. (10.01)
2	20	ACQ	Explore an acquisition or exchange between the BLM and CA State Lands Commission to consolidate BLM management of the DWMA. There are several CSLC lands within the DWMA, and the sole purpose of these lands is to serve as revenue generation for the state. One of the parcels already has several mining claims on it in the northern portion of the DWMA and the potential that these lands could be developed for renewable energy or other purposes warrants an exchange. (20.01)
2	20	ACQ	Explore acquisition or exchange Township 16N, Range 12E, and Section 16 from a willing seller. (20.02)
3	1	HAB	Restore (i.e., seed, plant) the Kern River Gas Transmission Line where it crosses the DWMA. Currently the line is denuded of vegetation. It is a narrow linear corridor, so it may not be high on the list of restoration priorities for the recovery unit, but it is a potential location to implement restoration in Shadow Valley. (1.01)
3	20	ACQ	Explore acquisition or exchange Township 17N, Range 12E, Section 16 from a willing seller (it is crossed by a utility corridor, but a large portion of it is still good habitat). Some of the 20 acre parcels within the section may already be owned by Mojave Desert Land Trust or other conservation groups. (20.03)
3	24	WHB	Continue to eliminate all burros from the ACEC by implementing an additional round-up and prevent recurrence through periodic surveys and selective removals. BLM identified burros in this area as associated with the Clark Mountain herd and also identified there were burro concentration areas in Shadow Valley. (24.01)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Death Valley National Park			
1	4	PRD	Survey for and remove common raven nests from man-made structures such as powerline poles and towers, communication towers, buildings, and old mine workings in the Park. (workgroup identifier number: 4.01)
1	5	LEO	Increase law enforcement or "conservation patrol" presence to enforce 25 mph speed limits on dirt roads within the Park, especially in Greenwater Valley where Desert tortoises are known to occur and that receive higher levels of vehicle traffic during the spring and fall seasons. (5.01)
2	1	EDU	Develop/refine method for reporting tortoise sightings, including method to refine locations and condition of animal. (1.02)
2	1	EDU	Work with Death Valley interpretive staff to develop message and media about tortoises. Include method to report tortoise sightings and need to drive slowly and watch for tortoise in tortoise zones. (1.01)
2	2	HAB	Reduce/eradicate non-native vegetation and restore native vegetation within tortoise habitat in Death Valley NP. (2.03)
2	2	HAB	Within Desert tortoise habitat in the "Nevada Triangle" of the Park, close and restore unnecessary mining roads and prevent future use by motorized vehicles. Old/abandoned mining shafts and prospects should be closed to prevent tortoise entrapment by backfilling, plugging or fencing. (2.02)
2	6	WDS	Develop a disease management plan for the Death Valley NP. Determine the extent of tortoise diseases in the area (survey to assess demographics and health of tortoises: survey from 1996 found a higher incidence of dead tortoises and remains in the southern part of Death Valley: Owlshhead Mountains); determine what is the source of the diseases that may be found in the area; identify what areas are disease free; develop a strategy to reduce, eliminate or restrict the source of all identified diseases found in the populations. (6.01)
2	8	MNG	Acquire patented mining claims occurring in Desert tortoise habitat and reclaim/restore areas disturbed by past mining including open pits, shafts, prospects and roads. The priority areas for this action are the "Nevada Triangle" and northern Greenwater Valley. (8.01)
2	12	WHB	Remove horses and burros from desert tortoise habitat in the Park and prevent their recurrence through boundary fence upkeep and urging BLM to control horse and burros outside the park boundary. (12.01)
2	22	ACQ	Acquire patented mining claims and other private property within desert tortoise habitat in the Park, especially in the Nevada triangle, Greenwater Valley and the bajadas of the Funeral Range in the Amargosa Valley. (22.01)
3	19	SPD	Sign as desert tortoise high activity area and enforce a 25 mph speed limit on all dirt roads and trails designated as open to vehicle use within desert tortoise habitat in the Park. (19.01)

Colorado Desert workgroup and Tortoise Conservation Areas therein

The Colorado Desert workgroup area is composed of four Tortoise Conservation Areas:

1. Chemehuevi critical habitat unit
2. Chuckwalla critical habitat unit
3. Joshua Tree National Park
4. Pinto Mountains ACEC

SUMMARY TABLE OF ACTIONS PRIORITIZED BY THE COLORADO DESERT WORKGROUP

Recovery Action (RA) Type from SDSS	RA code	SDSS ranking (workgroup)	# Site-specific Actions Prioritized	# Dissenting Opinions
Restore Habitat	HAB	11	1	
Install & maintain tortoise barrier fencing	FEN	11	2	2
Environmental education	EDU	13	3	
Decrease predator access to human subsidies	SUB	13	4	
Targeted predator control	PRD	2	5	
Increase law enforcement	LEO	5	6	
Restore roads (e.g., vertical mulching)	RER	6	7	
Manage disease in wild populations	WDS	1	8	
Install & maintain human barriers (wildland-urban interface)	WUI	0	9	
Sign & fence protected areas	SFP	3	10	
Fire management planning & implementation	FIR	2	11	
Withdraw mining	MNG	4	12	
Sign designated routes	RTS	3	13	
Remove grazing (close allotments)	GRZ	2	14	1
Install & maintain human barriers (preserves)	PRE	0	15	
Restore habitat (toxicants/unexploded ordinance)	TOX	1	16	
Manage disease in captive populations	CDS	0	17	
Designate & close roads (travel management plan)	TRV	3	18	
Control dogs	DOG	3	19	
Speed limits	SPD	0	20	
Landfill management	LAN	1	21	
Connect habitat (culverts/underpasses)	CUL	0	22	
Install & maintain tortoise barriers (open OHV areas)	OOA	0	23	
Minimize wild horse & burro impacts	WHB	1	24	
Land acquisition	ACQ	7	25	2
Restore habitat (garbage clean-up)	GAR	0	26	
Other	OTH	1		

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Colorado Desert Workgroup Area: Actions to be implemented across or outside of Tortoise Conservation Areas			
1	1	HAB	Develop an invasive plant species management plan for the desert tortoise habitat within the Colorado Desert recovery unit (e.g. Sahara mustard, buffelgrass). (workgroup identifier number: 1.02)
1	3	EDU	Ensure that Riverside, San Bernardino, and Imperial county, utility, transportation workers (e.g. maintenance railroad/roads crews) have desert tortoise awareness training. (3.07)
1	4	SUB	Work with utility companies to retrofit existing transmission infrastructure to eliminate avian predator subsidies. For new transmission, recommend co-location of facilities, underground lines should be prioritized, and remote lines should be discouraged to the maximum extent. (4.02)
1	4	SUB	Reduce highway road kills as a raven food source by fencing Interstate and state highways to limit animal access. (4.03)
1	5	PRD	Coordinate partners in implementation and re-evaluation of the Raven EA. (5.01)
1	5	PRD	Remove ravens that are known to prey on tortoises where there is evidence of raven predation in tortoise habitat. (5.02)
1	6	LEO	Hire BLM ranger(s) who would be dedicated to patrol the DWMA's for the benefit of tortoise conservation. (6.01)
1	8	WDS	Develop a disease management plan for Colorado Desert Recovery Unit. Determine extent of diseases present in critical habitat units, attempt to identify source, and establish plan to make unit disease-free, or at least with tortoises that while positive are not symptomatic. (8.01)
1	11	FIR	Initiate fire management planning and implementation in tortoise habitat designated for conservation. (11.01)
1	14	GRZ	Close Rice Valley grazing allotment to help protect Chuckwalla to Chemehuevi desert tortoise habitat connectivity. (14.01)
1	Other	OTH	Identify critical linkages between the Chuckwalla and Chemehuevi ACECs. Ensure adequate crossings exist. (22.01)
1*	25	ACQ	Acquire in-holdings within critical habitat and conservation lands to consolidate land-ownership. Targeted lands should be prioritized. (25.01)
1*	25	ACQ	Acquire all private in-holdings within the Chemehuevi-Chuckwalla linkage habitat. (25.02)
2	1	HAB	Develop and implement a local native plant seed collection/curation/nursery program to further restoration efforts in the Colorado Desert; emphasize those plants which are the favored forage for tortoises within the Colorado Desert Recovery Unit. Tier off of BLM's Native Plant Materials Development Program/Seeds of Success, work with Joshua Tree National Park, and other local entities. (1.01)

2	1	HAB	Monitor artificial wildlife water sources for tortoise hazard and injury risks. Upgrade and maintain safety-deficient sources. (1.03)
2	1	HAB	Coordinate with renewable energy project reviewers and project applicants to receive or transplant native desert plants such as beavertail cactus and trees from construction sites to restoration sites. CDFW Lake and Streambed Alteration (LSA) program (Fish and Game Code section 1600 et seq.) together with the California Desert Native Plant Protection Act (Fish and Game Code section 1925-1926) are legal drivers. (1.04)
2	1	HAB	Encourage County Agricultural Commissioners to activate and coordinate with project planners, and collaborate with CDFW to implement the California Desert Native Plant Protection Act. (1.05)
2	3	EDU	Develop and implement a region-wide desert tortoise public education program. (3.01)
2	3	EDU	Add information regarding ravens to BLM kiosks. (3.02)
2	3	EDU	Develop cross-talk forum or newsletter within CDFW and other agencies for tortoise issues such as updates and changes realized by renewable energy projects, habitat conservation, CEQA and other permitting. Collaborate and focus educational exchange between staff of each field office. (3.03)
2	3	EDU	Install separate, freestanding, interpretive kiosks with desert tortoise protection information at Interstate Highway rest areas (e.g., Sand Hills on I-8, Cactus City and Wiley's Well on I-10, and Fenner Valley on I-40). (3.05)
2	4	SUB	Develop and enforce ordinances to ensure a zero-tolerance for subsidies to predators within all towns and cities bordering and adjacent to critical habitat (dumpsters, trash at commercial areas, housing areas, trees used as perches, dog and cat food left outside, stray dogs, pet feeding in yards) coupled with fines. (4.01)
2	19	DOG	Inform state, local governmental agencies, special districts, and contractors to control and eliminate feral dogs. Encourage county and state transportation departments, railways, conservation organizations, utility and flood control agencies working in remote areas to collaborate with local or nearest vector/animal control entity. Create reimbursement funding for approved and executed vector/animal control. (19.01)
3	3	EDU	Inform state, local governmental agencies, and special districts to utilize tortoise mobile application tool for encounter education and reporting. (3.04)
3	4	SUB	Check all local and regional landfills for evidence of use by subsidized predators. Develop a zero-tolerance for subsidies to predators at those sites. (4.04)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Chemehuevi Critical Habitat Unit			
1	1	HAB	Initiate control of Saharan mustard along highways, with particular emphasis along US 95 through Chemehuevi .(workgroup identifier number: 1.01)
1	2	FEN	Install and maintain desert tortoise barrier fence and underpasses along unfenced portions of I-40. (2.02)
1*	2	FEN	Install and maintain desert tortoise barrier fence and underpasses along Essex Road. (2.03)
1	2	FEN	Install and maintain desert tortoise barrier fence and underpasses along Highway 95. (2.05)
1*	3	GRZ	Close the Lazy Daisy grazing allotment to protect desert tortoises and critical habitat. (3.01)
1	5	SUB	Amend the NECO Plan to end the open/closed wash zone system; and specifically designate which washes will remain open for travel in Chemehuevi to reduce roadkill that provides forage for ravens and coyotes. (5.02)
1	12	RTS	Increase signage of open routes throughout Chemehuevi. (12.01)
1	17	TRV	Re-evaluate travel management plan for Chemehuevi to ensure that there are no duplicate routes and that the existing routes have been mapped properly (focus management in area east of Lazy Daisy). (17.02)
1	22	ACQ	Acquire all private in-holdings within Chemehuevi critical habitat unit. Prioritize acquisition of remaining lands in the northern Chemehuevi Valley. (22.01)
2*	2	FEN	Install and maintain desert tortoise barrier fence and underpasses along National Trails Highway. (2.04)
2	2	FEN	Install and maintain desert tortoise barrier fence and underpasses along Highways 62. (2.06)
2	5	SUB	Reduce water subsidies for ravens and coyotes in Chemehuevi. Conduct an inventory of guzzles, monitor guzzles for raven/coyote use. Close, move, or retrofit guzzles that provide high value to predators; evaluate need for exclusion fencing. (5.01)
2	8	LEO	Coordinate with Tribes to increase enforcement on routes entering their lands. (8.01)
2	24	WHB	Institute a more aggressive burro removal program and a reduction in the limits of the herd size in the Chemehuevi Valley. The feral burros are having an impact on the Chemehuevi Valley tortoise habitat population, as demonstrated through recent data and models. (24.01)
3	2	FEN	Install and maintain desert tortoise barrier fence and over-passes/underpasses along Colorado River Aqueduct. (2.01)

3	2	FEN	Install and maintain desert tortoise barrier fence and underpasses along the ATSF railroad. (2.07)
3	9	RER	Amend the NECO Plan to end the open/closed wash zone system; and specifically designate which washes will remain open for travel. (9.01)
3	22	ACQ	Conduct audit to identify gaps in CDFG land acquisition process and rank potential remedial actions to benefit tortoise. CDFG has mitigation lands in the unit that are not completely acquired, endowment/enhancement fees not utilized, or permittee defaulted on conditions for mitigation lands or fees. (22.03)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Chuckwalla Critical Habitat Unit			
1	2	EDU	Retrofit the informational kiosks, which are at the major entrances into the Chuckwalla DWMA, with updated information on the desert tortoise. (workgroup identifier number: 2.03)
1	2	EDU	Ensure that all agents of the Border Patrol and Military who work within the Chuckwalla DWMA are tortoise trained. There is a high level of use by the Border Patrol in the Chuckwalla DWMA particularly along the Bradshaw Trail. (2.04)
1	3	FEN	Install and maintain tortoise barrier fences and underpasses along Interstate 10. (3.02)
1	7	RER	Continue to restore "Closed Routes" as identified in the NECO Plan with funding from the California OHV grant program and support from the Student Conservation Association. Prioritize closed routes needing restoration based on the USGS habitat model, key linkage areas, and level of use. (7.01)
1	7	RER	Coordinate with Riverside County to reduce berm size on the Bradshaw Trail. (7.02)
1	11	SFP	Continue to sign and fence (preferably with post cable): "Open Routes", "Closed Washes", restoration areas, and DWMA boundaries. (11.01)
1	11	SFP	Replace faded "Do Not Enter" signs for the Chocolate Mountains Gunnery Range along the Bradshaw Trail. (11.02)
1	15	TRV	Re-evaluate travel management plan for Chuckwalla to ensure that there are no duplicate routes and that the existing routes have been mapped properly. (15.02)
1	24	ACQ	Acquire all inholdings in the eastern part of the Chuckwalla critical habitat unit (the Milpitas Wash area) which is heavily checker-boarded in Imperial County. Development is occurring adjacent to this critical habitat placing it at high risk. (24.01)
1	24	ACQ	Consider providing grants for NGO's to use to acquire smaller parcels within the Chuckwalla Bench that are difficult for the BLM to acquire because of the administrative burden. (24.02)
1	24	ACQ	Prioritize land acquisition based on the USGS habitat model and key linkage areas. Target these key acquisition areas with mitigation funding from the solar projects in the Riverside East Solar Energy Zone. (24.03)
2	1	HAB	Map out degraded areas in Chuckwalla using aerial photography. Prioritize areas needing restoration based on USGS habitat model and critical linkage areas. Apply for restoration grants or consider as mitigation for solar projects. (1.02)
2	4	SUB	Reduce water subsidies for ravens and coyotes in Chuckwalla. Conduct an inventory of guzzlers, monitor guzzlers for raven/coyote use. Close, move, or retrofit guzzlers that provide high value to predators; evaluate need for exclusion fencing. (4.01)

2	4	SUB	Work with local communities (Desert Center and Chiriaco Summit) to reduce predator access to trash and other human subsidies. (4.02)
2	6	LEO	Increase law enforcement presence along the Bradshaw Trail or upper Salt Creek Road where people may be tempted to take desert tortoises when they see them. (6.01)
2	8	TOX	Coordinate with the Navy to clean-up toxicants and/or unexploded ordnance in the portion of the Chuckwalla DWMA on the Chocolate Mountain Aerial Gunnery Range. (8.01)
2	15	TRV	Amend the NECO Plan to end the open/closed wash zone system; and specifically designate which washes will remain open for travel. (15.01)
2	17	MNG	Close key portions (e.g., those areas with USGS habitat model score of 0.7 and above) of the Chuckwalla DWMA from saleable, leasable, and/or locatable minerals. (17.01)
3	1	HAB	Address non-native species (<i>Brassica tournefortii</i>) between Chuckwalla and Orocopia mountains and along railroad. (1.04)
3	12	RTS	Continue to sign "Open Routes" as designated in the NECO Plan with funding from California OHV grants. (12.01)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Joshua Tree National Park			
1	1	EDU	Review and update current desert tortoise education programs. Continue to push desert tortoise programs to more students desert-wide. (workgroup identifier number: 1.02)
1	1	EDU	Maintain and expand the NPS desert tortoise education programs to assure that the public's perception on protection and conservation is not limited to the NPS area but extends to wildland throughout the area. (1.03)
1	9	FEN	Evaluate and analyze potential areas that would benefit from tortoise barrier fencing in the Park. (9.01)
2	1	EDU	Integrate new information on disease and implications of releasing captive tortoises into the environmental education program in the Park. (1.01)
2	2	SUB	Decrease coyote access to subsidies at the Cottonwood visitor center. Keeping food inaccessible to these predators and encouraging visitors not to feed them may be important for tortoise survival especially in drought years. Coyote predation on tortoises appears to be extremely high at the Barrow Plot. (2.01)
2	2	SUB	Increase education to visitors about the issues related to feeding wildlife. This needs to occur in the Park as well as communities adjacent to the Park. (2.02)
2	4	LEO	Increase awareness and education of law enforcement rangers about specific ways that their work can increase protections to the desert tortoise. (4.01)
2	5	HAB	Identify priority areas in the park for exotic plant control (e.g. invaded, high quality habitats) with the invasive plant technician (5.01)
2	10	SFP	Expand installation of signage relating to desert tortoise protection to educate more visitors to the Park. (10.01)
2	17	DOG	Address dogs in the WUI areas around the park to eliminate the possibility that dogs become a problem for tortoises in the Park. (17.01)
3	2	SUB	Continue Park-sponsored public service announcements to educate residents about feeding wildlife. (2.03)
3	7	FIR	Update the Fire Management Plan for the Park. (7.01)
3	11	RER	Address illegal incursions into the Park from BLM designated routes that are very close to the park by restoring unauthorized incursions and/or closed routes using methods such as vertical mulching. (11.01)
3	13	MNG	Remedy problem mine sites that have the potential to harm tortoises. (13.01)

RIT Priority	SDSS RA type rank	RA code	Area of Interest & Specific Actions
Pinto Mountains ACEC			
1	1	MNG	Withdraw the Pinto Mountains ACEC from mineral entry because of its small size and key location between Chemehuevi and Joshua Tree. (workgroup identifier number: 1.01)
1	2	HAB	Restore redundant routes within the Pinto Mountains ACEC. (2.04)
1	3	FEN	Inventory mine shafts and other hazards from past mineral development and extraction and fence those shafts which constitute hazards to tortoises (and humans). Any safety fencing should be installed to prevent tortoise access. (3.01)
1	3	FEN	Install and maintain tortoise barrier fencing along Highway 62. (3.02)
1	10	LAN	Reduce subsidies to ravens from operations at the transfer station. (10.01)
1	11	RER	Identify and restore closed and unauthorized routes in the Pinto Mountains area. (11.01)
1	11	RER	Identify potential reasons for the proliferation of unauthorized routes in a given area (i.e. existing mining claims, private inholdings) within the Pinto Mountains and try to ameliorate them. (11.02)
1	14	RTS	Sign designated routes in Pinto Mountains to ensure proper adherence to routes. Routes in the area have recently been identified and designated. (14.01)
2	1	MNG	Mitigate abandoned mines/claims with dangers to tortoises in the Pinto Mountains ACEC. (1.02)
2	2	HAB	Conduct habitat restoration in areas disturbed by mineral extraction. (2.03)
2	4	EDU	Increase environmental education in Pinto Mountain through a BLM and NPS partnership to assist each other in protecting this area. (4.01)
2	5	SUB	Decrease predator access to subsidies at active mines within Pinto Mountains. (5.01)
2	5	SUB	Reduce water subsidies for ravens and coyotes in Pinto Mountains. Conduct an inventory of guzzlers, monitor guzzlers for raven/coyote use. Close, move or retrofit guzzlers that provide high value to predators; evaluate need for exclusion fencing. (5.02)
2	7	LEO	Increase law enforcement presence in Pinto Mountain through a BLM and NPS partnership to assist each other in protecting this area. (7.01)
3	4	EDU	Increase environmental education to assure no releases of captive tortoises in Pinto Mountains from the nearby urban population with captives in backyards. (4.01)
3	21	DOG	Aggressively remove feral dogs from throughout the Pinto Mountains area. (21.01)

Dissenting Opinions: Colorado Desert Workgroup

Workgroup identifier	RIT Priority	Dissenting Priority	RA code	Reasoning Behind Dissenting Opinion	Name & Organization
Colorado Desert Workgroup Area: Actions to be implemented across or outside of Tortoise Conservation Area					
25.01	1	N/A	ACQ	The County objects to further erosion of the tax base. There is no conflicting use taking place on private land in this area, and some pieces are base properties for the grazing lease. The County would only concur if a way to acquire by exchange with no net loss or with change to PILT formula to treat BLM acquisitions like NPS acquisitions.	G. Hillier, San Bernardino County
25.01	1	N/A	ACQ	The County has standing objections to further federal land acquisition unless it can be accompanied with either no net loss to property tax revenue or a change in PILT in which BLM acquisitions would be bundled in the same manner as NPS.	G. Hillier, San Bernardino County
Chemehuevi Critical Habitat Unit					
2.03	1	N/A	FEN	There is little evidence that current traffic load on this highway results in tortoise mortality to justify this expensive fencing. The County lacks the funds to provide for such an action now or in the future. If BLM or NPS wish the road fenced, the County would not object to expenditure of federal funds for this.	G. Hillier, San Bernardino County
2.04	2	N/A	FEN	There is little evidence that current traffic load on this highway results in tortoise mortality to justify this expensive fencing. Tortoise fencing would adversely impact the historical integrity of this road, which is the old Route 66. The County would want to be fully engaged on this to minimize visual impact.	G. Hillier, San Bernardino County
3.01	1	N/A	GRZ	This allotment has existed for many decades and has not been shown to have had a deleterious effect on tortoise populations. Managed grazing can be used to manage vegetation and can contribute to fuel management to reduce the possibility of wild fires.	G. Hillier, San Bernardino County

Other Site-Specific Actions Proposed by RIT members

The recovery actions listed in this section were proposed during the action planning process but were not placed in priority categories 1 through 3 by the Recovery Implementation Team workgroup. Actions may also be included here because it was decided by the team that, at this time, the action did not warrant prioritizing during the current 5-year planning period.

West Mojave Workgroup

Priority Category Decision	SDSS RA Type	RA code	Area of Interest & Specific Actions
Fremont-Kramer Critical Habitat Unit & DTRNA			
N/A	1	HAB	Protective fencing and facilitated recovery by mechanized means and planting. (workgroup identifier number: 1.05)

NE CA Mojave Workgroup

Priority Category Decision	SDSS RA Type	RA#*	Area of Interest & Specific Actions
Mojave National Preserve			
N/A	5	GRZ	Remove grazing from the Colton Hills allotment, which is in tortoise habitat. Private land base property associated with this allotment should be acquired. Keep in mind that the NPS does not have legal authority to close grazing in the Preserve as it is part of our legislation. (workgroup identifier number: 5.05)
N/A	10	RER	Rip and disc closed vehicle routes in the Preserve to relieve soil compaction; barricade to prevent motorized vehicle use. (10.01)
N/A	10	RER	Limit roads through critical habitat areas in the Preserve to those necessary to manage the land uses. (10.02)
N/A	21	SPD	Work with San Bernardino County on establishing speed controls and strongly consider tortoise barrier fencing along Ivanpah Road and Morning Star Mine Road roads, if monitoring indicates vehicle mortality is an issue within this critical habitat area. Vehicle speeds on paved roads within the Preserve appear excessive in some areas, especially in Ivanpah Valley on Ivanpah Road and Morning Star Mine Road. (21.01)
Ivanpah ACEC			
N/A	2	GRZ	Eliminate livestock grazing and associated grazing allotments in the ACEC. Retire the Jean Lake allotment under existing land use plan provisions. The Jean Lake allotment, which crosses into California, and is one of the few active cattle allotments that still overlaps a TCA in California. This allotment is currently inactive, so defer action until allotment is activated and require restrictions, e.g. seasonal use. (2.01)

N/A	7	SFP	Install and maintain additional three-strand fencing (to alert the public that they are in a sensitive area) along Nipton Rd. where you enter the ACEC; could be tied in with desert tortoise exclusion fencing. (7.01)
N/A	11	LEO	Increase "conservation patrol" presence in Ivanpah in high tortoise population areas. (11.01)
N/A	12	FEN	Install desert tortoise exclusion fencing along the eastern side of Interstate 15 from Ivanpah Dry Lake south towards Mountain Pass. Stop fencing at 5,000 feet elevation. Several undercrossings already exist under I-15, so wildlife undercrossings are probably not needed. (Brightsource for mitigation.) (12.01)
N/A	20	SPD	Establish and enforce a 25 mph speed limit on all dirt roads and trails designated as open to vehicle use in the ACEC. (20.01)
Piute-Fenner ACEC			
N/A	19	TRV	Close all washes to motorized vehicle use and effectively barricade to prevent trespassing within Piute-Fenner. Desert tortoises spend considerable time in washes because they facilitate movement, contain greater forage and cover, and their banks are often favored sites for burrowing. (19.01)
N/A	19	TRV	Reduce motorized vehicle route density in the ACEC to promote Desert tortoise recovery. Existing level of designated open vehicle routes provides redundant access across the ACEC. (19.02)
N/A	24	GRZ	Where grazing impacts are determined to be detrimental to TCAs and linkage areas, work with the livestock operator along with federal and state agencies that administer the land to find the best management practices for eliminating the threats and providing a mitigation program consistent with existing federal law and regulations. Covers all allotments in the ACEC. (24.01)
Shadow Valley ACEC			
N/A	19	CUL	Install new box culverts or underpasses along existing highways where habitat connectivity has been lost within Shadow Valley. (19.01)
Death Valley National Park			
N/A	17	TRV	Close and restore abandoned and unnecessary dirt roads associated with mining activity in the Nevada Triangle and Greenwater Valley. (17.01)
N/A	7	FIR	Control all fires in Desert tortoise habitat using practices that minimize loss of natural vegetation communities, and confine all motorized vehicles used in fire control and suppression to existing dirt and paved roads. Allow no cross-country vehicle use in fire suppression activities. (7.02)
N/A	7	FIR	Stage response staff and equipment closer to sensitive areas. (7.01)

C. TRACKING & MONITORING PLAN

Reporting requirements for recovery action implementation and maintenance

Implementation and maintenance reporting is vital for tracking what has been undertaken for recovery of the desert tortoise, as well as for assessing effectiveness of actions at the tortoise conservation area level. For each action undertaken, the location, type, area and/or number of activities undertaken should be reported each year. In out-years, status up-dates of on-going actions should be reported (e.g., locations of visual inspections and repairs). RIT members will use the Desert Tortoise Recovery Action Tracking Database (http://mojavedata.gov/deserttortoise_gov/tools/) to upload spatial data or draw the footprint of implemented actions.

Plan for supporting monitoring and research to assess action effectiveness

Overall Recovery Action Plan Effectiveness Monitoring

The large number of potential recovery/mitigation actions in any portion of the desert reflects the reality that Mojave desert tortoises are impacted by many activities of potentially greater or lesser effect. Reasonable documentation of these multiple impacts and the effectiveness of ameliorating those impacts has been elusive for reasons related to the biology of the desert tortoise, such as the fact that tortoises are long-lived and many threats have chronic effects, survivorship of adults is relatively high, and therefore a very slight predicted improvement in survivorship would require extensive and intensive monitoring, and juveniles are cryptic with high mortality rates making documentation of their occurrence, let alone survival, extremely difficult. The Desert Tortoise Science Advisory Committee has advised that effectiveness of on-the-ground recovery actions for desert tortoise recovery, in general, be assessed using data from the range-wide monitoring program, emphasizing increasing ability to detect regional population trends rather than fine-scaled population responses to individual actions. Population abundance is an accepted metric of overall population response to both continuing threats and to successful recovery actions, which is why both recovery plans to date for the desert tortoise have included a recovery criterion calling for evidence of increasing population trends. In addition, a commitment to the measurement of an overall population response is a necessary prerequisite to the desert tortoise being delisted and relief from regulatory burdens of the Endangered Species Act. Because multiple recovery actions for multiple projects are expected to be implemented in the same tortoise conservation area, using distance sampling to describe changes in abundance within tortoise conservation areas is the appropriate success measure for recovery actions prioritized and implemented based on the SDSS ranking system.

Estimated annual support required for the range-wide monitoring program at optimal level in each sampling area is listed below. This effort is subject to ongoing evaluation and revision of the range-wide sampling strategy.

West Mojave Workgroup Areas

Ord-Rodman: ~\$60,000/year
Superior-Cronese: ~\$138,000
Fremont-Kramer: ~\$109,000

NE CA Mojave Workgroup Areas

Ivanpah: ~\$118,000
Fenner: ~\$109,000

Colorado Desert Workgroup Areas

- Pinto Mountains: ~\$36,000
- Joshua Tree National Park (non- critical habitat): ~\$55,000
- Chuckwalla: ~\$182,000
- Chemehuevi: ~\$182,000
- Chocolate Mountain AGR: ~\$60,000

Monitoring for the effectiveness of specific recovery action types

Focused effectiveness monitoring and/or research for particular actions are still important to improve understanding of threats or actions for which greater uncertainty or controversy exists. Extremely well-designed, implemented, and coordinated research studies will be required to accurately describe recovery action effectiveness in these cases. Research requires replication and standardization of procedures. Best research practices also require that effectiveness metrics are measurable within a reasonable timeframe. Potentially, an effectiveness monitoring/research fund (e.g., NFWF) should be established from which experimental effectiveness monitoring efforts would be coordinated at a larger scale.

In conjunction with prioritizing recovery actions in this document, the RITs prioritized needs for effectiveness monitoring or research. Each workgroup developed priorities for management actions and effectiveness monitoring/research for their workgroup area that they felt warrant such an experimental approach in each workgroup area.

West Mojave Workgroup

Priority Effectiveness Monitoring and/or Research Topics	RA code	SDSS RA Type rank
Continue research on infectious diseases and their spread to address topics essential to recovery of the tortoise (e.g., spread in the Daggett area).	WDS	16
Monitor effectiveness of targeted predator control (i.e. Raven/Canid) in areas with existing data (e.g. DTRNA, EAFB). The measure of effectiveness will be the decrease in mortality and increase in juvenile tortoise population and recruitment of juveniles in the adult population.	PRD	6
Monitor effectiveness of maintaining/obscuring route closures.	RER	7
Monitor effectiveness of horizontal and vertical mulching for the return of native vegetation and improving tortoise habitat.	RER	7
Monitor effectiveness of actions to decrease predator access to subsidies.	SUB	4
Monitor effectiveness of environmental education efforts, such as government-funded brochures, costumes for out-reach events, numerous out-reach events, posters, public service announcements, videos, websites, and all sorts of educational materials (e.g. Colorado State University report phase 2).	EDU	2
Monitor effectiveness of park rangers, BLM rangers, and CDFW wardens hired for tortoise recovery implementation.	LEO	9
Identify and prioritize areas with potential as climate change refugia, (i.e., areas that will remain stable habitat over time based on climate change scenarios).		

NE CA Mojave Workgroup

Priority Effectiveness Monitoring and/or Research Topics	RA code	SDSS RA Type rank
Monitor effectiveness of environmental education efforts and techniques.	EDU	2
Desert tortoise monitoring: implement monitoring capable of determining fluctuations in population (range-wide LDS, plus study plots).		
Monitor effectiveness of population augmentation methods. Fully support tortoise research facility in Mojave National Preserve to better understand headstarting/population augmentation. Begin population augmentation for collapsed populations (e.g. Goffs).		
Disease: determine the source of cutaneous dyskeratosis (CD). These should be rangewide studies conducted by the USGS.	WDS	7
Tortoise Surveys and Monitoring: determine extent of tortoise distribution and population structure; refine distribution model for Death Valley NP.		
Monitor effectiveness of installing tortoise barrier fencing; determine where tortoises tend to be on paved roads, fence those roads, monitor the effect of the fencing.	FEN	5
Disease: determine if the tortoises have the URTD disease, its spread and impact on the population. These should be rangewide studies conducted by the USGS	WDS	7
Habitat Restoration-Wildfire: determine habitat impacts from past wildfire burns and develop methods to restore vegetation conditions and reduce future fire occurrences	HAB	1
Monitor effectiveness of grazing removal: conduct studies in the grazing allotments that have had grazing retired to determine if there are any benefits that have occurred to the tortoise and their habitat.	GRZ	9
Drought and Climate Change: determine the adaptability of the tortoise to deal with drought and the fluctuating climate conditions.		

Colorado Desert Workgroup

Priority Effectiveness Monitoring and/or Research Topics	RA code	SDSS RA Type rank
Monitor effectiveness of Sahara mustard control methods. Monitor effects of Sahara mustard infested areas on tortoises (specifically Chuckwalla).	HAB	1
Monitor effectiveness of designating and closing roads for recovery of tortoise populations.	TRV	18
Monitor effectiveness of installing tortoise barrier fencing for recovery of tortoise populations.	FEN	2
Monitor effectiveness of using culverts/underpass to connect habitat and maintain genetic connectivity.	CUL	22
Monitor effectiveness of habitat restoration methods.	HAB	1
Monitor effectiveness of environmental education efforts for recovery of tortoise populations.	EDU	3

Monitor effectiveness of land acquisition for recovery of tortoise populations.	AQC	25
Monitor effectiveness of wind and solar energy development, operation, and decommissioning on desert tortoises, both local and regional. (Additional priority research question for the Colorado Desert proposed by Jeff Lovich, who was unable to attend the 2012 in-person RIT meeting.)		

D. NEXT STEPS

The relevant land management agencies will use their own processes to implement priority actions, research and monitoring. The necessary planning processes (e.g., NEPA where appropriate) will be engaged to formalize each agency's commitments to the adopted actions. The recovery action plans will also be available for agencies to use to identify priority mitigation actions for projects impacting desert tortoise habitat or populations within the relevant workgroup area. Implementation and monitoring will be tracked using online tools and collaboration among workgroup members.



AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Inyo County 2012 General Plan Annual Progress Report

DEPARTMENTAL RECOMMENDATION:

Accept and provide comments on the draft Inyo County 2012 General Plan Annual Progress Report (APR), and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR).

SUMMARY DISCUSSION:

Government Code Section 65400 requires that local agencies prepare a General Plan APR. The purpose of the document is to report on the County's progress in implementing its General Plan. The Planning Commission reviewed the draft APR and provided input at its regular February 27, 2013 meeting. Comments provided by the Commission have been incorporated, and the document is now being presented to the Board of Supervisors for its review and comment. Subsequently, it will be submitted to OPR and HCD.

As indicated in the draft APR, the General Plan is the County's constitution and guiding vision, and upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process. However, the County has encountered difficulty in making the voice of its citizens heard in some State and federal planning issues.

The County participated in a variety of planning activities in 2012, as identified in the APR. The County continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. Several zone reclassifications occurred in 2012, including modifying the code governing home occupations. Staff continues to work on updating the General Plan and Zoning Ordinance and expects to begin public outreach in 2013.

ALTERNATIVES:

- Direct changes to the APR.
- Do NOT accept the APR.
- Return the APR to staff with direction.

OTHER AGENCY INVOLVEMENT:

State of California – OPR and HCD

FINANCING:

Funds for the General Plan APR are allocated from geothermal royalties by operating transfer to the General Fund/Planning Department budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (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: 3-6-13

Attachment: Draft APR

Draft General Plan Annual Progress Report

2012

County of Inyo



Prepared by Inyo County Planning Department

March 2013

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I. Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)¹.

The purpose of the document is to report on Inyo County's progress in implementing its General Plan. The document has been provided to the Planning Commission and Board of Supervisors for their review and submitted to OPR and the Department of Housing and Community Development (HCD).

Background

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on certain occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County's planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department's website at the following link: http://inyo.planning.org/general_plan/index.htm.

Informational Document

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

¹ General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to http://opr.ca.gov/docs/GP_APR_Guidance_2007.pdf

Organization

After this Introduction, a summary of projects and issues addressed in the last year is provided, and then each General Plan element is addressed. Following these topics, the County's planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

II. Plans, Projects, and Accomplishments

During 2012 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs, and are not intended to be exhaustive.

Building Permits

Seventy building permits were reviewed by the Planning Department for zoning and General Plan consistency issues. Building permits were issued for seven new single-family homes, four of which were new mobilehomes, and demolition permits were issued for one mobilehome. The resulting building permit activity indicates a net increase of six single-family dwelling units during 2012. Certificates of occupancy were issued for three residences and one miscellaneous structure throughout the County, for a total of four. There were also seven solar energy generating systems installed during 2012, both ground-mounted systems and roof-mounted systems. Additionally, there were a couple of pre-fabricated buildings installed along the Digital 395 corridor intended to protect switching and connecting equipment for the Digital 395 network.

Planning Permits

The Planning Department processed a variety of planning permits during 2012, including variances, conditional use permits (CUP), subdivisions, and associated environmental reviews. The breakdown in applications received is as follows:

- 3 Lot Line Adjustments (LLA)
- 4 Tentative Parcel Maps (TPM)
- 1 Tentative Tract Map (TTM)
- 4 CUPs
- 1 Variance
- 4 Reclamation Plans
- 5 General Plan Amendments (GPA)
- 6 Zoning Reclassifications (ZR)
- 2 Lone Pine Design Reviews
- 1 Development Agreement
- 1 Reversion to Acreage

In addition, 5 zoning violations were logged and 3 Planning Commission Appeals were received.

During the past year, the Planning Commission agendas included the following application types:

- 4 CUPs
- 1 TPM
- 1 GPA
- 2 ZRs
- 1 TTM
- 1 Variance
- 1 Reclamation Plan
- 1 Reversion to Acreage
- 1 Revocation of a CUP
- 1 Time Extension of a CUP

Of the projects reviewed by the Planning Commission, four applications were presented to the Board of Supervisors. In addition, the Lone Pine Architectural Design Review Board heard two design review cases. No emergency ordinances or moratoria were approved in 2012.

Projects Reviewed by the Planning Commission during 2012

The following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

Conditional Use Permit #2008-02 & #2011-03/Deep Rose LLC Geothermal Exploratory Well Drilling Project The Planning Commission approved both CUPS with the Finding's and Conditions of Approval. The project consisted of one CUP for geothermal exploration activities and the other CUP for water transfer activities which were needed for well drilling and dust suppression.

Ordinance Extending Certain Provisions of Inyo County Code Section 18.78.285 The Planning Commission recommended to the Board of Supervisors adopting this ordinance to allow additional time for nonconforming dwellings affected by the Big Pine fire to be reconstructed.

Conditional Use Permit #2012-01/Xanterra The Planning Commission approved a CUP subject to the conditions of approval for a covered deck/entryway to encroach into the required 25-foot front yard setback for the site. The site is located at the Furnace Creek Ranch Resort within the Death Valley National Park.

Zone Reclassification #2012/02/LADWP & General Plan Amendment #2012-02/LADWP The Planning Commission recommended approval to the Board of

Supervisors for a Zone Reclassification and General Plan Amendment for a 1.62 acre site owned by LADWP and used for storage of construction equipment, recreational vehicles, and heavy equipment. The proposal requested a landuse designation change from Public Facility (PF) to General Industrial (GI) and a zone change from Public (P) to General Industrial (M-1).

Reclamation Plan #2011-01/ CR Briggs Corporation The Planning Commission approved a Reclamation Plan to expand the existing Briggs footprint by 94 acres increasing the mine life an additional five to seven years. The site is located in Panamint Valley, approximately six miles from Ballarat, on Wingate Road, within Inyo County and BLM land.

Variance #2012-01/Van Nest The Planning Commission approved a variance granting a reduction in the required sideyard setbacks from twenty feet to five feet for a parcel zoned Rural Residential (RR). The variance was necessary because the lot was nonconforming with regards to width. The minimum lot width for the RR zone is 125 feet whereas this parcel was only 94 feet wide.

Tentative Parcel Map 402/Roseme The Planning Commission approved a subdivision of a 1.75-acre parcel, located at 710 South Barlow Lane. The subdivision created three lots with one containing an existing home. The project site is designated as Residential Very Low (RVL) and zoned One-Family Residences (R-1), 0.5-acre minimum lots size.

Zone Reclassification #2012-05/Home Occupations The Planning Commission recommended approval by the Board of Supervisors for an amendment to the Zoning Code to allow for Home Occupations as an accessory use in all residential districts. This made the zoning code compliant with the California Home Food Act (AB 1616) and the County's General Plan.

General Plan Amendment #2010-01, Zone Reclassification #2010-02, Conditional Use Permit #2010-03, and Reversion to Acreage #2012-01/ Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant Project The Planning Commission recommended to the Board of Supervisors approval of the project. The applicant is proposing building and operating a spring water bottling facility on a 34-acre site adjacent to the southern border of the community of Cartago and on the east side of Highway 395. The project will pump 360 acre feet of groundwater per year. The project is asking for a General Plan Amendment to change the landuse designation from Rural Protection (RP) and Residential Rural High (RRH) to Light Industrial (LI), a Zone Reclassification to change the zoning from Open Space (OS) and Rural Residential (RR) to Light Industrial (M2), a Conditional Use Permit to allow for a bottling plant, and a Reversion to Acreage to extinguish lot lines and roads from a previously, but never constructed, residential subdivision of the property.

Other Projects

The following discussion summarizes other current projects regarding which the County expended substantial efforts.

Zoning Code/General Plan update – The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Willdan in 2011 to prepare updated Zoning Code sections and incorporated their input into a comprehensive Zoning Code update and prepared a related General Plan update. These draft updates were provided for review by the Board of Supervisors and Planning Commission in a series of workshops in 2012, culminating in a joint workshop with the Planning Commission and Board of Supervisors on July 10. Additional work was directed regarding code enforcement and special event permits, and the Planning Commission provided input regarding these issues at workshops later in the year. The next steps are to incorporate comments from the workshops into the Zoning Code and General Plan update and begin public outreach and the environmental review process.

Hidden Hills Solar Energy Generating Station – proposed by subsidiaries of BrightSource Energy, Inc., this project, in Charleston View, proposes two approximately 750-foot towers surrounded by 85,000 heliostats each and related facilities on private lands just west of the Nevada border and north of Old Spanish Trail, with electricity and natural gas transmission to the site through Nevada. The California Energy Commission (CEC) maintains exclusive permitting jurisdiction under the Warren Alquist Act, and the County has been participating extensively in the CEC's certification process. The Final Staff Assessment completed by the CEC was released in December of 2012 and hearings are scheduled for March of 2013.

Northland Power Independence Solar Generating Plant – proposed project is for a photovoltaic solar power generating plant on 1,280 acres of property located southeast of Independence, CA off of Mazourka Canyon Road. The project is intended to create at least five permanent jobs over the life of the project and the energy produced will be sold to LADWP as renewable energy.

Yucca Mountain Repository Assessment Office –funding for development of Yucca Mountain waste site was terminated by the Obama Administration consequently eliminating the funding to all Affected Unit of Local Government (AULGs) and terminating the project for Inyo County. During 2012 Planning Staff worked to “mothball” the Yucca Mountain Repository Office. Staff has continued to monitor whether the Obama Administration has any intentions to start-up the Yucca Mountain again.

Early in 2011 Inyo County contracted with Geoscience Consultants LLC to conduct a Rhyolite study in the Greenwater Range in Southeast Inyo County to support some of the County's volcanology contentions. Geoscience completed this work in July, 2012.

Cost, Energy, and Service Efficiencies Action Plan for Southern California Edison (SCE) – Inyo county was selected in 2011 by SCE to prepare a Cost, Energy, and Service Efficiencies Action Plan. Planning staff worked with a consultant and conducted various public outreach programs and a final plan was released in November, 2012. This plan outlines ways that the County can reduce their energy use, identifies goals and milestones for energy reduction, serves as an educational tool for other groups, identifies the highest and lowest energy users within the County, offers strategies that the County can use in achieving their energy reduction goals, and provides a template that other organizations can use to develop their own Action Plan.

Mining – pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its oversight activities to encourage production and conservation of minerals and minimize associated environmental impacts. Staff inspected approximately 100 mines and processed a reclamation plan for C.R. Briggs.

Digital 395 – the County worked with Praxis Associates, a fiber-optic network development firm, to develop and design the proposed regional network, which, upon completion, will attain broadband speeds of up to 40 Gigabits per second. During 2012 Praxis began installing the fiber optic line in the north and the south ends of the network. Praxis began installing the fiber optic line in Inyo County in the beginning of 2013.

Brownfields Grant – On August 9th, 2011 Inyo County entered into a MOU with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission and economic development in the vicinity of identified Brownfields sites. The county has identified two potential sites in the County. One is on the northwest side of the Owens Lake and the second is the Mt. Whitney Fish Hatchery. Phase 1, environmental site assessments have been completed for both and phase 2, site investigations are currently being conducted.

Natural Resource Advisory Committee (NRAC) – Planning Staff continued to work with the advisory committee on various natural resources projects within the county. NRAC provided input on various natural resource based projects that the County participated in during 2012 including an OHV grant, AAPL's Adventure Trails pilot program, SCE's Energy Efficiency Program, and the Forest Plan Update.

Olancho-Cartago Four-Lane Project – Caltrans released a draft environmental document for this project in 2010, which proposes to expand Highway 395 from just south of Olancho to north of Cartago. The Inyo County Local Transportation Commission held a meeting in Olancho to further gather public input on the environmental document. The County provided input into a preferred alternative for the project, which has not been chosen or definitively defined. County and Local Transportation Commission staff have provided continuing input regarding access and circulation issues.

Independence Town Rehabilitation Project – This project will reconstruct 2.2 miles of streets within the community of Independence. The environmental phase for this project was completed in 2011 and the project moved into the design phase in 2012.

South Bishop Resurfacing Project – This project will reconstruct Sunland Drive from US 395 to West Line Street and also Sunland Reservation Road. The County initiated the environmental phase for this project in 2011. The project has been federalized so the project will involve both CEQA and NEPA review. The County is working toward completion of the environmental document. This project is being combined with the Sunland Bicycle Lanes Transportation Enhancement project.

Dehy Park Improvement Project – This is the second phase of a project to construct a pathway, bridge, and to construct a visitor's center. The NEPA review of this project was completed in 2012. The project is being revised as a portion of the project (visitor's center) is no longer eligible for federal funds as a result of the federal transportation reauthorization – MAP-21.

Ed Power Bicycle Lanes – This project will widen Ed Powers Road and install 4' wide bicycle lanes. The County initiated the environmental component for this project that was programmed in the 2012 STIP using federal Transportation Enhancement funds. This project proposes to place bicycle lanes on both sides of Ed Power Road.

Sunland Bicycle Lanes – This project will construct Class II or III bicycle lanes on Sunland Drive. The project has been combined with the South Bishop Resurfacing Project. The County is working with the state to complete the CEQA and NEPA review for this project.

Ninemile Canyon Guardrail Project – This project involved the construction of approximately one mile of guardrail on a steep narrow mountain road using Highway Safety Improvement Program funds. The construction component for this project was completed in August 2012.

Lake Sabrina Bridge Replacement Project – This project will replace an unsafe bridge across Bishop Creek. Construction began in the late summer and is now in winter suspension. The project will be completed in summer 2013.

Lower Owens River Project (LORP) - The goals of the LORP, to establish a healthy, functioning ecosystem for the benefit of biodiversity and Threatened and Endangered species, are largely being met. The initial ecological effect of supplying water to the river were dramatic, especially the recruitment of riparian vegetation and the return of wildlife.

2012 was the fifth year of monitoring of the LORP and included hydrologic monitoring of seasonal habitat flow including flood extent, rapid assessment survey, land (range) management, and saltcedar and weed control.

Tules, which include bulrushes and cattails, continue to increase in acreage and dominate much of the open water in the Lower Owens River. Tules on the river present more of a management challenge. Mechanical removal is expensive, and only provides short-term benefit. Burning tules on the river would set back the development of the riparian ecosystem, and encourage weeds. It may be possible to vary the flow of the water in such a way that tules can be periodically drowned. The County and LAWDP continue to evaluate control methods for Tules.

More detailed information about the condition of the LORP can be found in the LORP Annual Report, which is available on the Water Department's website at www.inyowater.org/LORP.

LORP Recreational Use Plan – the LORP area is appealing to recreationists who enjoy bird watching, wildlife viewing, hunting and fishing, and many other outdoor activities in a natural setting. With increased use there is concern about the development of unauthorized roads, and problems including waste dumping, vandalism, illegal fires, artifact gathering, and vegetation clearing. Managing these problems can be costly for LADWP and the County, and interfere with achieving LORP goals. In order to head off management problems, the County began development of a Recreation Use Plan in 2010.

A draft LORP Recreational Use Plan was released in January 2013. The plan was designed to balance the need to protect the recovering ecosystem, respect traditional values and uses, provide attractive recreational opportunities, not interfere with LADWP's operations, and to be consistent with LORP goals. The draft is the product of broad research, agency consultations, and extensive public outreach including workshops and presentations, stakeholder interviews and surveys. The plan identifies key goals of the recreation plan as strengthening the tourist economy of local communities, enhancing user opportunities, improving access and wayfinding, improving access for fishing, canoeing, and kayaking, and inspiring cultural and environmental education.

The draft plan is available on the Inyo County Water Department website www.inyowater.org in the LORP section or at www.lowerowensriver.org.

LORP Post-Implementation Agreement – in 2010, the County and LADWP finalized a joint funding agreement, which describes project cost, assigns roles, defines fiscal responsibilities, and explains procedures for shared funding of the LORP through July 11, 2022. The County shares many of the costs associated with LORP implementation, including biologic and hydrologic monitoring, operations and maintenance, and fees for the LORP consultant, E.S.I. Inc. The County's share of the costs associated with the LORP can be obtained by contacting the Inyo County Water Department, at 760-878-0001.

Additional Mitigation Projects Developed by the Ad Hoc Group – the 1991 EIR (Water from the Owens Valley to Supply the second Los Angeles Aqueduct), and the 1997 MOU, identify several commitments to provide water for mitigation projects in addition to the LORP. Among these commitments is the development of a habitat improvement

plan for the Yellow-billed Cuckoo, and projects using 1,600 acre-feet of water each year to mitigate for environment impacts due to a loss of area springs. A portion of the 1,600 acre-feet per year will go to on-site mitigation at Hines Spring, with the remaining water going to other projects.

Freeman Creek – this project involves the diversion of Freeman Creek below Keough’s Hot Springs into ancestral washes, to create an ecologically diverse riparian corridor and enhanced meadowland. The project was completed in 2011 and appears to be fulfilling goals.

Yellow-billed Cuckoo habitat at Baker and Hogback Creeks – the project plans for the Yellow-billed Cuckoo Habitat Enhancement Project at Baker and Hogback Creeks were finalized in May 2009. LADWP performed CEQA analysis and issued a Mitigated Negative Declaration on the project in late 2009. Fencing has been constructed to exclude cattle from the area during the time when birds are expected to be nesting.

In March 2011, a wildfire fanned by extreme winds swept through much of the project area and destroyed the majority of the mature trees in the project area. These trees had provided the best Cuckoo habitat in the area. After the fire, LADWP continued to plant according to existing plans. ICWD has asked that future planting be responsive to the possibly new needs of the project area. Surveys of the burn area were conducted in 2012.

Hines Spring Aberdeen Ditch – the project infrastructure was completed in 2011. When water was first discharged, the flow found fractures and vanished in the underlying basalt. The pipe was extended in 2012 to discharge further from the fracture.

Hines Springs Well 355 – the project involves running water from Well 355 through a pipeline into a portion of the historic Hines Spring vent channel. The project is designed to create and enhance riparian, aquatic and spring habitat types. In addition, sub-irrigation of pasture/meadow is expected to enhance livestock grazing opportunities. A fish barrier was installed to separate the ditch water and spring water areas so that spring dependent species can be isolated. In 2012, water was released and a ten-acre enclosure built around the extent of the water.

North of Mazourka Canyon Road – this project involves improving an artesian well and drilling another, to supply water to an outflow channel, where it follows existing natural drainage features before flowing through two ponds that terminate west of the Owens River. This project creates spring and riparian habitat, and provides stock water. This project was completed in 2012.

Homestead Well – this project involves piping water from an existing and newly installed flowing well into to an existing channel which flows into a one acre pond. This project was completed in 2012.

Well 368 – the goal of this project is to create and maintain riparian vegetation, aquatic spring habitat for native fish, as well as to provide stock water. It involves augmenting the flow of artesian well F368, which has supported a native fish population, with a new flowing well. The project was completed in early 2012.

Diaz Lake – this project involves supplying up to 250 acre-feet per year of water from the Los Angeles Aqueduct to a 75-acre lake that is an Inyo County recreation facility. The project will provide a secure water supply for Diaz Lake and reduce the dependence on pumping Well No. 82 by Inyo County to supply the lake. This project reduces pumping by Inyo County in the Bairs-Georges Wellfield. LADWP's lease with Inyo County (Lease # 1494) was amended to reflect the change in water supply commitments.

Warren Lake – this project consists of releasing water from the Big Pine Canal into an existing ditch that will carry water to the Warren Lake playa to enhance waterfowl and shorebird habitat. This project will not receive water every year, but receives the balance of the annual 1600 acre-foot water commitment. A flume and flow meter have been installed.

Big Pine Regreening – This mitigation project was identified in the 1991 EIR. The goal of the project is to mitigate for the impacts of abandoned agriculture and groundwater pumping. The project consists of converting a 30 acre parcel of rabbit brush scrub into an irrigated pasture.

The Inyo County/LADWP Technical Group approved an amended mitigation plan in the spring of 2010. Modifications to the plan included a change in water source to include the Big Pine Canal as the primary source of project water (in addition to the Big Pine Ditch and Mendenhall Ditch). Replacement water, equal to or less than 150 AFY, will be supplied by existing well W375. The Water Department modeled the effects of pumping Well 375 continuously at a rate of 150 acre-feet annually, and projected that water table at these sites would decline less than 0.2 feet. The new project scope allows sprinkler irrigation, or flood irrigation.

In November 2011, LADWP issued an Initial Study and Negative Declaration (IS) on the project. The environmental study was challenged in court, with the court finding that the environmental study was valid. Preparations are complete for implementing this project.

Inyo-Mono Integrated Regional Water Management Plan (IRWMP) – The Inyo County Water Department participates in this collaborative body made up of public, private and not-for-profit entities, including the counties, tribes and community service districts. The group consists of 17 voting members. Designed to promote “big-picture” water planning, the California Department of Water Resources now requires that a Regional Water

Management Group (RWMG) collect, bundle and submit projects to be considered for funding. The Plan does not provide the RWMG any regulatory authority. Its decisions and actions cannot supersede any existing plans or regulations that currently govern water management in the region.

The mission of the Inyo Mono RWMG is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy. Working together, we create and implement a regional water management plan that complies with applicable policies and regulations and promotes innovative solutions for our region’s needs.” The group is supported by a staffed Program Office.

A phase I, Inyo-Mono IRWMP was completed in late 2010, and in 2011 the group was granted \$1,075,000 in Proposition 84 Implementation Funding. Of this amount, the Inyo County Department of Public Works was awarded a total of \$393,162, which can be assigned for projects to improve reliability of water delivery in Laws, Independence, and Lone Pine, and to upgrade the sewer system in Aspendell.

A phase II, Inyo-Mono IRWMP was completed in 2012. The phase II plan intends to be a living document that will be updated and modified to reflect the most current needs and priorities. It provides current conditions and a vision for water planning in the future. The Inyo-Mono IRWMP will submit an application in 2013 to the California Department of Water Resources requesting funding for a number of water related projects in the region.

Planning Programs

In addition to the cases described above, the County participates in numerous programs and policy discussions at the local, State, and federal levels. The following list summarizes some of the more active projects from 2012.

Owens Lakebed Master Plan – the Los Angeles Department of Water and Power (DWP) has initiated a Master Plan for the Owens Lakebed. This effort follows many years of dust mitigation efforts with the State Lands Commission and the Great Basin Unified Air Pollution Control District, and will provide a framework for future of the Lakebed, including potential solar energy development, habitat enhancement, and further dust mitigation. County representatives have been participating in the Plan’s preparation including attending meetings and providing public outreach for the planning efforts. A draft Plan was released in October 2011 and DWP has been continuing to refine the plan for further discussions in 2013.

Renewable Energy Planning – the County participated in and monitored numerous planning initiatives for renewable energy. These include the Southwest Solar Transformation Initiative (SSTI); the Desert Renewable Energy Conservation Plan (DRECP); California Transmission Planning Group (CTPG); and, DWP’s solar projects on Owens Lake (discussed above) and the Solar Ranch in the lower Owens Valley.

Southwest Solar Transformation Initiative - The Southwest Solar Transformation Initiative (SSTI) is a regional team made up of public and private partners committed to advancing solar power adoption by homeowners and businesses across participating municipalities. SSTI is part of the U.S. Department of Energy's Rooftop Solar Challenge and received funding to help "streamline and standardize permitting, zoning, metering and connection processes – and improve finance options for residential and commercial rooftop solar systems." The SSTI team first provided an analysis of the solar market potential in the County. Included in their findings was that the County has a solar potential 10% greater than the National average. Once the market potential was evaluated, the SSTI team held several interviews with planning and building and safety department staff to see how the County permits and inspects private solar installations. With this information, the SSTI team provided the County with a Solar Roadmap. The Roadmap includes goals and a specific set of criteria to be met as a way to track and reach those goals. In response to the Roadmap recommendations, staff has developed a webpage that ties in with the energy reduction planning work that also took place during 2012. This webpage provides information on the process required to install private solar energy projects in the County, as well as, information on incentive programs and financial institutions with lending programs for home renewable energy projects. There is also a link to the SSTI Inyo County Roadmap. The website can be found at:
<http://inyoplanning.org/ERRE.htm>

CTPG – the CTPG is a forum for conducting joint transmission planning studies and for coordinating CTPG members' transmission planning activities. The CTPG members include both transmission owners and operators who are subject to the North American Electric Reliability Corporation and the Western Electricity Coordinating Council. The primary objective of the CTPG is to provide a foundation for a statewide transmission plan that identifies the transmission infrastructure needed to reliably meet California's 33% Renewable Portfolio Standard goal by the year 2020. CTPG has recently released the 2012 California Transmission Planning Group Statewide Transmission Plan Draft. The results of the CTPG planning efforts could affect transmission lines that run through Inyo County as well as the potential for renewable energy development in the county.

DWP Solar Ranch – the County is monitoring the DWP's Solar Ranch proposal in the Southern Owens Valley, which intends to development approximately 200 megawatts of photovoltaic. DWP issued a Notice of Preparation for the project in 2010, and the County provided responses regarding the scope of the EIR. Originally, the project had two locations and in 2012, there was a third location added south of Independence.

Desert Renewable Energy Conservation Plan (DRECP) – this joint Habitat Conservation/Natural Communities Conservation Plan is being developed for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The

DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in development of the DRECP and the County transmitted correspondence to the DRECP on several occasions in 2012 regarding alternatives development, concerns with the scope and content of the conservation plan being formulated, and potential planning grants.

Desert Protection Act – the County continues to monitor this bill, proposed by Senator Feinstein, which included numerous provisions regarding land use and renewable energy in California and other states. The County undertook substantial local outreach regarding the Act to provide input for the Senator in 2010. The Act was subsequently replaced by an update in 2011, but little progress has been made.

Quadstate Local Government Authority – the County joined this body in 2010, which was established in response to issues surrounding the desert tortoise. The authority is guided by a Joint Powers Agreement, and includes counties in Arizona, Utah, Nevada, and California. The organization is active regarding numerous issues relevant in the desert southwest, in addition to the tortoise. In 2011, a revised recovery plan for the tortoise was released and in 2012, the County participated in Recovery Implementation Team (RIT) meetings and provided input.

Regional Transportation Plan (RTP) – an update to the County's RTP was completed in 2009. The RTP serves as the planning blueprint to guide transportation investments in the County involving local, state, and federal funding over the next 20 years. The Inyo County Local Transportation Commission (LTC) held hearings and workshops in 2008, and adopted the plan in 2009. In 2012, local agencies and the LTC continue to implement goals and policies set forth in the RTP.

Inyo County Collaborative Bikeways Plan – this plan sets forth goals and objectives for bicycle transportation the County of Inyo, City of Bishop, Bishop Paiute and was approved by each of these agencies and Caltrans in 2008. In 2012, local agencies, Caltrans, the Bishop Paiute Tribe, and the LTC continue to implement goals, policies, and projects set forth in the Bikeways Plan.

Update on the Implementation of Assembly Bill 628 for the Combined Use of County Roads

Inyo County residents lobbied the State on a project, which was signed into law by Governor Jerry Brown October 7, 2011, which will give green sticker off-highway vehicle users the ability to travel up to 10 miles on some designated county roads to link together dirt trails and roads on federally managed lands and amenities such as food and gas. Assembly Bill 628 required the County to adopt procedures to implement the new legislation. The County adopted the Implementing Procedures in May 2012. A system-wide application was submitted to the County by the project proponents in December 2012. The County evaluated those applications and has sent required notification letters asking for determinations from California Highway Patrol and relevant land management

agencies. The County anticipates moving forward with CEQA review of the proposed combined-use system in 2013.

2012 Regional Transportation Improvement Program – this project involved the development and selection of transportation projects that are then programmed in specific amounts and program years for the next five year funding cycle. This included Transportation Enhancement projects that were selected based on a call for projects. The development of this program required local and regional coordination. This program was approved by the State in 2012 and further implemented by Caltrans, County, and City of Bishop.

Land Tenure Project – this project focuses on opportunities and priorities for land exchanges in Mono and Inyo counties, and included public outreach and education about land exchange processes. The final Plan was presented to the Board in early 2012, and staff continues to coordinate with the implementing agencies regarding land exchange activities moving forward.

Inyo National Forest Motorized Travel Management Plan and Environmental Impact Statement – the County requested coordination with the Forest Service regarding the scope of the Environmental Impact Statement (EIS) for this Plan to work to improve access to public lands. The Final EIS and Preferred Alternative were issued in 2009, and the County continues to monitor its implementation.

Forest Service Planning Rule – the County participated in the development of the updated Forest Service Planning Rule, which involved County representatives attending numerous public meetings locally, regionally, and nationally in development of the rule. A draft rule was issued in February 2011, and the final rule was adopted in May 2012. The updated rule is being used locally on the forest plan update for the Inyo National Forest.

Inyo National Forest Plan Revision – The Inyo National Forest was selected as an early adopter of the Planning Rule and is one of eight forests to process a plan revision under the new rule. The County has been working with the Forest Service to develop an agreement to actively participate in the plan revision. The plan revision consists of three phases: assessment, plan revision, and monitoring. Currently the plan revision is in the assessment phase and the plan is scheduled to be adopted in 2016.

Motorized Vehicle Management in Western Mojave Planning Area (WEMO) - the County is participating in development of this plan, which proposes a plan amendment and alternatives covering the management of motorized vehicles on public lands in the Western Mojave area. The County submitted comments to the BLM for the scoping process. The County will continue to monitor WEMO activities as the process continues.

Death Valley Park Backcountry Plan – the County is participating in development of this plan, which is being proposed to guide decisions regarding future use and protection of the Park's wilderness and backcountry lands, including Congressionally-designated

wilderness lands, backcountry road corridors and campsites, backcountry cabins near roads, and non-wilderness backcountry lands. The County has entered into a Memorandum of Understanding (MOU) to participate in development of the Plan, and County staff has been attending meetings to develop the Plan. The Board of Supervisors provided comments regarding conceptual plan alternatives and the Environmental Assessment in the fall of 2012.

Saline Valley Plan – Death Valley National Park is embarking on a management plan for the warm springs in Saline Valley. An active user group utilizes the springs, which have been extensively altered from their natural state and now include concrete pools and other infrastructure. The Plan is intended to address the springs and nearby lands, which were not included in the Park’s Management Plan due to their sensitivity. In 2012, the County entered into a memorandum of understanding with the Park, including memorializing the County’s cooperating agency status, for the Plan and related Environmental Impact Statement. The County also submitted correspondence in response to the Park’s scoping notice.

III. General Plan Elements

The General Plan details the County’s guiding principles for a variety of planning topics and is the constitution for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist provides some oversight of the Safety Element.

The Inyo County General Plan consists of the following Elements:

- Government
- Land Use
- Economic Development
- Housing
- Circulation

- Conservation/Open Space
- Public Safety

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

Government Element

The Government Element includes the following goals (1) promoting consistency of other agencies' actions with General Plan (Goal Gov-1), (2) encouraging collaborative planning and public participation (Goal Gov-2), (3) increasing private land ownership (Goal Gov-3), (4) guiding federal land actions and encouraging economic development (Goal Gov-4), (5) protecting and developing water resources (Goal Gov-5), (6) preserving and expanding agriculture (Goal Gov-6), (7) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (8) encouraging improved management of wildlife and fisheries (Goal Gov-8), (9) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (10) balancing energy development (Goal Gov-10), (11) enhancing transportation and preserving access (Goal Gov-11)

To achieve these goals, the County has continued dialogue with local, regional, state, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as required by federal, state, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. In particular, the County is working with the U.S. Forest Service to enter into an agreement which outlines how the County and the Forest Service will coordinate on the Forest Plan Revision.

The County also involves citizens, Native American tribes, and public interest groups in the planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County's website is maintained to provide for current up-to-date information regarding planning issues.

Land Use Element

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued.

Potential impacts from new development are assessed under CEQA. A Final EIR was produced for the proposed Crystal Geyser Cabin Bar Ranch Water Bottling Plant project, to be constructed about one-half mile north of the existing Crystal Geyser plant in Olancha. It is anticipated that the Final EIR will be certified in early 2013. The County continues to apply CEQA to projects with potential impacts. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, parking, noise-reduction (etc.), or otherwise address issues per the General Plan's direction.

Economic Development Element

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2012.

Housing Element

The Housing Element, updated and certified by HCD in 2009, works to provide housing for all of the community, and addresses the needs of specified populations. Preliminary data indicate that in 2012 approximately 6 net new single family housing units were produced.

The County continues to work with service providers to provide for the needs of lower-income households, the disabled, and other special needs populations, per the direction provided in the Housing Element. The County is also working to update the Zoning Ordinance, which will incorporate new State zoning requirements regarding housing.

Circulation Element

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects. Widening of Highway 395 as recommended by the Circulation Element continues, and other County roads are improved and maintained as funding permits.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides great opportunity for telecommunications enhancements locally. The County continues to work with Caltrans on 395 four-lane projects and provide comments and suggestions on the Olancha-Cartago

Four-Lane project. Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to press the Forest Service and other federal agencies to address local concerns regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access.

The County continues to work with and support ESTA to implement transit service throughout the County and beyond. The Short Range Transit Plan completed in 2009 and the Roles and Responsibilities Analysis started in 2010 implement the General Plan's direction to support and promote public transit and accessibility.

The County worked with the City of Bishop, Caltrans, and other local stakeholders to implement the Collaborative Bikeways Plan, which was adopted in 2008. This project implements the Circulation Element's bicycle goals, policies, and implementation measures. The County has been working on completing the environmental review for reconstruction of a main thoroughfare in Bishop to include class II and III bike lanes. Continued coordination with DWP, the Forest Service, and the Bureau of Land Management ensures appropriate trail maintenance and access to public lands. Inyo County residents have organized an active group known as the Advocates for Access to Public Lands (AAPL) that strives toward enhancing access to public lands. AAPL is working on a project, which was signed into law by Governor Jerry Brown October 7, 2011, which will give green sticker off-highway vehicle users the ability to travel up to 10 miles on some designated county roads to access amenities such as food and gas. The County adopted implementing procedures in 2012 for the legislation and plans to complete the CEQA review of the combined-use system in 2013. The County continues its planning efforts to improve the Bishop airport, and is working with DWP regarding long-term ownership. The County is working on improving other airports in its jurisdiction by seeking grant funds and coordinating with Caltrans and the Federal Aviation Administration.

The County has been involved in planning activities for utility transmission and distribution systems passing through it, working to facilitate appropriate resource development. The County continues to work with telecommunication providers to provide for enhanced wireless communication systems.

Conservation/Open Space Element

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Element includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected approximately 100 mines in 2012. The County is working with State and federal agencies to encourage

mineral production, but has had difficulty limiting wilderness proposals and other actions that adversely impact mining viability.

The Environmental Health Department provides oversight and permitting for potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on LORP and other enhancement projects improve surface water quality through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility, and the County is participating in 395 Corridor planning to strengthen identity along the highway. The County continues to work to improve its parks and provide access to federal lands.

The County continued to participate in the Quadstate Local Government Authority: the County served on the Desert Tortoise Oversight Group, the Desert Managers Group, and the Desert Advisory Council as a way of providing a voice in regional planning initiatives and policy development.

Public Safety Element

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The mitigation requirements developed and approved in the EIR prepared for the General Plan are enforced in areas subject to avalanche hazards. As discussed previously, the County has completed a fire management plan, and continues to address the Inyo Complex Fire and Oak Creek mudflow. FEMA Flood Maps for the County were updated in 2011 and are being used to evaluate whether projects are in potential flood zones. Noise issues are addressed through environmental review. Noise issues are being considered as part of the comprehensive zoning code update that was continued during 2012.

IV. General Plan and Zoning Code Update

The County is updating the General Plan to address issues that have arisen since the 2001 General Plan was adopted. Several items were addressed individually since then, but a holistic review and update is desired. Some follow-up modifications to the zoning ordinance specified in the General Plan have yet to be implemented, and a comprehensive update to the zoning is also being pursued.

During 2012, Staff held numerous workshops with the Planning Commission and Board of Supervisors to receive direction and feedback on the updated general plan and zoning

code update. They specifically requested more in depth work be done on code enforcement and special event permits. Other work completed this year includes reorganizing and reformatting the General Plan and the Zoning Code, incorporating quantitative noise standards into the zoning code, separating the definitions into land use classifications and general definitions, varying development standards for residential uses to better reflect the character of the various communities, and updating and digitizing the zoning maps.

Work remaining to update the General Plan and Zoning Ordinance include addressing specific issues and topics, public outreach and environmental review.

V. Conclusion

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process. However, the County has encountered difficulty in making the voice of its citizens heard in some State and federal planning issues.

The County provided leadership and participated in many planning activities in 2012, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. Updates to remainder of the General Plan and the zoning ordinance are expected to move forward in 2013.

Appendix A

Government Code Section 65400

- (a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:
 - (1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.
 - (2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:
 - (A) The status of the plan and progress in its implementation.
 - (B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583. The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.
 - (C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.
- (b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of

paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

Appendix B

Draft Housing and Community Development Department Annual Element Progress
Report Forms

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction Inyo County, California
Reporting Period 1/1/2012 - 12/31/2012

Table A
Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development <i>See Instructions</i>	Deed Restricted Units <i>See Instructions</i>	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
(9) Total of Moderate and Above Moderate from Table A3			0	7	7	7					
(10) Total by income Table A/A3				7	7	7					
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction Inyo County, California
Reporting Period 1/1/2012 - 12/31/2012

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low Income*	Very Low Income	Low Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of Infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate	3				4	7	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction Inyo County, California
Reporting Period 1/1/2012 - 12/31/2012

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted											73	116
	Non-deed restricted												
Low	Deed Restricted											73	70
	Non-deed restricted												
Moderate	Deed Restricted											73	83
	Non-deed restricted												
Above Moderate			18	16	6	16	10	7				73	115
Total RHNA by COG. Enter allocation number:			18	16	6	16	10	7				73	384
Total Units ▶▶▶													
Remaining Need for RHNA Period ▶▶▶▶▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction Inyo County, California
 Reporting Period 1/1/2012 - 12/31/2012

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Goal 2.1 - Provision of adequate sites	Release of DWP lands	Ongoing	The County continues to work with LADWP to release identified lands
Policy 2.2 - Emergency Shelters and Transitional Supportive Housing	Amendments to Zoning Ordinance	Ongoing	The County is working on amendments to the Zoning Ordinance.
Policy 3.3 - Second Units			In accordance with state laws and local zoning code the County continues to work toward encouraging second units.
Policy 4.3 - Home Financing Assistance	Apply for CDBG Grant	April, 2013	The County is working with Mammoth Lakes Housing to apply for CDBG Grants to assist first-time low-income homebuyers with down payments.
Policy 5.4 - Residential Care Facilities			The County will continue efforts to mitigate or remove constraints on housing for person with disabilities.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction Inyo County, California
Reporting Period 1/1/2012 - 12/31/2012

General Comments:

1. affordability levels for newly permitted units cannot be determined - assumed to be above moderate; 2) lots are now for sale for Site No. 2 (i.e. Whitney Portal), in the sites inventory



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

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

FROM: County Administrator

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: Consideration of ordinance granting 40 year Franchise to Southern California Edison

DEPARTMENTAL RECOMMENDATION: - Request Board enact an ordinance titled "An Ordinance Of The Board Of Supervisors Of The County Of Inyo, State Of California, Repealing Inyo County Ordinance 100, And Granting To Southern California Edison Company, A California Corporation, Its Successors And Assigns, The Right, Privilege And A Franchise To Use And To Construct Poles, Wires, Conduits, And Appurtenances, Including Communication Conduits Necessary Or Proper Therefor, In, Along, Across, Upon, Over, And Under The Public Streets, Ways, Alleys, And Places, As They May Now Or Hereafter Exist, Within The County Of Inyo, For The Purpose Of Transmitting And Distributing Electricity For All Purposes As Authorized Under This Franchise.

SUMMARY DISCUSSION: - Southern California Edison has applied for a new Franchise for the transmission and distribution of electricity in Inyo County. The company's last Franchise, granted in 1962, expired on September 5, 2012. Company representatives and staff from the Administrator's Office and, later, County Counsel, have been in negotiations regarding a new Franchise for over 18 months, since receipt of the application for a new franchise. In response to the application and related negotiations, the attached Ordinance/Franchise was presented to your Board for consideration of granting a subsequent Franchise to SCE. On March 5, 2013, your Board (a) declared its intent to grant the Franchise, (b) scheduled the prerequisite public hearings to take public objections to granting the Franchise and to consider the Ordinance per PUC Code §6233 for March 12, 2013, and waived the first reading of the ordinance and (c) scheduled the enactment for today's meeting. Therefore it is recommended that your Board enact the ordinance granting SCE a Franchise as recommended.

ALTERNATIVES: - N/A

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - This Franchise Agreement will provide for the SCE to pay an annual Franchise fee equal two-percent (2%) of SCE's gross annual receipts arising from the use, operation, or possession of the Franchise. This is the maximum allowable under the current law. For comparison, the company has applied the Franchise fee formula in the proposed franchise to the company's Franchise Statement for the County of Inyo for Calendar Year ending December 31, 2010, showing the new franchise would result in the County receiving over \$90,000, compared to the \$59,257.83 actually received for that period.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.) <i>R. J. [Signature]</i> Approved: _____ Date <u>2-7-13</u>
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)
 (The Original plus 20 copies of this document are required)

[Signature]

Date: 2-1-13

ORDINANCE NO. -__

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE 100, AND GRANTING TO SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND A FRANCHISE TO USE AND TO CONSTRUCT POLES, WIRES, CONDUITS, AND APPURTENANCES, INCLUDING COMMUNICATION CONDUITS NECESSARY OR PROPER THEREFOR, IN, ALONG, ACROSS, UPON, OVER, AND UNDER THE PUBLIC STREETS, WAYS, ALLEYS, AND PLACES, AS THEY MAY NOW OR HEREAFTER EXIST, WITHIN THE COUNTY OF INYO, FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING ELECTRICITY FOR ALL PURPOSES AS AUTHORIZED UNDER THIS FRANCHISE

This Franchise Agreement, herein referred to as "Agreement" or "Franchise," is entered into on xxxxxx, 2013, by and between the COUNTY OF INYO, herein referred to as "County," and Southern California Edison Company, a California Corporation, authorized to do business in the state of California, herein referred to as "Grantee". County and Grantee are referred to herein collectively as the "Parties."

THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF INYO, DOES ORDAIN AS FOLLOWS:

SECTION 1. As used in this ordinance, the following words and phrases shall have the following meanings, unless the context in which they are used shall clearly import a different meaning:

- (a) The word "Grantee" shall mean Southern California Edison Company (SCE) and its lawful successors or assigns;
- (b) The word "County" shall mean the County of Inyo, a political subdivision of the State of California, ;
- (c) The word "Roads" shall include county highways, roads, streets, alleys, ways, and places as defined in Streets and Highways Code section 941, those rights reserved to the county in Streets and Highways Code section 681, and rights-of-way dedicated to the County for road purposes as the same now or may hereafter exist within the County;
- (d) The phrases "poles, wires, conduits, and appurtenances" and "electrical facilities" shall mean poles, towers, supports, wires, conductors, cables, guys, stubs, platforms, crossarms, braces, transformers, insulators, conduits, ducts, vaults, manholes, meters, cut-outs, switches, related communication conduits and

circuits, appliances, attachments, appurtenances, and any other property located or to be located in, over, under, along, across, or upon Roads of the County, and used or useful, directly or indirectly, for the purpose of transmitting or distributing electricity for all lawful purposes;

- (e) The phrases "construct" and "construct and use" shall mean to lay, construct, excavate, erect, install, operate, maintain, use, repair, replace, relocate, or remove poles, wires, conduits, and appurtenances used for transmitting and distributing electricity for all purposes with the Franchise Area;
- (f) The word "Franchise" shall mean and include any authorization granted hereunder in terms of a privilege to use, and to construct and use, electric transmission and distribution facilities, including related communication circuits, for transmitting and distributing electricity for all lawful purposes, in, under, along, across, and upon Roads within the County;
- (g) The term "Franchise Act of 1937" shall mean California Public Utilities Code Sections 6201, et seq.
- (h) The word "Franchise Area" shall mean the unincorporated area of the County of Inyo.

SECTION 2. The County hereby grants a Franchise to Grantee, its successors and assigns pursuant to and in accordance with the Franchise Act of 1937. The franchise provides Grantee with all rights set forth in the Franchise Act of 1937 including, but not limited to Grantee's right to use, and to construct and use, poles, wires, conduits, and appurtenances, including related communication conduits and circuits necessary or proper therefor, for transmitting and distributing electricity for all lawful purposes in, under, along, across, over and upon Roads within the County.

SECTION 3. This Franchise shall be for a term of forty (40) years from the effective date of this Ordinance and shall endure in full force and effect unless, with the consent of the Public Utilities Commission of the State of California, this Franchise shall be voluntarily surrendered or abandoned by the Grantee, or unless the State or some municipal or public corporation purchases by voluntary agreement or condemns and takes under the power of eminent domain, all property actually used and useful in the exercise of this Franchise and situated within the territorial limits of the State, municipality, or public corporation purchasing or condemning such property, or unless this Franchise shall be forfeited for noncompliance with its terms by the Grantee.

SECTION 4. Grantee shall have the following duties and liabilities during the life of this franchise:

- (a) **Payment.** The Grantee shall pay to the County the sum provided by law, which is two percent (2%) of the Grantee's gross annual receipts arising from the use, operation, or possession of this Franchise; except that such payment shall in no event be less than one percent (1%) of the Grantee's gross annual receipts derived from the sale of the utility service for which the Franchise is awarded within the unincorporated areas of the County.

The Grantee shall pay to the County within fifteen (15) days after the time for filing its verified statement of gross receipts, specified in Section 4(b) below, in lawful money of the United States, the percentage specified above of its gross receipts for the calendar year covered by the statement. Subject to Section 7 hereof, any neglect, omission, or refusal by the Grantee to file the verified statement, or to pay the percentage at the times or in the manner hereinbefore provided, shall constitute grounds for the declaration of forfeiture of this Franchise and of all rights hereunder.

If the Grantee has not made payment in full by the deadlines established above and below, the payment due shall be subject to a late penalty charge. If paid within three (3) months after the deadlines established above and below, the late penalty charge shall be five percent (5%) of the amount due for each year or portion thereof such fees are in arrears. However, if Grantee has not made payment within three (3) months after the deadlines established above and below, the amount of the late penalty shall increase to ten percent (10%) of the amount due for each year or portion thereof such fees are in arrears. This amount is not interest and therefore shall not be prorated.

In the event of a change in the law allowing County to collect Franchise Fees in excess of those currently set forth in the 1937 Franchise Act, County shall have the right to elect to receive any higher rate for the remaining term of this Agreement.

- (b) **Verified Statement.** The Grantee shall file with the Clerk of the Board of Supervisors, within three (3) months after the expiration of the calendar year a verified statement showing in detail the total gross receipts of the Grantee derived during the preceding calendar year, or fractional calendar year following the date of the granting of this Franchise, from the sale of electricity within the County.

Upon reasonable notice, the Clerk of the Board of Supervisors, or any qualified person designated by the County, may audit Grantee's records for the purpose of verifying the data set out in the verified statement.(c) **Reimbursement of**

Publication Expenses. As set forth in Section 6293 of the Franchise Act, the Grantee shall pay to the County a sum of money sufficient to reimburse it for all reasonable publication expenses incurred by it in connection with the granting of this Franchise; such payment to be made within thirty (30) days after the County furnishes the Grantee with a written statement of such expenses.

- (d) **Compliance with Ordinances/Rules/Laws.** The Grantee and all its contractors, sub-contractors, and vendors shall construct, install, and maintain all poles, wires, conduits, and appurtenances in accordance and in conformity with all of the ordinances and rules adopted by the Board of Supervisors of the County of Inyo, in the exercise of its police powers and not in conflict with the paramount authority of the State, and, as to state highways, subject to the laws relating to the location and maintenance of such facilities therein.
- (e) **Payment of Cost to Repair Public Property.** As set forth in Section 6295 of the Franchise Act of 1937, the Grantee shall pay to the County on demand the cost of all repairs to public property, including but not limited to any public street, way, alley or place necessitated by any of the operations of Grantee under this Franchise. Alternately, the County may require the Grantee, at the Grantee's own cost and expense, to commence to repair any such damage within thirty (30) days of its occurrence and complete within a reasonable period of time, and restore such portion of such damaged public property to as good a condition as such property existed before such damage occurred.
- (f) **Permits.** This Franchise does not in any way relieve the Grantee of its obligation to secure an encroachment permit or other permits pursuant to and in accordance with all applicable County Ordinances. However, in securing an encroachment permit, the Grantee shall not be charged right-of-way fees by the County for rights-of-way subject to this Agreement.

The County may require Grantee to obtain ministerial permits from the County for the purpose of notifying the County as to the approximate date and times that Grantee will be conducting its operations within the public streets and to reflect County requirements for such work. County shall grant to Grantee, for a nominal fee, a blanket permit to carry out routine work affecting the public right-of-way in the County.

- (g) **Removal or Relocation of Facilities.** As required by Section 6297 of the Franchise Act of 1937, the Grantee shall remove or relocate any facilities installed, used, and maintained under the franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place including the construction of any subway or viaduct or other County

improvements, including any public works construction projects, undertaken by the County of Inyo. Such removal or relocation shall be performed by Grantee without expense to the County or entities governed by the Inyo County Board of Supervisors. However, the Grantee is not precluded from seeking reimbursement from a private entity of Grantee's expenses in removing or relocating such facilities if such removal or relocation is for the benefit of a private developer.

- (h) **Indemnification.** As set forth in Section 6296 of the Franchise Act, the Grantee shall defend, indemnify and hold harmless the County and its officers from all liability for damages proximately resulting from any of Grantee's operations under this Franchise. The Grantee shall also indemnify and hold harmless the County and its officers from any claim, action or proceeding against the County or its officers to attack, set aside, void, or annul the County's approval of this Ordinance unless resulting from the County's own negligence or failure to comply with the County Code or State law. .
- (i) **Audit.** The Clerk of the Board of Supervisors or the County Auditor-Controller, or any certified public accountant, or third party as designated by the County, may make examination at Grantee's offices at any reasonable time during business hours, of its books, records, and accounts germane to and for the purpose of verifying the data set forth in the verified statement.
- (j) **General Regulations.** Grantee shall perform its work in compliance with applicable requirements of the California Public Utilities Commission (CPUC) and Federal Energy Regulatory Commission (FERC). All lines placed and constructed during the term of this Agreement shall be documented on recorded drawings as to the location, type, configuration and dimension. To the extent they are available, said record drawings shall be available within sixty (60) calendar days upon receiving a written request by the County. County acknowledges such drawings provided by the Grantee may not accurately depict the location of Grantee's lines or other facilities.

Grantee asserts that any writings or other information provided to County pursuant to this Franchise that identify the native placement or capabilities of any of Grantee's electrical facilities located within the County are exempt from public disclosure under the California Public Records Act, Government Code Section 6250 and following, including but not limited to Section 6254 (e). Any such writings or information that Grantee believes are proprietary or financial information or Critical Energy Infrastructure Information ("CEII") under Title 6 Section 131(3) of the United States Code, as defined in this agreement, shall be clearly marked or identified as such when provided to the County. In the event of a request for presentation of such confidential information the County shall

forthwith notify Grantee of the request in writing. Thereafter, Grantee may consent to the disclosure in writing. Alternatively, Grantee may object to the disclosure of such Confidential Information. If County determines that such information is required by statute to be released, it shall, prior to releasing the information, provide notice of its determination to Grantee and an opportunity for Grantee to obtain a court decision regarding the status of the information. During the period of time in which the information is withheld by County, Grantee agrees to indemnify, defend and hold harmless the County in any action brought to disclose the withheld information.

- (k) **Third Party Access to Facilities.** Except in those cases where Grantee is required by State or Federal law to provide access to its Facilities to third parties, use of Grantee's Facilities for any purpose other than the uses permitted by the Ordinance shall require notice to and consent by the County. Such consent may be conditioned upon entering into a franchise for the uses other than those permitted by this Ordinance, entering into an appropriate rental agreement or entering into such other agreement as may be appropriate.

SECTION 5. This Franchise does not in any way impair or affect the right of the County to acquire the property of the Grantee by purchase or condemnation, and nothing in this Franchise shall be construed to contract away, modify or abridge, either for a term or in perpetuity, the County's right of eminent domain in respect to the Grantee or any other public utility. This Franchise shall never be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by it to the County herefor at the time of acquisition.

SECTION 6. The County, by its County Board of Supervisors, may declare this Franchise forfeited if the Grantee fails, neglects or refuses to comply with any of the provisions or conditions of this Franchise, and does not within thirty (30) days after written demand for compliance begin the work of compliance, or after such beginning does not prosecute the work with due diligence to completion. Grantee reserves the right to contest a declaration of forfeiture and formal termination taken pursuant to Section 6292 of the Franchise Act in a court of competent jurisdiction.

SECTION 7. This ordinance and the various parts, sections and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section or clause of this ordinance, or its application to any person or entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section or clause of this ordinance, or person or entity; and shall not affect or impair any of the remaining provisions, parts, sentences, paragraphs, sections or clauses of this ordinance, or its application to other persons or entities. The Board of Supervisors hereby declares that this

ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section or clause of this ordinance not been included herein; or had such person or entity been expressly exempted from the application of this ordinance.

SECTION 8. This Franchise shall not become effective until the Grantee files written acceptance hereof with the Clerk of the Board of Supervisors within thirty (30) days after the adoption of this ordinance. Such written acceptance shall constitute a continuing agreement by the Grantee that if and when the County later annexes, or consolidates with, additional territory, all franchises, rights and privileges owned by the Grantee therein shall be deemed abandoned within the limits of the additional territory.

SECTION 9. As a condition for the grant of this Franchise, Grantee shall not be delinquent in the payment of any fees, assessments, taxes (including real property taxes) to the County, or to any special district of the County, at any time during the term of this Franchise. This Section shall not be construed to prevent Grantee from challenging the imposition of any such fee, assessment, or tax as being violative of Grantee's rights and/or law. Grantee shall not be in violation of this Franchise to the extent it is challenging such fee, assessment, or tax before the County or in a court of competent jurisdiction.

SECTION 10. The County may sue in its own name for the forfeiture of this Franchise, in the event of noncompliance with any of the provisions or conditions hereof by the Grantee.

SECTION 11. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post office. Should County or Grantee have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands, or requests between Grantee and the County shall be addressed as follows:

COUNTY

County of Inyo
Attention: County Administrative Officer / Clerk of the Board of Supervisors
224 N. Edwards Street
Independence, CA 93526
Any regular U.S. mail notices are sent to:
P.O. Drawer N
Independence, CA 93526

With A Copy To County Counsel
224 N. Edwards Street
Independence, CA 93526
Any regular U.S. mail notices are sent to:
P.O. Drawer N
Independence, CA 93526

GRANTEE Southern California Edison Company
Local Governmental Affairs
Attn: Franchise Department
2244 Walnut Grove Ave
GO 1, Quad 4C
Rosemead, CA 91770-3714

With A Copy To Southern California Edison Company
Local Public Affairs, Region Manager
Address
Address

SECTION 12. This ordinance shall take effect and be in full force thirty (30) days after its passage by the County Board of Supervisors. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisor

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

by: _____
Patricia Gunsolley, Assistant

APPROVED AS TO FORM:

County Counsel

STATE OF CALIFORNIA

COUNTY OF INYO

I, xxxxx, County Clerk of the Board of the County of Inyo, do hereby certify that the foregoing Ordinance No. – xxxxx was duly adopted by the County Board of Supervisors of the County of Inyo at a regular meeting, held on the xx day of xxxx, 2013, by the following vote of the County Board of Supervisors:

Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for 1:00 pm
 Closed Session
 Informational

For Clerk's Use Only:
AGENDA NUMBER
17

FROM: Auditor/Controller

FOR THE BOARD MEETING OF: March 19, 2013

SUBJECT: REFUNDING OF THE CalPERS SIDE FUND DEBT THROUGH PRIVATE PLACEMENT FUNDING

DEPARTMENTAL RECOMMENDATIONS:

- a) Request your Board conduct a workshop to receive information and consider options for refinancing the CalPERS Safety Side Fund including a presentation by Brandis Tallman LLC and,
- b) Authorize County Staff to engage the services of Brandis Tallman LLC to select a lender and form a financing team to begin the process of refinancing the County's Safety Plan CalPERS Side Fund Obligation in accordance with the Financial Advisory Committee's recommendation.
- c) Select a refinancing term of 14 years or 10 years and provide direction to staff to proceed with the refinancing.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

BACKGROUND:

At the time of joining a CalPERS risk pool, a side fund was created to account for the difference between the funded status of the pool and funded status of the plans. The side fund balance is amortized and annual payments are applied in a very similar manner as a mortgage loan with an interest rate of 7.75% through fiscal year 2012-13 and 7.50% thereafter.

The County's side fund balance is estimated to be \$3,979,126 as of June 30, 2013. This balance is being amortized out to 2030 and is a percentage of the CalPERS public employer's rate.

DISCUSSION:

Per discussion at the County's Financial Advisory Committee meeting on February 20th, the Committee evaluated three different scenarios for refinancing the Side Fund. The first scenario was a full term refinancing out to 2030, with a ten year fixed rate and a 7 year reset interest rate. It was determined by the Committee that a full term refinancing would not be ideal for the County based on the possible market volatility associated with a 7 year reset rate. The Committee also evaluated a break-even 14 year term, with a 10 year fixed rate and a 4 year reset rate, which would shorten the existing amortization by 3 years. Lastly, a 10 year fixed rate term was reviewed. This would shorten the existing amortization by 7 years. These are the two scenarios the Committee would like to present to the Board for consideration in moving forward with the refinancing.

The break-even 14 year scenario has the advantage of shortening the term of the County's Side Fund by 3 years creating a minimal increased payment of \$6,375 until 2027. In 2028, the County would begin generating average fiscal year savings of \$517,183 until 2030. This scenario produces total overall savings of \$1,462,295. After the first 10 years, the time at which the interest rate would be reset, the outstanding balance on the County's Side Fund loan would be \$1,697,000. The County would have the option of accepting the 4 year rate

offered by the lender, find a different lender to provide a 4 year rate to refinance the existing principal on the loan, or the County could use cash to pay-off the remaining balance.

The 10 year scenario creates an increased payment to the County of \$128,968 until 2023. In 2024 the County would begin generating average fiscal year savings of \$488,204 until 2030. This scenario produces a total overall savings of \$2,127,751.

The savings are calculated by comparing estimated existing side fund payments to payments on the new refunding loan. Many factors affect the existing side fund payment estimate, including projected payroll and any change that CalPERS may implement relating to growth and contribution rates or recently enacted pension reform. Savings are based on the current market and CalPERS methodology, but are subject to change.

The method of sale being proposed is a private placement. This is a sale of the Loan Agreement directly to a single institutional investor. The County will have the ability to prepay the loan at negotiated prepayment terms.

This refinancing is a long term obligation secured by any legally available funds of the County. In order to be issued without voter approval (which is standard), the financing must be "validated" via a superior court action. This process will require a minimum of 100 days. The judgment rendered at the conclusion of the validation process becomes forever binding and conclusive.

There are basically five action items that are required to complete the transaction:

1. Selection of a refinancing term and direction to County staff to proceed with the refinancing
2. Approval of the refinancing documents by the County Board of Supervisors,
3. Credit approval, which will require a meeting with the lender to discuss the County's credit,
4. Obtain a validation judgment from the Superior Court, and
5. Close transaction.

ALTERNATIVES: Your Board could choose not to approve the refinancing. However, that is not recommended since the current interest rate the County is paying to CalPERS is 7.5%.

OTHER AGENCY INVOLVEMENT:

FINANCING: Currently, the payment is allocated to the safety budgets and paid to CalPers along with the regular PERS payments. The expense allocation to safety budgets will not change if the 14 year option is chosen and will increase if the 10 year option is chosen, and the payments will be made to the lender rather than to CalPERS.

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: <i>yes</i>	Date <i>3/14/13</i>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) *Lislie L. Chapman* Date: *3/14/13*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
20-21-22
23-24-25
26-27-28

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: MARCH 19, 2013

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)].
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 – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]. *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*

PERSONNEL [PURSUANT TO GOVERNMENT CODE § 54957] - Public Employee Performance Evaluation Title: County Counsel

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

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

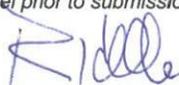
CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

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

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

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: _____ Date <u>3-13-13</u>
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DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: 3-13-13
(The Original plus 20 copies of this document are required)