

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.

May 14, 2013

8:30 a.m. PLEDGE OF ALLEGIANCE

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)] – Prominent Systems, Inc., a California Corporation, v. Eastern Sierra Engineering, P.C., a Nevada Corporation; County of Inyo, a political subdivision of the State of California, Superior Court of the State of California for the County of Los Angeles BC498144.**
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)] – Travis Summer, v. County of Inyo, Inyo County Sheriff's Department, Bill Lutze, Chad Rieger, R. Durbin, Rochelle Evans, B. Madera, Don Carter, R. Reinee, Gabe Hicks and Does 1-20, inclusive, Inyo County Superior Court Case No. SICVCV12-54534.**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)] – Peter Waasdorp; Kathy Waasdorp, v. County of Inyo; Skylene Katherine Milos, and Does 1-50, inclusive; Inyo County Superior Court Case No. SICVCV13-54910.**

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

4. **PUBLIC COMMENT**
5. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

6. **Independence Cemetery District – Request Board reappoint Ms. Marilyn Bracken and Frieda LaCues to the Independence Cemetery District Board of Trustees, to complete four year terms ending March 1, 2016 and October 8, 2015 respectively. (Notice of Vacancy resulted in requests for appointment being received from Ms. Bracken and Ms. LaCues.)**

HEALTH AND HUMAN SERVICES

7. **Social Services – Request approval to pay County Welfare Directors Association of California dues for Fiscal Year 2013-14 in an amount not to exceed \$14,664, contingent upon the Board's adoption of a FY 2013-14 Budget.**

8. **Health Services** – Request approval of Amendment No. A02 to the Agreement between the County of Inyo and the Department of Health Care Services, amending language requested by KMPG, LLP Auditor, contingent upon the Board's adoption of future budgets; and authorize the Health and Human Services Director to sign.

AGRICULTURAL COMMISSIONER

9. **Agricultural Resource Advisory Board** – Request Board reappoint the following to the Agricultural Resource Advisory Board to complete unexpired three year terms ending August 22, 2015: Mr. Howard Arcularius representing the Inyo Mono Farm Bureau, Mr. Gary Giacomini representing the Inyo/Mono Cattleman's Association, Mr. Mark Lacey representing the Lone Pine Chamber of Commerce, and Dr. William Talbot representing the LADWP Lessee Category. (*Notice of Vacancy resulted in requests for the categorical appointments as recommended from Mr. Arcularius, Mr. Giacomini, Mr. Lacey and Dr. Talbot.*)

PLANNING

10. Request Board reappoint the following to the Lone Pine Architectural Design Review Board to complete unexpired two year terms ending February 24, 2015: Ms. Kathi Hall representing the Lone Pine Chamber of Commerce Representative category, and Ms. Linda Haun representing the member-at-large category. (*Notice of Vacancy resulted in requests for reappointment from Ms. Hall and Ms. Haun.*)

SHERIFF'S DEPARTMENT

11. Request approval of the 2013 Financial & Operations Plan for Controlled Substance Operations U.S. Forest Service reimbursements in the amount of \$17,000, contingent upon the Board's adoption of a FY 2013-14 Budget; and authorize the Sheriff and the Chairperson to sign the agreement and all other necessary documents.

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

12. **SOUTHERN INYO FIRE PROTECTION DISTRICT** – Request Board receive and discuss the District's Resolution #2011-10-18 regarding adjusting the fee charged by the County to cover administration costs for collection of District's Measure J taxes, and provide direction, if any, to staff.
13. **AGRICULTURAL COMMISSIONER** – Request Board receive the presentation of the 2012 Annual Crop and Livestock Report.
14. **AGRICULTURAL COMMISSIONER** – Request Board amend the FY 2012-13 Agricultural Commissioner Budget Unit 023300 as follows: increase estimated revenue in Unrefunded Gas Tax (*Revenue Code #4463*) by \$117,371; increase appropriations in Operating Transfers Out (*Object Code #5801*) by \$58,685.50 and Other Agency Contribution (*Object Code #5539*) by \$58,685.50; and increase estimated revenue in Agricultural Commissioner Building Trust Budget Unit 503302, Operating Transfers In (*Revenue Code #4998*) by \$58,685.50. (*4/5's vote required.*)
15. **SHERIFF'S DEPARTMENT** – Request Board A) amend the FY 2012-13 Jail-CAD RMS Project Budget 022950 by increasing estimated revenue in Operating Transfers In (*Revenue Code #4498*) by \$12,231 and increasing appropriations in Other Professional Services (*Object Code #5265*) by \$12,231 (*4/5's vote required*); and B) declare Sun Ridge Systems, Inc., a sole-source provider of RIMS/JLAN Link software and ratify and approve the purchase of and payment for RIMS/JLAN Link software + annual support services from Sun Ridge Systems, Inc., in the amount of \$12,230.84.
16. **HEALTH AND HUMAN SERVICES – Health Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Registered Nurse (RN) or Public Health Nurse (PHN) exists as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and (c) approve the hiring of one full time RN at Range 78 (\$4,997 - \$6,094) or PHN at Range 80 (\$5,238 - \$6,371); and authorize to hire at the E Step depending on qualifications.

17. **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 Integrated Case Worker exists in the Social Services Budget 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 if the position cannot be filled from an existing eligibility list; and (c) approve the hiring of one Integrated Case Worker I at Range 60 (\$3,271 - \$3,973) or II at Range 64 (\$3,590 – \$4,363) depending on qualifications.
18. **PLANNING** – Request Board A) approve the Contract between the County of Inyo and Liebersbach, Mohun, Carney & Reed for the provision of legal services in connection with the County's defense in the matter *Owens Valley Committee v. County of Inyo, Inyo County Superior Court Case No. SICVPT 13-54991*, in an amount not to exceed \$50,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign; and B) approve Amendment No. 3 to the Contract between the County of Inyo and C.G. Roxane LLC to increase the Contract by \$60,000 to a total of \$568,507 and amend the scope of work to provide for the reimbursement of all costs, including costs for outside attorney's fees and costs, incurred by the County in connection with *Owens Valley Committee v. County of Inyo*, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
19. **PLANNING** – Request Board, concerning Inyo National Forest Plan Update/Revision, identify priorities for any Eastside Symposium and/or Science Synthesis Addendum and provide direction regarding the upcoming Sierra Cascades Dialog.
20. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

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

- 10:45 a.m. 21. **COUNTY ADMINISTRATOR – Information Services** – Request Board conduct a workshop to receive a presentation regarding the Eastern Sierra Connect Regional Broadband Consortium (ESCRB).
- 11:15 a.m. 22. **COUNTY ADMINISTRATOR** – Request Board A) receive a presentation updating the status of efforts by the Alabama Hills Stewardship Group to obtain Federal National Scenic Area Designation for the Alabama Hills; and B) provide direction regarding the development of follow-up correspondence reaffirming the County of Inyo's support for the proposed designation.
- 1:30 p.m. 23. **WATER DEPARTMENT** – Request Board A) provide direction to the County's Standing Committee representatives concerning the Agenda for the May 20, 2013 Inyo County/Los Angeles Standing Committee (*draft agenda to be provided prior to the discussion*); B) take action on LADWP's request for reductions in irrigation; and C) take action on LADWP's request for reductions in water supplied to E/M projects.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

24. **PUBLIC COMMENT**

CLOSED SESSION

25. **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.

26. **PERSONNEL [Pursuant to Government Code §54957].** Public Employee Appointment – Title – Public Works Director.
27. **PERSONNEL [Pursuant to Government Code §54957].** Public Employee Appointment – Title - County Counsel.
28. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
29. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
30. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, and Information Services Director Brandon Shults.
31. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.
32. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
33. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]** – Property: APN 026-080-15, Lone Pine, California – Negotiating Parties: County Administrator Kevin Carunchio, Senior Deputy County Administrator Pam Hennarty, and Deputy Public Works Director Jim Tatum – Negotiations: Terms and Conditions.

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

1-2-3
25-26-27
28-29-30
31-32-33

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for **8:30 A.M. (3 Items) Closed Session Informational

FROM: COUNTY COUNSEL

TO THE BOARD MEETING OF: MAY 14, 2013

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

****Scheduled for 8:30 A.M.**

****CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]**
PROMINENT SYSTEMS, INC., a California Corporation, v. EASTERN SIERRA ENGINEERING, P.C., a Nevada Corporation; COUNTY OF INYO, a political subdivision of the State of California, Superior Court of the State of California for the County of Los Angeles BC498144

****CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]** - TRAVIS SUMMERS, v. COUNTY OF INYO, INYO COUNTY SHERIFF'S DEPARTMENT, BILL LUTZ, CHAD RIEGER, R. DURBIN, ROCHELLE EVANS, B. MADERA, DON CATER, R. REINEE, GABE HICKS, and DOES 1-20, inclusive, Inyo County Superior Court Case No. SICVCV12-54534

****CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]** - PETER WAASDORP; KATHY WAASDORP, v. COUNTY OF INYO; SKYLENE KATHERINE MILOS; and DOES 1-50, inclusive, Inyo County Superior Court Case No. SICVCV13-54910

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 Appointment - Title: Director Public Works.

PERSONNEL [Pursuant to Government Code § 54957]. Public Employee Appointment - Title: County Counsel.

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: Information Services Director Brandon Shults, 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: Information Services Director Brandon Shults, 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: (ICEA) - Negotiators: Information Services Director Brandon Shults, 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 Probation Peace Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.

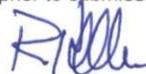
CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: Information Services Director Brandon Shults, and Labor Relations Administrator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

REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]. - Property: APN026-080-15, Lone Pine, California - Negotiating Parties: County Administrator Kevin Carunchio, Senior Deputy County Administrator Pam Hennarty, and Deputy Public Works Director Jim Tatum -- Negotiations: Terms and Conditions

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 5.8.13

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 5.8.13



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
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Independence Cemetery District Board of Trustees Appointments

DEPARTMENTAL RECOMMENDATION: - Request Board re-appoint Ms. Marilyn Bracken and Frieda LaCues to the Independence Cemetery District Board of Trustees, to complete four-year terms ending March 1, 2016 and October 8, 2015 respectively. (*Notice of Vacancy resulted in request for appointment being received from Ms. Bracken and Ms. LaCues.*)

SUMMARY DISCUSSION: Your Board is the appointing authority for the local cemetery districts. The Independence Cemetery District notified this office of a vacancy. The appropriate notice of vacancy was published per your Board's policy, for the term which is expiring. Requests for reappointment were received from Ms. Bracken and Ms. LaCues, who are seeking re-appointment. Therefore, it is recommended that your Board re-appoint Ms. Bracken and Ms. LaCues to the Board of Trustees for appointments as recommended.

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

OTHER AGENCY INVOLVEMENT: - N/A

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

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: HEALTH & HUMAN SERVICES, Social Services

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Approval to Pay Association Dues

DEPARTMENTAL RECOMMENDATION:

Request approval to pay County Welfare Directors Association of California (CWDA) dues for fiscal year 2013-2014 in an amount not to exceed \$14,664, contingent upon the Board's adoption of the FY 2013/14 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. The 2013-14 amount is \$699 more than prior year's dues. CWDA, the association of Social Services Directors (a.k.a. Welfare Directors), is staffed by a very sophisticated team that works closely with CSAC to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State for County-administered Social Services programs and budgets. In Inyo County those programs include the following:

All Social Services (CalWORKS/TANF services, Medi-Cal, CalFresh, Child Welfare Services, Foster Care Licensing and Services, Family Day Care Licensing, Child Abuse Prevention, Wraparound Intensive Services, Adult Protective Services, In-Home Supportive Services)

Foster Care Administration

Temporary Assistance to Needy Families Administration

Disaster-Related Shelter/Evacuation Care staff costs

Oversight of Matching Realignment Funds for California Children's Services

Local administration of Workforce Investment Act, General Assistance, and County Medical Services Program (CMSP)

Most of the Social Services programs have both federal and state laws, regulations and budget controls, with varying cost sharing ratios and/or matches required. The fiscal and political context for social services is ever-changing. Client advocacy and poverty law groups abound both nationally and statewide. CWDA is a highly effective organization, bringing needed resources – especially for small counties – to tracking legislation and litigation as they impact local county issues, monitoring cost shifting to counties, coordinating closely with CSAC to ensure unity of positions on issues, and assisting counties in general service implementation concerns.

Additionally, Social Services administrative funding provides an overarching funding structure for our Health and Human Services Department that assists in reducing administrative costs in other budgets, such as senior programs and Public Health.

ALTERNATIVES:

CWDA probably will continue to function even if Inyo does not pay its dues, at least for now.

OTHER AGENCY INVOLVEMENT:

All of California's County Social Services programs

FINANCING:

Federal funds plus a 15% County share of approximately \$2,000 paid out of Social Services Realignment. This expense will be budgeted in Social Services (055800) in General Operating (5311).

<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> Approved:  Date: <u>4/30/13</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)



Date: 5-2-13

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6311



April 19, 2013

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CWDA

INVOICE

Bill to: Jean Turner, Director
Health and Human Services Department
Inyo County
163 May Street
Bishop, CA 93526

EXECUTIVE COMMITTEE

President
Charlene Reid, Tehama County

Vice President at Large
Susan Loew, Riverside County

Executive Officer
Bruce Wagstaff, Santa Clara County

Secretary/Treasurer
Trent Rhorer, San Francisco County

Vice President of Administration
Barry Zimmerman, Ventura County

Vice President of Program
Jason Britt, Tulare County

Vice President of Services
Mary Sawicki, Calaveras County

Los Angeles County Representatives
Sheryl Spiller, Department of
Public Social Services

Philip Browning, Department of
Children & Family Services

Twenty Small Counties Representatives
Elizabeth Kelly, Colusa County
Eric Nielson, Lassen County

Legislative
Kathy Gallagher, Contra Costa County

Fiscal
Carhi Grams, Butte County
Linda Haugan, San Bernardino County

EXECUTIVE DIRECTOR
Frank Mecca, CWDA

County Fee for Fiscal Year
July 1, 2013 - June 30, 2014

Total Amount Due \$14,664

Please remit to address below. Thank you.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

3

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Amendment No. A02 between the County of Inyo and California Department of Health Care Services (DHCS) for Medi-Cal Administrative Activities (MAA)

DEPARTMENTAL RECOMMENDATION:

Request that your Board 1) Approve Amendment No. A02 for Agreement No. 09-86015 between the County of Inyo and Department of Health Care Services, amending language requested by KPMG, LLP Auditor, and 2) Authorize Jean Turner, Health and Human Services Director to sign, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On May 5, 2009 your Board approved Agreement No. 09-86015 between the County of Inyo and California Department of Health Care Services (DHCS), through which DHCS would reimburse Inyo County for approved Medi-Cal Administrative Activities (MAA) up to an amount of \$900,000. On February 7, 2012 you Board approved Amendment A01 for this contract extending the end date through June 30, 2014 and increasing the maximum amount of reimbursement up to \$1,425,000. Your Board also authorized that the funds reimbursed through the MAA/TCM billing process would be used to support the services/programs, which earn the funds. This most recent amendment, A02 was initiated by the State due to a recent State Audit. The amendment changes some language in Exhibit B, Budget Detail, and Exhibit E, Additional Provisions. The new language references the County's responsibility in insuring that we are properly reporting our Catalog of Federal Domestic Assistance (CFDA) numbers in our Single Auditing process.

There are currently four active claiming units in Inyo County: Adult Probation, First Five, Public Health, and the MAA/TCM Coordination Unit. To continue to obtain reimbursement for MAA activities the County must authorize execution of the amendment to the contract with DHCS/MAA division.

ALTERNATIVES:

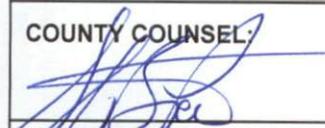
The County can choose not to sign the Amendment and lose the ability to claim any additional MAA funding for Inyo County HHS.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services, Inyo County Probation, First 5

FINANCING:

MAA/TCM Coordination, MAA participation by claiming units and filing for reimbursement requires that claiming units document MAA activities in conformance with administrative standards established by the California Department of Health Care Services and the federal Medicaid administration. Medi-Cal Administrative Activities involve providing access to Medi-Cal services, which is already part of the claimant's mission. Upon State approval of MAA Invoices, claiming units are reimbursed for approximately 50% of non-federal expenditures on these activities.

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 4/29/2013</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>✓ 5/1/13</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: _____ Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5-2-13

STANDARD AGREEMENT AMENDMENT

STD. 213A_DHCS (Rev. 01/13)

 Check here if additional pages are added: 11 Page(s)

Agreement Number

09-86015

Amendment Number

A02

Registration Number:

1. This Agreement is entered into between the State Agency and Contractor named below:
- State Agency's Name
Department of Health Care Services (Also known as DHCS, CDHS, DHS or the State)
- Contractor's Name
Inyo County (Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2009
through June 30, 2014
3. The maximum amount of this Agreement after this amendment is: \$ 1,425,000
One Million Four Hundred Twenty Five Thousand Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- I. **Amendment effective date:** June 1, 2013
 - II. **Purpose of amendment:** This amendment is amending language requested by KPMG, LLP Auditor.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
 - IV. Exhibit B, Budget Detail and Payment Provisions is adding Provision 12 Program Name and Number for Federal Claiming.
 - V. Exhibit E, Additional Provisions is adding Provision 8, Definitions.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.) Inyo County		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jean Turner, Health and Human Services Director		
Address PO Drawer H Independence, CA 93526		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Andrew Young, Chief, Contract Management Unit		
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		
		<input type="checkbox"/> Exempt per:

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, the DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

<u>Regular Mail</u>	<u>Overnight Mail</u>
CMAA Analyst Department of Health Care Services Safety Net Financing Division Administrative Claiming Local & Schools Services Branch MS 4603 PO Box 997436 Sacramento, CA 95899-7436	CMAA Analyst Department of Health Care Services Safety Net Financing Division Administrative Claiming Local & Schools Services Branch MS 4603 1501 Capitol Avenue Sacramento, CA 95814

- C. Invoices shall:
- 1) Be prepared on both the Summary Invoice and Detailed Invoice incorporated by reference in Exhibit E, Provision 1.
 - 2) Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the Summary Invoice.
 - 3) Bear the Contractor's name as shown on the agreement on both the Summary Invoice and on the Detailed Invoice.
 - 4) Identify the billing and/or performance period covered by the invoice on both the Summary Invoice and on the Detailed Invoice.
 - 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the Detailed Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.
 - 6) Provide the State with complete invoice and expenditure information to include in the Centers for Medicare and Medicaid Services CMS 64 no later than *eighteen* (18) months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized Summary Invoice and Detailed Invoice.
 - 7) Identify on the Detailed Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate Detailed Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming MAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the MAA Invoice instructions. The Detailed Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors MAA Claiming Plan. The Invoice instructions and the MAA Claiming Plan are found in the LGA MAA Provider Manual incorporated by reference in Exhibit E, Provision 1.

Exhibit B
Budget Detail and Payment Provisions

D. Rates Payable

- 1) The invoices may include the cost of expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.
 - a. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to "Skilled Professional Medical Personnel (SPMP)" of a public agency and their "directly supporting staff" shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their directly supporting staff, shall be 50 percent. The maximum rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their directly supporting staff shall be 50 percent.
 - (1) An SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Directly supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, *and* who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
 - b. The rate of federal reimbursement is 50 percent Federal Financial Participation (FFP) for all costs of non- SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.
 - c. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.

- E. Certify the certified public expenditure from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to W&I Code Section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of Federal Financial Participation (FFP). Expenditures certified for MAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. The following certification statement shall be made on each Summary Invoice submitted to the State for payment for the performance of MAA:

"I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditures for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51, for allowable administrative activities and that these claimed expenditures have not been nor shall not subsequently be used for federal match in this or any other program. I have notice that the information is to be

Exhibit B
Budget Detail and Payment Provisions

used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation of the Federal False Claims Act."

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the DHCS shall have the option to either cancel this Agreement with no liability occurring to the DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$ 250,000 for the budget period of 07/01/12 through 06/30/13,
 - 2) \$ 275,000 for the budget period of 07/01/13 through 06/30/14.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Participation in Medi-Cal Administrative Claiming Process

- A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.
- B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.
- C. The amount of the participation fee shall be based upon the anticipated State salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

Exhibit B
Budget Detail and Payment Provisions

6. Non-Federal Matching Funds for Medi-Cal Administrative Activities

The Contractor will expend one hundred percent (100%) of the non-federal share of the cost of performing Medi-Cal Administrative Activities. By signing this agreement the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

7. Claiming Overhead Costs

- A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the plan. A LGAs plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve it.
- B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.
- C. Both external and internal administrative cost allocation plans must comply with provisions of the federal OMB Circular A-87, entitled "Cost Principles for State, Local, and Indian Tribal Governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."
- D. The Contractor must assure that costs claimed as direct costs not duplicate costs claimed through the application of the indirect cost rate.

8. Offset of Revenues

- A. To the extent that other funding sources have paid or would pay for the costs at issue, Federal Financial Participation (FFP) is not available and the costs must be removed from the total costs (*OMB Circular A-87, Attachment A, Part C., Item 4.a.*). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:
 - 1) All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.
 - 2) All state expenditures which have been previously matched by the federal government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates*). Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all inclusive rate for direct patient care.
 - 3) Private insurance and other fees collected from non-governmental sources.
 - 4) All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that

Exhibit B
Budget Detail and Payment Provisions

offset or reduce expense items allocable to federal awards as direct or indirect costs.

- 5) A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs, i.e., make a profit.

9. Requirements for Federal Financial Participation

- A. Per 42 CFR, Section 432.2 et seq., and Section 433.1 et seq., Skilled Professional Medical Personnel (SPMP), and directly supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.
- B. The seventy-five percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to the DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their directly supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.
- C. Fifty percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and directly supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA program is activity driven not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system.
- D. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

10. Expense Allowability/Fiscal Documentation

- A. Invoices, received from a contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the DHCS.

Exhibit B
Budget Detail and Payment Provisions

Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

11. Federal Audit Disallowances

- A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code Section 14132.47, and this agreement, less the amounts already remitted to the State.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for MAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed MAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for MAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

12. Program Name and Number for Federal Claiming

- A. Title 31 – Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 – Requirements for Single Audits, Section 7502 requires each pass-through entity provide the subrecipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program.
- B. Contractor shall include the language in Provision 12, Item A, in its contracts with subrecipients and vendors.

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgement of receipt. Periodic updates to the below listed documents that are not electronically accessible via the Internet, an Extranet link or other mechanism will be presented to the Contractor under separate cover and acknowledgement of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

- 1) Health Administrative Manual Section 6-1000.*
- 2) Local Government Agency (LGA) MAA Provider Manual.*
- 3) Policy & Procedure Letters.*
- 4) MAA Time Survey for Employees Performing Medi-Cal Administrative Activities and/or Targeted Case Management.*
- 5) Medi-Cal Administrative Activities Summary Invoice.*
- 6) Medi-Cal Administrative Activities Detailed Invoice.*

*View at www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx

2. Amendment Process

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation/Termination

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

Exhibit E
Additional Provisions

- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

4. Contractor Responsibilities

- A. Comply with 42 U.S.C., Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations CCR), Division (3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and Federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.
- B. If the Contractor enters into contracts with other organizations to perform MAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have available for State and/or Federal review, any contract to perform administrative activities under the auspices of the Medi-Cal Program.
- C. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified Summary Invoice or Detailed Invoice by a Contractor shall constitute a breach of contract. Submission of a Summary Invoice or Detailed Invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.
- D. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.
- E. Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- F. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or

Exhibit E
Additional Provisions

employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

- G. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.

5. State Responsibilities

- A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for MAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.
- B. Provide the Contractor with a standardized format for the Summary Invoice, Detailed Invoice and MAA Claiming Plan which will be disseminated through policy directives issued by the State.
- C. Review MAA Claiming Plan and amendment(s) to the MAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the MAA Claiming Plan shall not require a formal amendment to the agreement but may instead be effected via written approval of the amended MAA Claiming Plan signed by DHCS.
- D. Provide program monitoring and oversight including periodic site reviews for compliance with State and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.
- E. Submit approved MAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.
- F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

Exhibit E
Additional Provisions

6. Joint Responsibilities

- A. The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, 45 CFR Sections 160, 162, and 164, Welfare and Institutions Code, Section 14100.2, and 22 California Code of Regulations, Section 51009.

7. Audit

- A. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 307). View Exhibit C at the following Internet site:
<http://www.ols.dgs.ca.gov/Standard+Language>.
- B. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States Centers for Medicare and Medicaid Services, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the expenditures were incurred for MAA and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for MAA, upon request, to the state or federal government.

8. Definitions

- A. **The following definitions are applicable to this Contract.**
- 1) **"CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).**
 - 2) **"Federal award" means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts used to buy goods or services from vendors.**

Exhibit E
Additional Provisions

- 3) **“Federal awarding agency” means the federal agency that provides an award directly to the recipient.**
 - 4) **“Federal program” means all federal awards to a non-federal entity assigned a single number in the CDFA.**
 - 5) **“Pass-through entity” mans a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.**
 - 6) **“Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.**
 - 7) **“Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133**
 - 8) **“Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided on OMB Circular A-133.**
- B. The definitions in Provision 8, Item A, shall be included in all of Contractor’s contracts with subrecipients and vendors.**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

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

FOR THE BOARD MEETING OF: **May 14, 2013**

SUBJECT: Appointment of Four (4) Members to the Agriculture Resource Advisory Board

DEPARTMENTAL RECOMMENDATION:

We are requesting that your Board approve the re-appointment of three (3) members and the appointment of (1) member: (A) Howard Arcularius, President of Inyo/Mono Farm Bureau to serve a three-year term and (B) Gary Giacomini, to represent the President of Inyo/Mono Cattleman's Association to serve a three-year term and (C) Mark Lacey, to represent the Lone Pine Chamber of Commerce to serve a one-year term and (D) William Talbot, to represent the Los Angeles Department of Water & Power (LADWP) Lessee's to serve a three-year term.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Howard Arcularius has served a three-year term and would like to be considered for re-appointment for an additional three-year term to expire August 22, 2015 as the President of the Inyo/Mono Farm Bureau.

Gary Giacomini has served a three-year term and would like to be considered for re-appointment for an additional three-year term to expire August 22, 2015 representing the President of Inyo/Mono Cattleman's Association.

Mark Lacey would like to be considered for appointment for a one-year term to expire August 22, 2013 representing the Lone Pine Chamber of Commerce.

William Talbot has served a three-year term and would like to be considered for re-appointment for an additional three-year term to expire August 22, 2015 representing LADWP Lessee's.

As per resolution 2006-28 the Agriculture Resource Advisory Board shall consist of seven (7) voting members. This Board supports Mr. Giacomini, Mr. Lacey and Mr. Talbot in these requested reappointments. Their knowledge and commitment to this Board has been an asset to the Agriculture Resource Advisory Board.

ALTERNATIVES:

Your Board could choose not to reappoint these persons to fill these terms thus leaving the Agriculture Resource Advisory Board with vacancies.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

No fiscal impact is expected from this action.

APPROVALS

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

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

Henry J. Milich

Date: *5/8/13*



AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Re-Appointment of Two Members to the Lone Pine Architectural Design Review Board

DEPARTMENTAL RECOMMENDATION:

Request the re-appointment of Kathi Hall and Linda Haun to the Lone Pine Architectural Design Review Board: one to serve as the "Lone Pine Chamber of Commerce" member (Kathi Hall), and one to serve as the "public" member (Linda Haun), pursuant to Section 18.69.020(B)(4) & (5) of the Inyo County Code.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION:

Inyo County Code Section 18.69.020 describes these appointments to the Lone Pine Architectural Design Review Board:

- Chamber of Commerce Member: "A member of the Chamber of Commerce representing the town or locale in which the D District (i.e., Design District) has been designated, recommended jointly to the Board of Supervisors by that Chamber of Commerce and the Planning Commissioner representing the Supervisorial district in which the D District has been designated."
- Public Member: "A member of the public residing in the town or locale in which the D District has been designated, recommended jointly to the Board of Supervisors by the Chamber of Commerce representing that town or locale and the Planning Commissioner representing the Supervisorial district in which the D District has been designated."

These appointments will be for a term of two years, to expire on May 14, 2013.

Ms. Kathi Hall ("Chamber of Commerce" Board member) and Ms. Linda Haun ("Public" Board member) have been serving in these positions for the past term and have expressed interest in continuing their service as Board Members. There were no respondents other than Ms. Haun to a public notice of the available "Public" Board Member vacancy and Ms. Hall has been recommended by the Lone Pine Chamber of Commerce, as well as, Commissioner Paul Payne, representing the Fifth District, to serve another term. As a result, planning staff recommends the reappointment of both Ms. Hall and Ms. Haun to the Board.

Attached are letters of recommendation from the Lone Pine Chamber of Commerce and Fifth District Planning Commissioner Paul Payne, as required by Section 18.69.020.

ALTERNATIVES:

Do not appoint the two previously serving Lone Pine Architectural Design Review Board members, and advertise again for other interested persons to serve on the Board.

OTHER AGENCY INVOLVEMENT:

Lone Pine Chamber of Commerce.

FINANCING:

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

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> Approved:
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:

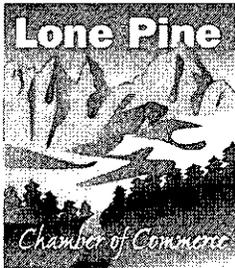
DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 5/6/13

ATTACHMENTS:

- 1.) Letters of Support/Recommendation from the Lone Pine Chamber of Commerce and Fifth District Planning Commissioner Paul Payne.
- 2.) Letter of interest from Ms. Linda Haun.



LONE PINE CHAMBER OF COMMERCE

120 South Main Street ~ P.O. Box 749 ~ Lone Pine, CA 93545
(760) 876-4444 ~ Fax (760) 264-9675

April 18, 2013

County of Inyo Planning Department
PO Box L
Independence CA 93549

Attn: Cathreen

Dear Cathreen,

This is to inform you the Lone Pine Chamber has asked Kathi Hall, of Lone Pine, who has agreed, to serve on the Design Review Board for an other two year term.

Kathi Hall's contact information is as follows:

Kathi Hall
PO Box 1080
Lone Pine CA 93545
760-876-8631

Sincerely,
/s/
Kathleen New
President/CEO



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

//

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Approval of the U.S. Forest Service Cooperative Law Enforcement Agreement for Controlled Substance Operations.

DEPARTMENTAL RECOMMENDATION:

Request the Board A) approve the 2013 Financial & Operations Plan for Controlled Substance Operations U.S. Forest Service reimbursements in the amount of \$17,000; B) authorize Sheriff Lutze and the Chairman of the Board to sign the agreement and all necessary documents; C) contingent upon the adoption of the FY 13/14 budget..

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Marijuana cultivation within the Forest Service boundaries in Inyo County continues to increase. These include the areas from the Southern end of the county to the Northern end of the County. The Sheriff's Office has continued to work the cultivations with the U.S. Forest Service and BLM. Monies from this agreement will assist the Sheriff's Department in continuing to assist in these investigations and the eradication of thousands of marijuana plants within Inyo County. The marijuana-growing season starts in the spring, usually April or May and the harvesting season begins in August to September, as such, no expenditures or reimbursements are expected until FY 13/14.

ALTERNATIVES:

Deny the modification and use existing county funds for controlled substance operations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The U.S. Forest Service reimbursements total \$17,000, to be billed and received in the 13/14 fiscal year. The

revenue will be budgeted in the Sheriff General (022700) budget for the FY 13/14.

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>4-25-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>4/30/13</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)



Date: 5-1-13



FS Agreement No. 11-LE-11051360-220
Cooperator Agreement No. _____
Modification No. 005

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
INYO COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

2013 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Inyo County Sheriff's Department, hereinafter referred to as "ICS," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11051360-220 executed on April 04, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2012 and ending September 30, 2013.

Previous Year Unexpended Funds: \$17,000.00
Current FY 2013 Obligation: \$ 0.00
FY-2013 Total Annual Operating Plan: \$17,000.00

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
William R. Lutz, Sheriff P.O. Drawer S 550 S Clay Street Independence, CA 93526 Telephone: (760) 878-0320 FAX: (760) 878-0320	Lauri Harner P.O. Drawer S 550 S Clay Street Independence, CA 93526 760-878-0320 FAX: 760-878-0389 Email: lharner@inyocounty.us



Cooperator Alternate Contact	Cooperator Fiscal Contact
Kelvin Johnston, Sgt. INET P.O. Box 1392 Bishop, CA 93515 Telephone: (760) 878-0320 FAX: (760) 878-4052	Diane Fortney P.O. Drawer S 550 S Clay Street Independence, CA 93526 Telephone: (760) 878-0333 FAX: (760) 878-0389 Email: dfortney@inyocounty.us

Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Peter M. Kogler, Special Agent San Gorgonio Ranger District 34701 Mill Creek Road Mentone, CA 92359 Telephone: (909) 382-2901 Cell: (951) 315-5872 FAX: (909) 794-2015 Email: pmkogler@fs.fed.us	Angela O. Cabada, Program Support Assistant Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-8720 FAX: (707) 562-9031 Email: aocabada@fs.fed.us

U.S. Forest Service Program Coordinator Contact
Kent Delbon, Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-8649 Cell: (707) 373-6672 FAX: (707) 562-9031 Email: kdelbon@fs.fed.us

II. CONTROLLED SUBSTANCE ACTIVITIES:

Pursuant to IV- I of Agreement No. 11-LE-11051360-220, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:



A. **The U.S. Forest Service agrees:**

1. To reimburse **ICS** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including:
 - a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances. Reconnaissance shall be performed using a U.S. Forest Service approved aircraft with a minimum of one U.S. Forest Service observer on board, unless waived by the U.S. Forest Service.
2. To reimburse **ICS** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
 - a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse **ICS** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: **ICS** retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.
4. To reimburse **ICS** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.



Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. ICS agrees:

1 Within its capability, to perform the following activities on National Forest System lands:

- a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
- b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
- c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.

2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The U.S. Forest Service and ICS mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to ICS under this agreement;

Salary (base)	\$35.16 per hour,
Salary (overtime)	\$ base + 1/2 per hour,
Per diem costs	\$34/M&IE + \$55/Lodging,
Travel (mileage and fares)	Actual documented costs,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs

2. The total expenditures of ICS that may be reimbursed may not exceed..... **\$17,000**.
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-V.*
Cooperative Law Enforcement Agreement Provision IV-V.

**III. BILLING FREQUENCY:**

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

ICS will furnish monthly itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements (Attachment A) to:

Angela Cabada, PSA
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592

Send photo copy to:

Peter M. Kogler, Special Agent
San Geronio Ranger District
34701 Mill Creek Road
Mentone, CA 92359

- b. Send hard copy invoices to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC_GA@fs.fed.us

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before December 31, 2013 in order to receive payment.
- d. Annually update the CCR registration of the County Sheriff's DUNS# on the Central Contractors Registration (CCR) website at www.ccr.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

Job Code: NFLE0513 1360 \$0.00



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

Chairman, Board of Supervisors
Inyo County
Date

WILLIAM R. LUTZE, Sheriff
Inyo County
Date

SCOTT HARRIS, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region
Date

The authority and format of this agreement has been reviewed and approved for signature.



GEORGETTE GURULE
U.S. Forest Service, Pacific Southwest Region
Grants & Agreements Specialist
3-13-2013
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**Law Enforcement Billing Summary
Drug Enforcement**

	Agreement #: 11-LE-11051360-220
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USDA Forest Service, NF: INYO	County: INYO
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: Coop Patrol Controlled Substance Ops

A. Total Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Expenditures:	\$
G. Total Invoice Reimbursement per Op Plan:	\$

Certification Statement

County Sheriff		USFS - Special Agent	
I certify this billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	US Forest Service	Date

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Southern Inyo Fire Protection District

PO Box 51, Tecopa, CA 92389 • Phone & Fax (760) 852-4130



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

15 November 2012

Enclosed please find a Resolution of the Southern Inyo Fire Protection District Board of Directors. The resolution is a request by the District to the Board of Supervisors to act in its capacity as the governing body for the county of Inyo to relieve the District from fees that are in excess of limits established in State statutes.

Excerpts of the relevant statutes are included.

Members of our Board as well as staff members want to attend the Supervisor's meeting at which this matter will be on the agenda. Please notify our District office two weeks prior to the meeting if possible so that travel and schedules can be arranged.

Thank you for your consideration in this matter.

Robin Flinchum, SIFPD Board Chair

Southern Inyo Fire Protection District

PO Box 51, Tecopa, CA 92389 • Phone & Fax (760) 852-4130



A Resolution of the Board of Directors of the Southern Inyo Fire Protection District

2011-10-18

Whereas: The Southern Inyo Fire Protection District was formed pursuant to a resolution of the Inyo County Board of Supervisors on August 10, 1993, and;

Whereas: The Southern Inyo Fire Protection District is subject to the provisions of the Fire District Law of 1987 (Health and Safety Code 13800, et seq.), and;

Whereas: The county treasurer shall act as the district treasurer and shall receive no compensation for the receipt and disbursement of money of the district. (Health and Safety Code, sec. 13854) and;

Whereas: The Southern Inyo Fire Protection District's sole source of tax revenue is a Special Tax approved by district voters November 6, 2001 (Measure J). and;

Whereas: The staff and Board of Southern Inyo Fire Protection District perform all annual appraisals including data entry, and;

Whereas: The Southern Inyo Fire Protection District is currently charged five (5) dollars per parcel (approx. 14% of total tax revenue) by Inyo County for the collection of Measure J monies, and;

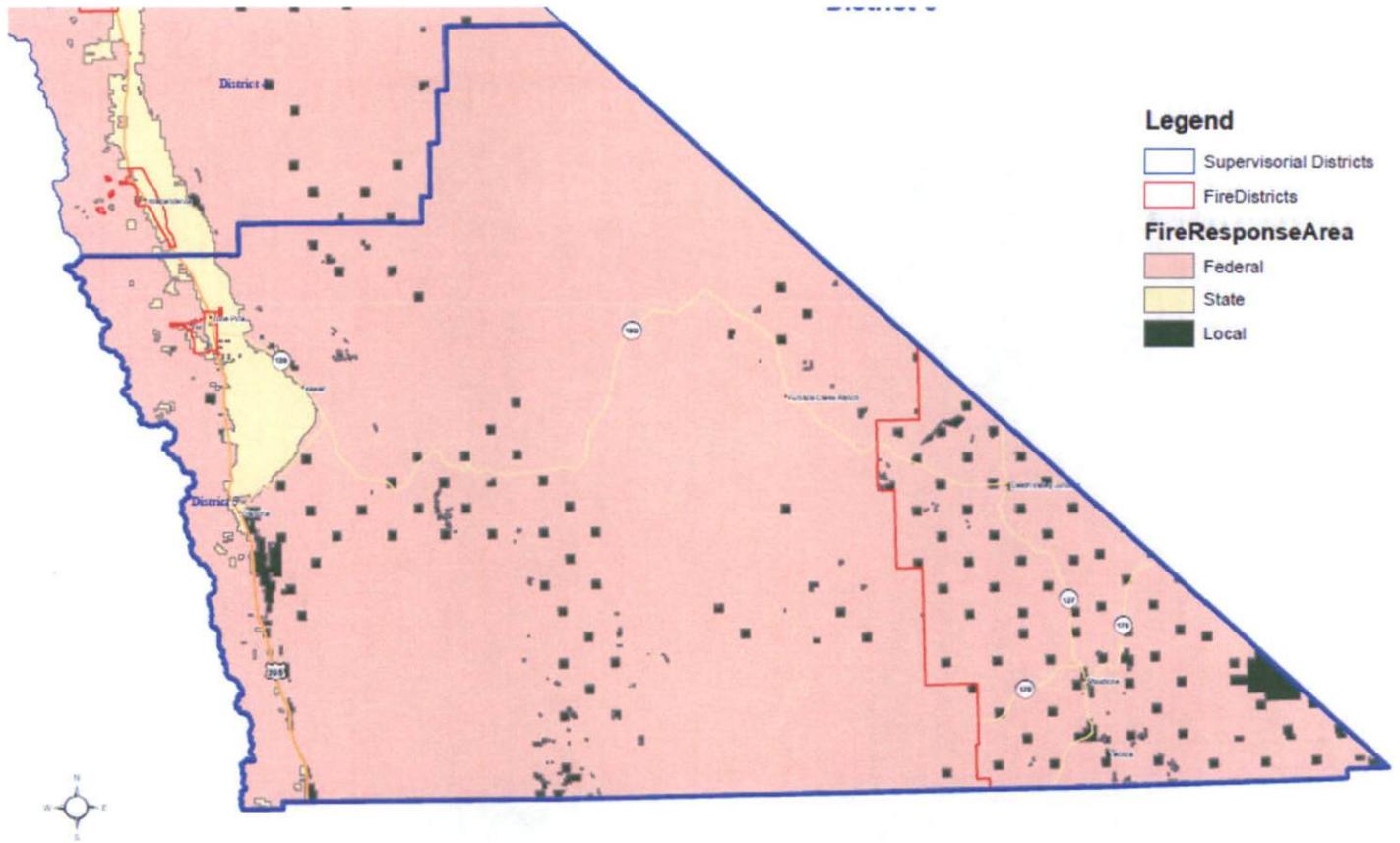
Whereas: The collection fee for such taxes shall not exceed one-fourth of 1 percent of all money collected. (Health and Safety Code sec. 13899 and California Government Code sec. 29142)

Therefore : Be it resolved that the Southern Inyo Fire Protection District Board of Directors does hereby petition the Inyo County Board of Supervisors to direct staff to adjust the fee for collection of Measure J taxes to an amount not to exceed one-fourth of 1 percent of all monies collected and to refund to the District an amount equal to the overpayment of fees since 2005.

Adopted at the regular SIFPD Board meeting, October 18, 2012

Ayes: Flinchum, Sanborn, Regnell, Noel, Marks

Nos: none



COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE BOX 0
INDEPENDENCE, CALIFORNIA 93526-0614
(760) 878-0312 • (760) 872-2712



JOHN TREACY
TREASURER-TAX COLLECTOR

LINDA DUNCAN
ASSISTANT TREASURER-TAX COLLECTOR

May 7, 1998

The Governing Board
Southern Inyo Fire Protection District
P.O. Box 205
Shoshone, CA 92384-0205

Subject: County Administrative Fee - Special District Tax

Dear Governing Board Members:

In response to your request, the Inyo County Auditor-Controller Mr. George Holland, and I have calculated our Administrative Costs that would be associated with billing and collection of your District's proposed Special Tax. We have calculated that the Administrative Fee would total **\$525.00 for the current fiscal year costs**. (This amount is exclusive of any costs that your District might incur as a result of the proposed ballot measure.)

The \$525.00 per fiscal year Fee consists of the following:

Tax Collector's time.....	\$140.00
Assistant Tax Collector's time.....	115.00
Tax Collector's computer time and supplies.....	45.00
Auditor-Controller's time.....	<u>225.00</u>
Total per fiscal year Administrative Fee....	\$525.00

This Fee is based on our current property tax delinquency rate of 1%. To this base Fee we must add an additional amount based on an estimate of the number of parcels that may become tax-defaulted. (A parcel becomes tax-defaulted when the tax for the current year remains unpaid at the end of the fiscal year.) The Tax Collector's costs increase on tax-defaulted property due to mandated redemption procedures, delinquent notices and legal publications. We calculate the additional Fee at **\$25.00 per tax-defaulted parcel**.

Based on our experience, we estimate that the proposed Special Tax may create a 5% tax-defaulted delinquency rate within your District. Therefore, the annual (fiscal year) additional Fee for the management of tax-defaulted property would be as follows:

<u>2,500 parcels X 5% X \$25.00</u>	=	<u>\$3,125.00</u>
+ Fee for current year collections	=	<u>525.00</u>
Total County Fee	=	\$3,650.00

This Fee should be divided by the number of parcels that will be billed for the Special Tax to arrive at a per parcel Fee.

Southern Inyo Fire Protection District
Subject: County's Administrative Costs on Special Tax
May 8, 1998
Page 2

For example: $\$3,650/2,500$ parcels = $\$1.46/\text{parcel}$

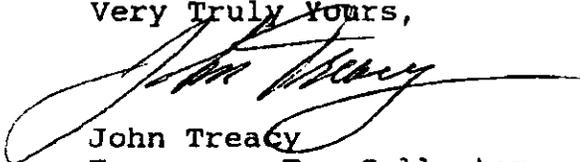
We would suggest that you incorporate the per parcel Administrative Fee with the Special Tax on every parcel, when you forward your annual certified parcel number list to the County Auditor-Controller. The total Fee should also be added to your annual budget. We would suggest that you ask County Counsel how to incorporate and disclose this annual Administrative Fee.

Please remember that the per parcel charge (Special Tax + Per Parcel Fee) must be an even number, since tax bills are payable in two equal installments.

We realize that our actual Administrative Costs may be more or less than the Fee quoted above, and that any variation would be due directly to the annual number of tax-defaulted parcels within your District. Perhaps we can discuss possible equitable remedies to those year-to-year fluctuation. For now, I suspect that you require a firm quote of our annual Fee so that you can proceed to the next step of placing the issue before the voters in your District. For that reason no stipulations have been tied to the above stated Fee.

Please call me if you have any questions with regard to this matter.

Very Truly Yours,



John Treacy
Treasurer-Tax Collector
County of Inyo

cc: Mr. George Holland, Inyo County Auditor-Controller
Mr. Paul Bruce, Inyo County Counsel

ations of the In-Home Supportive Services Advisory Board to meet the mandates of AB 1682 by establishing a non-profit consortium as the employer of record for IHSS providers, to include local representation in their service delivery and that the County continue to explore a small contract mode of service for special needs clients. Motion carried unanimously, with Supervisors Arcularius and Lent absent.

Resol. #2002-53/
Tax Rates FY
2002-03 On a motion by Supervisor Hambleton and a second by Supervisor Bear, Resolution No. 2002-53 was adopted setting the property tax rates for FY 2002-03 per California Government Code Section 29100; motion unanimously passed and adopted, with Supervisors Arcularius and Bear absent.

BoS/Minute
Approval The minutes of the August 13, 2002, meeting were pulled from consideration at the request of the Assistant Clerk of the Board. Moved by Supervisor Hambleton and seconded by Supervisor Bear to approve the minutes of the August 20, 2002, Board of Supervisors Meeting. Motion carried unanimously, with Supervisors Arcularius and Lent absent.

District/So. Inyo
Fire Protection
District Parcel
Collection Fee The County Administrator provided additional information and further explanation on the request by the Southern Inyo Fire Protection District for the parcel collection fee to be set at 1.5% for the next two years. Mr. Mendez explained that the parcel collection fee is the amount each district pays the County for collection of special assessments for the District. He also explained that the fee is normally \$5.00 per parcel. The County Administrator and the Auditor-Controller, Mr. George Holland, explained the difference between the parcel collection fee and the property tax administration fee, which covers the costs of the Auditor, Tax Collector and Assessors functions as they relate to the districts. The County Administrator clarified that the waiver of the fee would be appropriate and not precedent setting because this is a new district and the reduced collection fee would provide the District with some assurance of success as it starts up operations. Mr. Mendez provided the Board with a brief history of other actions by Board's in which waivers were granted, citing the most recent being a 4 year assessment by the Southern Inyo Hospital District in which the fee was waived. In response to questions from the Board regarding the amount of the difference, the Auditor explained that the boundaries of the district encompass more parcels than any other district in the County and the \$5 fee equates to about \$13,000 and the 1.5% fee equates to about \$1,300. Mr. Holland provided additional information regarding the property tax administration fee. Moved by Supervisor Hambleton and seconded by Supervisor Bear to approve a 1.5% per parcel collection fee to be levied against SIFPD for collecting emergency services assessments for the next two years. Motion carried unanimously, with Supervisors Arcularius and Lent absent.

INYO BCS
MINUTES
SEPT. 3 2002

Board
Members and
Staff Reports The Board Members reported on their activities during the preceding week, including a Prop 10 Meeting, the LTC Meeting, and a situation which arose on Friday regarding opposing damaging legislation which would effect the CR Briggs Mining operation. The the County Administrator provided the Board with a copy of the letter sent by the County opposing SB 483, and other information pertaining to SB 1828 and SB 483.

Closed Session. The Chairperson recessed open session at 11: 40 a.m., to convene in closed session, with all Board Members present, except Supervisors Arcularius and Lent to discuss Agenda Items No. 17. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code Section 54957.6)** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization - ICEA - Negotiators - County Administrator and Personnel Analyst; No. 18. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code Section 54957.6)** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization - Elective Officials Assistant Association (EOAA) - Negotiators - County Administrator and Personnel Analyst; and No. 19. **PERSONNEL (Pursuant to Government Code Section 54957)** - Public Employment - Title: Director of

COUNTY OF INYO
ACT001A - 4 YEAR ACTUALS COMPARISON

Drilldown is based on ENTIRE fiscal year availability

AS OF DATE: 04/02/2013		<u>2002</u> <u>ACTUAL</u> 6/30	<u>2003</u> <u>ACTUAL</u> 6/30	<u>2004</u> <u>ACTUAL</u> 6/30	<u>2005</u> <u>ACTUAL</u> 6/30
834001 S INYO EMERGENCY RESPONSE					
REVENUES					
4301	INTEREST FROM TREASURY	24.37	442.48	711.66	1,178.90
	REV USE OF MONEY & PROPERTY	24.37	442.48	711.66	1,178.90
4498	STATE GRANTS	2,619.95	26,134.08	51,054.00	0.00
4555	FEDERAL GRANTS	27,903.00	20,000.00	25,381.17	96,325.00
4599	OTHER AGENCIES	0.00	6,841.19	0.00	0.00
	AID FROM OTHER GOVT AGENCIES	30,522.95	52,975.27	76,435.17	96,325.00
4747	INSURANCE PAYMENTS	0.00	997.93	0.00	0.00
4811	ASSESSMENTS	0.00	86,437.89	73,246.55	73,211.45
4816	AMBULANCE SERVICE	3,196.12	19,490.92	19,874.65	13,207.79
4819	SERVICES & FEES	2,461.68	0.00	0.00	0.00
4825	OTHER CURRENT CHARGES	0.00	0.00	25.00	0.00
	CHARGES FOR CURRENT SERVICES	5,657.80	106,926.74	93,146.20	86,419.24
4951	DONATIONS	816.00	225.38	4.74	651.00
4959	MISCELLANEOUS REVENUE	0.00	0.00	0.00	4,751.31
	OTHER REVENUE	816.00	225.38	4.74	5,402.31
TOTAL REVENUES		37,021.12	160,569.87	170,297.77	189,325.45
EXPENSES					
5001	SALARIED EMPLOYEES	0.00	0.00	22,000.00	25,800.00
5021	RETIREMENT & SOCIAL SECURITY	0.00	0.00	1,683.00	1,836.00
	SALARIES & BENEFITS	0.00	0.00	23,683.00	27,636.00
5112	PERSONAL & SAFETY EQUIPMENT	0.00	12,361.92	10,171.95	10,655.00
5154	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	735.00
5158	INSURANCE PREMIUM	1,265.00	0.00	8,557.86	2,828.00
5171	MAINTENANCE OF EQUIPMENT	2,114.08	3,888.67	3,389.36	13,167.14
5173	MAINTENANCE OF EQUIPMENT-MATER	0.00	4,178.65	14,139.29	2,398.82
5199	MAINT OF STRUCTURES-MATERIALS	0.00	90.37	1,097.83	891.12
5201	MEDICAL, DENTAL & LAB SUPPLIES	0.00	23.00	0.00	0.00
5232	OFFICE & OTHER EQUIP < \$5,000	0.00	7,258.48	3,546.36	1,709.86
5263	ADVERTISING	0.00	0.00	77.28	0.00
5265	PROFESSIONAL & SPECIAL SERVICE	14,902.71	11,998.60	11,350.92	14,094.20
5301	SMALL TOOLS & INSTRUMENTS	0.00	0.00	3,942.82	11,515.61
5311	GENERAL OPERATING EXPENSE	7,617.70	59,452.03	8,317.86	21,976.10
5331	TRAVEL EXPENSE	0.00	407.33	2,052.74	2,131.04
5351	UTILITIES	942.82	421.60	1,121.48	1,832.83
	SERVICES & SUPPLIES	26,842.31	100,080.65	67,765.75	83,934.72
5152	WORKERS COMPENSATION	2,527.46	2,497.91	3,957.51	8,636.65
5155	PUBLIC LIABILITY INSURANCE	3,856.00	3,807.26	0.00	0.00
	INTERNAL CHARGES	6,383.46	6,305.17	3,957.51	8,636.65
5613	BUILDINGS	0.00	0.00	0.00	14,663.60
5662	COMMUNICATIONS	7,135.00	0.00	0.00	0.00
5668	HEAVY EQUIPMENT	0.00	0.00	2,116.00	98,575.00
5670	OTHER EQUIPMENT > \$5,000	4,072.98	13,278.68	4,155.33	0.00
5674	VEHICLES	0.00	5,000.00	0.00	0.00
	FIXED ASSETS	11,207.98	18,278.68	6,271.33	113,238.60
TOTAL EXPENSES		44,433.75	124,664.50	101,677.59	233,445.97

COUNTY OF INYO
ACT001A - 4 YEAR ACTUALS COMPARISON

Drilldown is based on ENTIRE fiscal year availability

AS OF DATE: 04/02/2013	2002	2003	2004	2005
	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>
	6/30	6/30	6/30	6/30
834001 NETS INYO EMERGENCY RESPONSE	-7,412.63	35,905.37	68,620.18	-44,120.52

COUNTY OF INYO
ACT001A - 4 YEAR ACTUALS COMPARISON

Drilldown is based on ENTIRE fiscal year availability

AS OF DATE: 04/02/2013		2006 <u>ACTUAL</u> 6/30	2007 <u>ACTUAL</u> 6/30	2008 <u>ACTUAL</u> 6/30	2009 <u>ACTUAL</u> 6/30
834001 S INYO EMERGENCY RESPONSE					
REVENUES					
4301	INTEREST FROM TREASURY	1,026.75	1,676.60	1,811.64	982.44
	REV USE OF MONEY & PROPERTY	1,026.75	1,676.60	1,811.64	982.44
4498	STATE GRANTS	50,000.00	29,545.64	0.00	0.00
4555	FEDERAL GRANTS	33,223.00	13,977.00	0.00	0.00
4599	OTHER AGENCIES	16,047.00	7,930.00	10,000.00	9,115.00
	AID FROM OTHER GOVT AGENCIES	99,270.00	51,452.64	10,000.00	9,115.00
4811	ASSESSMENTS	73,233.82	72,580.84	72,746.50	72,237.96
4816	AMBULANCE SERVICE	5,125.95	11,784.28	9,289.74	17,389.80
	CHARGES FOR CURRENT SERVICES	78,359.77	84,365.12	82,036.24	89,627.76
4951	DONATIONS	100.00	135.00	250.00	5,111.84
4959	MISCELLANEOUS REVENUE	0.00	1,207.88	3,018.74	4,104.34
	OTHER REVENUE	100.00	1,342.88	3,268.74	9,216.18
TOTAL REVENUES		178,756.52	138,837.24	97,116.62	108,941.38
EXPENSES					
5001	SALARIED EMPLOYEES	25,880.00	35,290.94	30,998.33	31,002.05
5012	PART TIME EMPLOYEES	400.00	0.00	442.26	1,855.50
5021	RETIREMENT & SOCIAL SECURITY	2,010.52	2,690.54	2,405.25	2,513.65
	SALARIES & BENEFITS	28,290.52	37,981.48	33,845.84	35,371.20
5112	PERSONAL & SAFETY EQUIPMENT	1,149.99	19,033.46	2,794.35	1,080.54
5154	UNEMPLOYMENT INSURANCE	549.76	406.56	540.05	505.18
5158	INSURANCE PREMIUM	8,078.00	6,676.00	6,849.00	8,101.00
5171	MAINTENANCE OF EQUIPMENT	1,727.70	13,455.27	6,588.78	2,571.06
5173	MAINTENANCE OF EQUIPMENT-MATER	1,859.38	2,912.05	2,131.19	1,780.53
5232	OFFICE & OTHER EQUIP < \$5,000	6,160.76	53.32	369.72	0.00
5253	ACCOUNTING & AUDITING SERVICE	0.00	0.00	1,571.43	0.00
5263	ADVERTISING	106.05	0.00	0.00	0.00
5265	PROFESSIONAL & SPECIAL SERVICE	60,633.85	24,804.30	11,470.24	18,371.76
5291	OFFICE, SPACE & SITE RENTAL	0.00	0.00	0.00	25.00
5311	GENERAL OPERATING EXPENSE	14,723.44	19,283.72	24,226.28	16,031.96
5331	TRAVEL EXPENSE	3,150.77	847.24	107.39	399.84
5351	UTILITIES	1,889.87	1,934.69	1,596.47	1,763.68
5499	PRIOR YEAR REFUNDS	890.00	0.00	0.00	0.00
	SERVICES & SUPPLIES	100,919.57	89,406.61	58,244.90	50,630.55
5152	WORKERS COMPENSATION	7,717.00	8,633.00	8,983.50	7,155.00
	INTERNAL CHARGES	7,717.00	8,633.00	8,983.50	7,155.00
5613	BUILDINGS	4,500.00	0.00	0.00	0.00
5640	STRUCTURES & IMPROVEMENTS	0.00	0.00	0.00	2,611.83
5650	EQUIPMENT	0.00	0.00	0.00	2,024.00
5668	HEAVY EQUIPMENT	37,041.12	2,046.40	0.00	0.00
5669	OFFICE EQUIPMENT > \$5,000	14,745.00	0.00	0.00	0.00
5674	VEHICLES	0.00	3,500.00	0.00	0.00
	FIXED ASSETS	56,286.12	5,546.40	0.00	4,635.83
TOTAL EXPENSES		193,213.21	141,567.49	101,074.24	97,792.58
834001	NETS INYO EMERGENCY RESPONSE	-14,456.69	-2,730.25	-3,957.62	11,148.80

COUNTY OF INYO
ACT001A - 4 YEAR ACTUALS COMPARISON

Drilldown is based on ENTIRE fiscal year availability

AS OF DATE: 04/02/2013		2009 <u>ACTUAL</u> 6/30	2010 <u>ACTUAL</u> 6/30	2011 <u>ACTUAL</u> 6/30	2012 <u>ACTUAL</u> 6/30
834001 S INYO EMERGENCY RESPONSE					
REVENUES					
4301	INTEREST FROM TREASURY	982.44	433.05	139.07	99.87
	REV USE OF MONEY & PROPERTY	982.44	433.05	139.07	99.87
4599	OTHER AGENCIES	9,115.00	2,760.00	0.00	3,886.50
	AID FROM OTHER GOVT AGENCIES	9,115.00	2,760.00	0.00	3,886.50
4811	ASSESSMENTS	72,237.96	68,503.26	67,964.02	70,096.83
4816	AMBULANCE SERVICE	17,389.80	15,324.17	21,935.92	18,789.82
4819	SERVICES & FEES	0.00	0.00	0.00	1,268.75
	CHARGES FOR CURRENT SERVICES	89,627.76	83,827.43	89,899.94	90,155.40
4998	OPERATING TRANSFERS IN	0.00	0.00	0.00	1,326.03
	OTHER FINANCING SOURCES	0.00	0.00	0.00	1,326.03
4936	MISCELLANEOUS SALES	0.00	0.00	0.00	319.26
4951	DONATIONS	5,111.84	3,924.00	5,172.00	4,007.75
4959	MISCELLANEOUS REVENUE	4,104.34	3,665.00	3,238.06	1,202.88
	OTHER REVENUE	9,216.18	7,589.00	8,410.06	5,529.89
TOTAL REVENUES		108,941.38	94,609.48	98,449.07	100,997.69
EXPENSES					
5001	SALARIED EMPLOYEES	31,002.05	32,282.16	32,282.16	24,735.69
5012	PART TIME EMPLOYEES	1,855.50	2,280.00	6,350.00	26,947.75
5021	RETIREMENT & SOCIAL SECURITY	2,513.65	2,644.06	2,955.45	3,953.83
5111	CLOTHING	0.00	0.00	200.00	200.00
	SALARIES & BENEFITS	35,371.20	37,206.22	41,787.61	55,837.27
5112	PERSONAL & SAFETY EQUIPMENT	1,080.54	1,308.84	682.09	710.11
5154	UNEMPLOYMENT INSURANCE	505.18	477.81	980.15	2,205.82
5158	INSURANCE PREMIUM	8,101.00	7,762.00	9,225.00	9,590.00
5171	MAINTENANCE OF EQUIPMENT	2,571.06	517.61	4,447.78	1,986.87
5173	MAINTENANCE OF EQUIPMENT-MATER	1,780.53	4,218.02	1,503.96	1,472.75
5253	ACCOUNTING & AUDITING SERVICE	0.00	1,089.35	0.00	1,086.60
5265	PROFESSIONAL & SPECIAL SERVICE	18,371.76	15,424.36	10,139.17	11,833.76
5291	OFFICE, SPACE & SITE RENTAL	25.00	0.00	0.00	25.00
5311	GENERAL OPERATING EXPENSE	16,031.96	16,047.14	21,695.16	15,507.49
5331	TRAVEL EXPENSE	399.84	115.00	0.00	978.38
5351	UTILITIES	1,763.68	2,885.85	2,740.34	3,467.10
	SERVICES & SUPPLIES	50,630.55	49,845.98	51,413.65	48,863.88
5152	WORKERS COMPENSATION	7,155.00	6,201.00	7,632.00	8,288.00
	INTERNAL CHARGES	7,155.00	6,201.00	7,632.00	8,288.00
5630	LAND IMPROVEMENTS	0.00	8,000.00	5,191.39	0.00
5640	STRUCTURES & IMPROVEMENTS	2,611.83	0.00	0.00	0.00
5650	EQUIPMENT	2,024.00	0.00	0.00	0.00
	FIXED ASSETS	4,635.83	8,000.00	5,191.39	0.00
TOTAL EXPENSES		97,792.58	101,253.20	106,024.65	112,989.15
834001	NETS INYO EMERGENCY RESPONSE	11,148.80	-6,643.72	-7,575.58	-11,991.46

LESLIE L. CHAPMAN, CPA
Auditor- Controller
lchapman@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

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JOEY PETERSON
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jpeterson@inyocounty.us

KARRIE HARRIS
Account Clerk III
kharris@inyocounty.us

Proposed New Fee Structure

Background:

The Southern Inyo Fire Protection District was created in August of 1993 by resolution of the Inyo County Board of Supervisors. The District is not entitled to a share of the property tax collected by the County because it did not exist when Proposition 13 was passed and the property tax allocation rates were set. In 2001, the District proposed a Special Emergency Response Services Tax on fee simple interests in real property within the District. This tax was voted on and approved by the District's voters. This ballot measure also provided for the County to charge "reasonable costs incurred for such service before remitting the balance of that the tax proceeds to the District. At that time the fee for all special assessments was \$5.00 per parcel and it has remained that amount since then and until recently, it has not been challenged.

Summary of proposed charges:

- \$1.50 per parcel or 3% of the total original charge, whichever is less.

Example: 2590 parcels x 1.50 = \$3,885 or
 84,384.50 (original roll amount) x 3% = \$2,531.53

Currently all special districts collecting special assessments on the tax roll pay \$5.00 per parcel which covers the costs incurred by the Assessor, Treasurer-Tax Collector and Auditor-Controller to process the fees, add them to the tax bills, collect and distribute the proceeds to each special district. (For SIFPD, 2590 parcels x 5.00 = \$12,950)

- The District will be subject to a \$25 per parcel charge for any correction. However, if the correction is the result of an error by the County, there will be NO charge. (This will benefit the districts that put a lot of time into preparing their roll).
- The District will also be charged the \$25 correction fee for any special assessments placed on government owned parcels. Government owned property is tax exempt and cannot be charged via a tax bill. However, districts may choose to bill government agencies directly.

County of Inyo

Fire Districts Property Tax/ Special Assessment Revenue and Fees

	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
Southern Inyo Fire Parcel Tax	85,749	85,157	81,447	82,617	82,787
Special Assessment Fee	13,000	12,965	12,900	14,805	12,990
Big Pine Fire 1% Advalarm Tax	194,562	177,976	208,026	194,659	190,524
Property Tax Adminstrative Fee	5,265	4,149	5,232	5,967	5,824
Bishop Fire 1% Advalarm Tax	261,496	235,409	272,223	258,317	256,437
Property Tax Adminstrative Fee	7,083	5,487	6,848	7,829	7,870
Independence Fire 1% Advarlarm Ta	133,943	130,681	152,235	137,472	129,027
Property Tax Adminstrative Fee	3,623	3,054	3,832	4,386	3,958
Lone Pine Fire 1% Advarlarm Tax	155,894	140,340	165,323	158,448	156,233
Property Tax Adminstrative Fee	4,220	3,266	4,157	4,726	4,760

Notes:

The amounts reported for each years taxes revenue do not include the fee, which is taken out |

SIFD is the only fire district that recieves special assessments.

FY 12-13

97,335

12,950

200,674

5,967

268,720

7,829

138,619

4,386

166,798

4,726

prior to distribution.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

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

FOR THE BOARD MEETING OF: **May 14, 2013**

SUBJECT: 2012 Annual Crop and Livestock Report

DEPARTMENTAL RECOMMENDATION:

Presentation of the 2012 Annual Crop and Livestock Report

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

General review of the 2011 Annual Crop and Livestock Report, which is submitted in accordance with Section 2279 of the California Food and Agriculture Code. Agriculture continues to be a solid industry that is an integral part of Inyo and Mono Counties' economy.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

APPROVALS

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

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

Date: 4-24-13



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: George L. Milovich, Agricultural Commissioner

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Amendment of Board Approved FY 2012/2013 Budget and Transfer of Funds

DEPARTMENTAL RECOMMENDATION:

Request Board amend the FY 2012/2013 Agricultural Commissioner budget (023300) as follows: (A) Increase estimated revenue in Unrefunded Gas Tax (Object Code 4463) by \$117,371 and, (B) Increase appropriation in Operating Transfers Out (Object Code 5801) by \$58,685.50 and, Increase appropriation in Other Agency Contribution (Object Code 5539) by \$58,685.50 and, (C) Increase estimated revenue in Agricultural Commissioner Building Trust (Budget 503302) Operating Transfers In (Object Code 4998) by \$58,685.50.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

FY 2012/2013 Board Approved Budget was submitted with \$65,000 anticipated revenue for the Agriculture Department's portion of the Unrefunded Gas Tax. The unanticipated increase was brought about due to continual restructuring of the formula for Unrefunded Gas Tax by California Department of Food and Agriculture and California Department of Transportation. We are requesting that these funds be deposited into the Agricultural Commissioner Building Trust, as has been done in previous years when other unanticipated revenue has been received.

ALTERNATIVES:

Your Board could choose not to utilize these funds, however this is not recommended. If this Department does not expend these funds, this will affect the Unrefunded Gas Tax portion that is received by this Department in FY 2013/2014 negatively by approximately the same dollar amount.

OTHER AGENCY INVOLVEMENT:

The County of Mono, which pays 50% of this Department's net cost, has received duplicate unanticipated revenue on behalf of this Department; \$58,685.50 of which we received on their behalf. We will be sending Mono Counties portion back to them and ask that it be placed into the Building Trust, which has been done in the past.

FINANCING:

A total of 177,785 has been received in unfunded gas tax this year, which includes a portion of Mono County's gas tax in the amount of \$58,685.50 Budget Unit 023300, object code 4463.

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>VMS</u> Date <u>4/23/13</u>
PERSONNEL DIRECTOR: BUDGET	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>04-29-2013</u>

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



Date: 4-24-13



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: Sheriff William Lutze

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Amend budget and approve payment to Sun Ridge Systems, Inc.

DEPARTMENTAL RECOMMENDATION: Request that the Board:

- A) Request Board amend the FY 2012-2013 Jail-CAD RMS Project(Budget# 022950) as follows: increase estimated revenue in Operating Transfers In (4498) by \$12,231 and increase appropriation in Other Professional Services (5265) by \$12,231(4/5 vote required); and
- B) Declare Sun Ridge Systems Inc. as sole source, and
- C) Ratify and approve the purchase order and payment to Sun Ridge Systems, Inc. in the amount of \$12,230.84 for RIMS/JLAN Link software (\$11,310) & annual support services (\$920.84) from December 15,2012 through June 30, 2013.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On November 30, 2010, your Board approved Phase II of the Sheriff/RIMS upgrade project. This phase was the final link in data storage, backup and opened the gateway for information sharing with state and local agencies. The firewall provided the requisite network security and met specific California State DOJ requirements for the link (State Switch) to create an interface with the Superior Court Warrant System and the state DOJ/NCIC criminal history and warrant systems.

Everything is now in place and Sun Ridge Systems has now billed us for the software and annual support for the RIMS/JLAN portion. Sun Ridge is the sole provider as it is their system.

The courts will be providing the Operating Transfers In through the Warrant Automation Trust #502202.

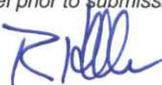
ALTERNATIVES: Not approve the budget amendment and payment. This is not recommended as this would prevent the link up between DOJ & RIMS.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditors
Purchasing

FINANCING: Funding is reimbursed by the Courts Warrant Automation Trust#502202.

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></u> Date <u>4-22-13</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>4/24/13</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: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

 Date: 04/24/13

CAO/Budget Officer

BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board clerk)

 Approved: _____ Date: 05-09-2013



Sun Ridge Systems, Inc.
www.SunRidgeSystems.com

PO Box 5071
El Dorado Hills, CA 95762
530-676-7128

COPY

Invoice

Date	Invoice #
3/7/2013	3034

Bill To
Inyo County Sheriff Attn: Lauri Harner PO Drawer S Independence, CA 93526

Ship To

P.O. Number	Terms
	Due on receipt

Quantity	Item Code	Description	Price Each	Amount
	Additional Program Warranty and Sup...	RIMS JALAN Link Software Annual Support Services	11,310.00 920.84	11,310.00 920.84
		Support Dates: December 15, 2012 - June 30, 2013 Sales Tax	8.00%	0.00

Please remit to the above address
For Questions please e-mail cubs@sunridgesystems.com

Total \$12,230.84

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

**Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service.**

RIMS JALAN link software(\$11,310.00) & support(\$920.84 for 12/15/2012-6/30/2013) for RIMS. Total Cost \$12,230.84. The support for this link will be added to our annual support costs which we will get in July, for the next fiscal year.

DEPARTMENT CONTACT PERSON & TITLE
Lt. Randy Geiger

DEPARTMENT NAME
Sheriff

PHONE
Ext. 0325

REQUESTED SUPPLIER/CONSULTANT NAME

SUPPLIER CONTACT PERSON

Sun Ridge Systems, Inc. (PEID T021067)

Carol Jackson

SUPPLIER ADDRESS

SUPPLIER CONTACT'S PHONE NUMBER

P.O. Box 5071
El Dorado Hills, CA 95762

530.676.7128

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.


Signature of Requestor

4/17/13
Date

President/CEO Approval

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

14

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: May 14, 2013

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

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of one Full time Registered Nurse (RN) or Public Health Nurse (PHN) exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one full time RN at Range 78 (\$4,997 - \$6,074) or one full time PHN Range 80 (\$5,238 - \$6,371), and authorize to hire at the E step depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In April 2013, a second longtime nurse of Health & Human Services/ Public Health submitted her retirement notification to the department. Her stated last day of employment will be May 31, 2013.

This position is an essential nurse position that functions as one of the primary nurses providing clinical nurse services throughout the county with a primary focus in Bishop where the majority of the services are needed. The nurse duties include utilizing policies, procedures and protocols in the clinic environment to interview and counsel clients, perform diagnostic tests, provide prescribed treatment, administer childhood and travel immunizations, record data and make necessary community referrals. Instrumental to public health, the nurse assists with the identification and treatment of communicable disease, and provides epidemiologic follow-up to prevent infectious disease transmission. In addition, provides medical case management through the California Children Services (CCS) Program to assure that appropriate medical care is available for the child with serious and complicated health problems and disabilities and occasionally rotates into the jail facility to provide nursing assessments and interviewing of inmates in the absence of the jail nurse and juvenile facility nurse.

The Public Health Division recently recruited for a vacancy in March when another longtime nurse retired. The recruitment response resulted in the establishment of a list of eligible nurse (RN and PHN) candidates for this new upcoming vacancy. As with the previous recruitment, the RN is a minimum requirement while a PHN, being a RN with a certificate in public health, indicates additional education in the area that the nurse would be working. PHNs are in short supply in Inyo County and though someone with the additional education would be preferred, an RN with a background in community nursing or experience in children's health and/or women's health and institutional medicine would be a very acceptable candidate. This criteria remains a standard in the consideration of the hiring for this position.

ALTERNATIVES:

The Board could choose to not approve the recruitment and hiring of a full time Registered Nurse or Public Health Nurse however any vacancy leaves the Public Health Division unable to continue to deliver care at our

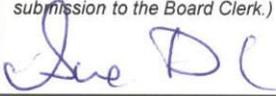
current level to juveniles in the facility, clients within our clinics and our county residents.

OTHER AGENCY INVOLVEMENT:

Inyo County Jail and Juvenile Center, Behavioral Health, contracted health care providers, Department of Health Services, CCS

FINANCING:

State, Federal, and Health Realignment funding. This position would be budgeted 60% Health (045100), 25% CCS Admin (045501) and 15% CCS Treatment (045500) in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>YBS</u> Date: <u>5/1/13</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>J</u> Date: <u>4/30/13</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner by J. Smith

Date: 5-2-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: HEALTH & HUMAN SERVICES – Employment and Eligibility

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Request to hire a full time Integrated Case Worker I or II in the HHS Social Services Eligibility and Employment division.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- 2) 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 the position cannot be filled from an existing eligibility list; and
- 3) approve the hiring of one Integrated Case Worker I (Range 60, \$3,271 - \$3,973), or Integrated Case Worker II (Range 64, \$3,590 - \$4,363), dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill an Integrated Case Worker (ICW) position in the Employment and Eligibility Division due to the recent resignation of an employee. ICW staff determines clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, CalWORKs and Workforce Investment Act (WIA) programs. The many and varied duties of ICW staff also include: operating the life skills and job skills classes, writing employment plans, working with employers on job development and work experience slots throughout the County from Bishop to Tecopa, conducting home visits, connecting and linking clients with educational opportunities, contacting clients who are non-compliant with program requirements to try and identify and eliminate barriers, as well as processing applications and establishing and maintaining highly technical eligibility case records.

Filling this position will help the Department continue to deliver timely and accurate services and benefits to our clients, and will place us in a position to pass County and program specific audits. We have continued to maintain one vacant ICW position for salary savings.

ALTERNATIVES:

We could leave the position vacant, which would result in overtime requirements for current ICWs and the possibility of increased error rates and audit exceptions.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (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>WPS 5/1/13</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>J 4/30/13</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner by AS Date: 5-2-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18

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

FROM: County Counsel/Planning Department

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECTS: Contract with Liebersbach, Mohun, Carney & Reed for the provision of legal services and Amendment No. Three to contract between the County of Inyo and C.G. Roxane LLC, for the provision of environmental review and processing services, for the Environmental Impact Report for the Crystal Geysers Roxane Cabin Bar Ranch Water Bottling Plant project

DEPARTMENTAL RECOMMENDATION: Request that the Board approve the following contracts in connection with the County's defense in the matter *Owens Valley Committee v. County of Inyo*, Inyo County Superior Court Case No. SICVPT 13-54991:

(1) the Contract with Liebersbach, Mohun, Carney & Reed in an amount not to exceed \$50,000.00 for the provision of legal services and authorize the Board Chair to sign, conditioned upon adoption of future budgets; and

(2) Amendment No. Three to the Contract between the County and C.G. Roxane LLC to increase the contract limit by \$60,000.00 to a total of \$568,507 and amend the scope of work to provide for the reimbursement of all costs, including costs for outside attorney's fees and costs, incurred by the County in connection with *Owens Valley Committee v. County of Inyo*, and authorize the Board Chair to sign upon receipt of appropriate signatures.

SUMMARY DISCUSSION: On February 22, 2011, the Board entered into a contract with CG Roxane LLC to produce an Environmental Impact Report (EIR) for the Crystal Geysers Roxane Cabin Bar Ranch Water Bottling Plant project.¹ On February 7, 2012 and January 15, 2013, the contract was amended to increase the contract limit and augment the scope of work. The Board approved the project and certified the EIR on February 19, 2013. Subsequently, the Owens Valley Committee, in the matter *Owens Valley Committee v. County of Inyo*, Inyo County Superior Court Case No. SICVPT 13-5499, filed a Petition for Writ of Mandate alleging deficiencies in the EIR. On April 2, 2013, the Board authorized County Counsel to defend the County in the litigation. Under the terms of the contract with CG Roxane, LLC, the contractor is required to reimburse the County for any and all costs incurred in connection with any challenge, including the filing of a legal action, to the actions by this Board. As such, CG Roxane, LLC, is required to reimburse the County for the costs associated with the defense of the petition filed by the Owens Valley Committee.

County Counsel believes it is in the best interest of the County to retain outside counsel to represent the County in the pending matter. CG Roxane, LLC has requested that the County retain the firm of Liebersbach, Mohun, Carney & Reed. Because CG Roxane, LLC, as the project applicant, is the "Real Party in Interest" and responsible for all litigation related expenses, the Office of County Counsel solicited its recommendation for outside counsel. County Counsel is familiar with the Liebersbach firm, as it has represented the County in prior litigation involving the California Environmental Quality Act, and recommends approval of the contract retaining this firm in the pending matter.

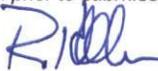
¹ Refer to <http://inyoplanning.org/projects.htm> for more information regarding the project.

In order to proceed, it is also necessary to amend the contract with CG Roxane, LLC to provide for funds for the litigation and amend the scope of work to specifically address its requirement to pay all costs and fees incurred in the pending litigation.

ALTERNATIVES: The Board could choose not to approve the contract or the proposed amendment. This is not recommended, as it is necessary to defend the County in the litigation.

OTHER AGENCY INVOLVEMENT: None directly.

FINANCING: Reimbursement for the costs of the Crystal Geyser Cabin Bar Ranch Water Bottling Plant EIR will continue to be provided by deposits from C.G. Roxane, LLC, which are held in trust (C.G. Cabin Bar, 503811). Revenues and expenditures for Amendment No. Three anticipated in FY 2012-13 can be accommodated in the FY 2012-13 Planning Department Budget (023800) in Object Code Professional and Special Services (5265) and Revenue Code Services & Fees (4819). Staff plans to include revenues and expenditures in the recommended FY 2013-14 Budget for this work.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>5-8-13</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>5/9/13</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: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 5-8-13
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 5-9-13
(Not to be signed until all approvals are received)

Attachments:

1. Contract with Liebersbach, Mohun, Carney & Reed.
2. Contract Amendment No. Three with C.G. Roxane LLC, with copy of current Contract with C.G. Roxane LLC.

**AGREEMENT BETWEEN COUNTY OF INYO
AND LIEBERSBACH, MOHUN, CARNEY & REED
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Legal services of LIEBERSBACH, MOHUN, CARNEY & REED, A Professional Corporation, of Mammoth Lakes, 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 RANDY KELLER, whose title is: COUNTY COUNSEL. 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 MAY 14, 2013 to Completion of lawsuit 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to RANDY KELLER, whose title is: County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are

necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for 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.

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Fifty Thousand Dollars (\$50,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit. This limit is through trial only. Post trial and appeal will be negotiated separately.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing 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 hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. 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.

G. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. 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.

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.

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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), 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.

Contractor 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 and the results of that work by the Contractor, his agents, representatives or employees.

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

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

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

1. General Liability (including operations, products and completed operations as applicable): \$ N/A per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$ 300,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$ 500,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$ 500,000 per occurrence.

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

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

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Contractor or liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.

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

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:

County Counsel Department
Post Office Box M Street
Independence, CA 93526 City and State

CONTRACTOR:

Liebersbach, Mohun, Carney & Reed Name
Post Office Box 3337 Street
Mammoth Lakes, CA 93546-3337 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 LIEBERSBACH, MOHUN, CARNEY & REED
FOR THE PROVISION OF LEGAL SERVICES**

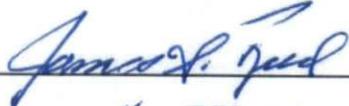
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

LIEBERSBACH, MOHUN, CARNEY & REED

By: _____

By: 

Dated: _____

Dated: 4-25-13

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

iC:Contracts/MiscAgreements/Liebersbach02.123

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND LIEBERSBACH, MOHUN, CARNEY & REED
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: MAY 14, 2013 TO: Completion of lawsuit

SCOPE OF WORK:

1. Contractor shall serve as Legal Counsel for the County of Inyo under the direction and guidance of the County Counsel. In such capacity Contractor shall represent and advise the County of Inyo and its Board of Supervisors, in litigation against Inyo County and the Inyo County Board of Supervisors, brought by *Owens Valley Committee v. County of Inyo* in Inyo County Superior Court Case No. SICVPT13-54991.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND LIEBERSBACH, MOHUN, CARNEY & REED
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: MAY 14, 2013 TO: Completion of lawsuit

SCHEDULE OF FEES:

1. **COMPENSATION:**

County will pay Liebersbach, Mohun, Carney & Reed for legal services at an hourly rate of \$375.00. This fee shall be paid in accordance with the provisions of Section 3, paragraph F.

2. **INCIDENTAL EXPENSES:**

<u>Types of Expenses</u>	<u>Maximum Cost:</u>
Postage	Actual costs
Federal Express/UPS	Actual costs
Express Mail	Actual costs
Long Distance Calls	Actual costs
Photocopying (not attorney service)	Not to exceed \$.10 per page
Computer Assisted Research	Actual costs
Service of Documents/Pleadings (attorney service)	Actual costs
Document Production (attorney service)	Actual costs
Filing fees	Actual costs
Jury fees	Actual costs
Court Reporter/Transcripts	Actual costs
Experts	Rate approved by County Counsel
Witness fees	Actual costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND LIEBERSBACH, MOHUN, CARNEY & REED
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: MAY 14, 2013 TO: Completion of lawsuit

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

County shall reimburse Contractor for travel and per diem which Contractor incurs in providing legal services to the County under this Agreement, in the amounts and to the extent set forth below:

1. Travel and Per diem will be reimbursed at the same rate as a permanent status County employee.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND LIEBERSBACH, MOHUN, CARNEY & REED
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: MAY 14, 2013 TO: Completion of lawsuit

FORM W-9

Request for Taxpayer
Identification Number and Certification
(See attached)

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
C.G. ROXANE LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
AND PROCESSING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and C.G. Roxane LLC (hereinafter referred to as Applicant) have entered into an Agreement for the provision of professional services dated February 22, 2011 on County of Inyo Standard Contract No. 165 for the term commencing March 1, 2011 and terminating as specified in Section 2 (Term) of the Agreement.

WHEREAS, the County and Applicant amended said Agreement on February 7, 2012, including to increase the deposit/payment to the County and augment the scope of work.

WHEREAS, the County and Applicant amended said Agreement on January 15, 2013, including to increase the deposit/payment to the County and augment the scope of work.

WHEREAS, County and Applicant do desire to consent to further 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 Applicant hereby amend such Agreement, Amendment Two, as follows:

Amend Section 3D (Limit Upon Amount Payable Under Agreement) to increase the deposit and total sum of the estimated cost of services and work to be performed under the Agreement by \$60,000 to \$568,507.

Amend Attachment A (Schedule/Budget/Work Plan) to include the additional services necessary to provide for the reimbursement of all costs, including costs for outside attorney's fees and costs, incurred by the County in connection with *Owens Valley Committee v. County of Inyo*.

**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
C.G. ROXANE LLC
FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING
SERVICES**

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

COUNTY

APPLICANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Identify priorities for any Eastside Symposium and/or Science Synthesis Addendum and provide direction regarding the upcoming Sierra Cascades Dialog.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating its Forest Plan.¹ Relevant to the effort were the Science Synthesis and the Bioregional Assessment; these documents were presented at the January session of the Sierra Cascades Dialog, which is a periodically scheduled meeting of National Forest issues in California. Prepared by the Pacific Southwest Research Station, the Science Synthesis summarizes scholarly articles regarding a variety of topics relevant to the Sierra Nevada, including ecology, genetics, fire, soils, hydrology, wildlife, air quality, sociology, cultural resources, and economics. The Bioregional Assessment is a collaborative effort focusing on similar topics but including more than scholarly peer-reviewed articles. The Bioregional Assessment's collaborative approach is being utilized to develop the Assessment for the Inyo National Forest's Plan Update/Revision.

It has been observed that both efforts focus on the Sierra's west side, and that it would be beneficial to collect scientific information more relevant for the Inyo National Forest on the east side of the Sierra crest. Based on this, Forest Service and County representatives have discussed the possibility of conducting an "East Side Symposium" to gather scientific information more relevant locally. In the debriefing after the January Dialog, the Board directed staff to develop goals for any Symposium. More recently, Forest Service staff reports that an Addendum to the Science Synthesis is being planned, and that a Science Symposium may be included in the process. Attached are preliminary draft concepts for the Addendum.

Regardless of whether an Addendum, Symposium, or both are selected, the following draft goals are presented for discussion.

1. Gather key scientific data relevant to the Inyo National Forest that are not presented in the Science Synthesis.
2. Focus on species of concern relevant to the Inyo National Forest, the society and culture of the east side, and the unique hydrology of the Basin and Range, particularly the Owens Valley.
3. Provide for input from the Eastern Sierra regarding the information gathered, potentially in a Symposium format, including direct interaction between local interests and the experts.

Staff requests that the Board review the draft goals and provide input. Any direction for the topics to be considered in an Addendum and/or Symposium or other reaction to the preliminary draft concepts for are requested as well.

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

Next Sierra Cascades Dialog

The next Sierra Cascades Dialog session is scheduled for May 30 in Sacramento. Staff requests that the Board discuss possible attendance and provide direction.

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 <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: 5/8/13

Attachment: Preliminary Draft Concepts for Addendum

Preliminary Draft Concepts for Addendum

Scale of Great Basin (GB) Science Synthesis Addendum

- Use ecological sections for project boundary and when distinguishing geographic areas/clines
- Focus addendum on the western edge of GB, transition to Sierra Nevada (SN). Include N portion of GB in Northern California and Oregon
- Concern with limited info in that area – Is research conducted elsewhere in GB relevant?
 - Expectation is that authors will use best available information, including applicable data from outside the study area

Topics to be Considered in GB Addendum (listed in order of priority)

1. Sagebrush / Pinyon-Juniper

- a. Synthesize techniques that managers can use to address pinyon encroachment into sagebrush
 - i. Round up of literature on most effective and efficient treatment (e.g., fire, mechanical) in different phases of encroachment (phase 1 vs. 2)
 - ii. Issues/conditions to consider in prioritizing treatments
 1. Where is management action appropriate and where is action not expected to be effective due to climate, invasives, etc.
 2. USGS? Nature Conservancy?
 - iii. Treatment options when invasive annuals are present – risk factors, effectiveness
 - iv. Relationship between PJ encroachment/removal and flow in area springs – not sure if / how much information is available; synthesize available information
 - v. Expected consequences (esp. to species, other socioecological elements?) if management isn't effective at mitigating PJ encroachment and / or we aren't able to treat at needed scales
- b. Fire and PJ – role of fire in changing conditions in PJ systems (persistent woodlands vs. wooded shrublands vs. savannas), plus role of fire in management of PJ systems
- c. Fire and sagebrush – summarize management techniques related to seasonality, size, and pattern to minimize invasive annuals and maximize plant/animal/ecosystem benefit
- d. Define "resilience" for this system

Note: Sagebrush taxonomy – need to identify sagebrush spp and subspecies whenever possible (spp affects management – don't lump all spp together)

2. Invasive annuals

- a. Invasive annual grasses – synthesis of preventative and treatment methods (including black fingers of death, etc.)
 - i. Issues/conditions to consider in prioritizing treatments
- b. Expected consequences if management isn't effective at controlling/eradicating invasive species and/or we aren't able to treat at needed scales

3. Great Basin meadow systems

- a. Gully erosion, aggradation processes in GB meadows as compared to SN systems – Where do meadows on the Kern fit? Similarities between other meadows systems on Plumas, etc.
- b. Appropriate management strategies for GB meadow systems (grazing, stream restoration, etc.)
- c. Define "resilience" for GB meadows

4. Grazing

- a. Compilation of management actions and strategies to reduce negative effects of grazing on ecosystems (ie. fencing, stream restoration, reduced utilization, rotation, streambank trampling standards) – what's effective in GB systems?
 - i. Effects of heavy grazing/no grazing well understood – what about the effectiveness of different grazing levels, management strategies?
 - ii. Any research on streambank trampling standard that is actually effective at preventing streambank erosion?
 - iii. FS relies heavily on utilization data and utilization standards when determining when to make changes in grazing practices. What does the literature say about this for the GB? Intensity and timing of grazing may be more important than utilization. Ie – could it be grazed to higher utilization if the season is short?
- b. Post-fire grazing management strategies, interactions between grazing and fire, for uplands in particular
 - i. How should post-fire grazing be managed? Different between cattle and sheep? Different based on presence or absence of invasives or type of vegetation at site?
- c. Influence of grazing on:
 - i. Sage grouse (low priority; literature is old)

- ii. GB fish & role of grazing in maintaining fish habitat (not golden trout)
- d. Ecosystem alteration – the ecosystem processes we are most interested in are:
 - i. Streambank condition/trampling/alteration
 - ii. Effects on invasive species
 - iii. Water quality (fecal coliform)
 - iv. Different effects of sheep vs. cattle

i. Suggested authors: Ken Tate, Jeanie Chambers

5. Wildlife

- a. Synthesize risks to sage-grouse habitat and the management implications of invasive weeds, wildfire, etc. for both the Bi-State DPS and the greater western sage-grouse populations. The synthesis should keep these species separate when appropriate, due to the differences in risks and management within these respective areas.
- b. Northern goshawk - A synthesis of management impacts, populations, nesting habitat, etc. for GB and SN systems.

6. Climate change

- a. Summarize climate change related to GB hydrology, precipitation, flooding
- b. Synthesize available, unpublished FS climate data (e.g., Linda Heath – IMRS, MC1 model for CA outside of SN region)
- c. Possible resources: UNR (Weisberg) & Desert Research Institute

7. Desert shrublands

- a. How will migration/expansion of desert shrubland into sagebrush affect management (fire regime, grazing potential, invasive annual grasses, etc.)?
- b. Define “resilience” for the systems considered in this section

8. Macroinvertebrates

- a. Synthesis of available information on macroinvertebrates related to GB systems, processes, and management actions including roads, grazing, campgrounds, etc. (e.g., Dave Herbst, Saunders (S. Idaho U))

9. Species migration (due to climate)

- a. Addressed for west side in Science Synthesis Report, but may want to consider for GB systems. Do the same factors trigger species movement?



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF May 14, 2013

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



**AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO**

For Clerk's Use
Only:
AGENDA NUMBER

21

- Consent Departmental Correspondence Action Public Hearing
- Scheduled Time for 10:45AM – 11:15AM Closed Session Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **May 14, 2013**

SUBJECT: Workshop – Eastern Sierra Connect Regional Broadband Consortium (ESCRB)

DEPARTMENTAL RECOMMENDATION:

Request your Board receive a workshop regarding the Eastern Sierra Connect Regional Broadband Consortium (ESCRB).

SUMMARY DISCUSSION:

This workshop will cover an introduction to the Eastern Sierra Connect Regional Broadband Consortium (ESCRBC), including existing work, and current capacity for engaging local agencies & providers on developing Last Mile projects, facilitating adoption among residential & business consumers, and helping with outreach and education relative to broadband. Additionally, the workshop will include a discussion about the importance of developing and adopting policy at the local level to facilitate future telecommunications infrastructure while protecting County resources, and maintaining priorities and objectives.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

Nate Greenberg, GIS Coordinator and Digital 395 Project Manager for the County of Mono, and Chairperson for ESCRB will conduct the workshop.

FINANCING:

No financing considerations are necessary relative to this request.

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

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

[Handwritten Signature]

Date: 5/9/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: County Administrator

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Proposed Alabama Hills National Scenic Area

DEPARTMENTAL RECOMMENDATION:

Request your Board 1) receive presentation updating the status efforts by the Alabama Hills Stewardship Group to obtain Federal National Scenic Area designation for the Alabama Hills, and 2) provide direction regarding the development of follow-up correspondence reaffirming the County of Inyo's support for the proposed designation.

SUMMARY DISCUSSION:

On November 9 and December 14, 2010, the Inyo County Board of Board of Supervisors approved a letter to Senator Feinstein supporting legislation to designate the Alabama Hills a National Scenic Area, as part of the National Landscape Conservation System, by a vote of four (4) to one (1) (Attachment A). The Board's vote followed presentations by the Alabama Hills Stewardship Group regarding its work with multiple stakeholders to identify the most appropriate designation within the National Landscape Conservation System to preserve the scenic, cultural, recreational, geological, educational, biological and scientific values found in the Alabama Hills. A copy of the Alabama Hills Stewardship Group's proposal to Senator Feinstein is provided as Attachment B. The Board also considered a variety of public comments and input from the County's Natural Recourses Advisory Committee.

Senator Feinstein's office developed a draft bill, which was never introduced, to create the Alabama Hills National Scenic Area (Attachment C). During this year's National Association of Counties Legislative Conference (NACo), the County's delegation (Supervisors Arcularius and Pucci, accompanied by the County Administrator) met with staff for Senator Feinstein. One of the topics raised by the Senator's staff was the County's support for the Alabama Hills designation, and whether the Board of Supervisor's still supported designation. When the County's delegation referred to the Board's 2010 action indicating the County's support, it was suggested that a follow-up letter might be beneficial. In a recent Los Angeles Times article, the Senator's position that she will only consider legislation if it has local (e.g., Board of Supervisors) support was reiterated. The quote offered to the Times was:

"I would be happy to consider legislation to designate the area as a National Scenic Area, as the Committee has suggested, but I would first need to hear that this proposal has the support of local elected officials, especially the Inyo County Board of Supervisors."

Since the Board's action in 2010, in addition to the preparation of draft legislation, there have been several developments related to the proposed National Scenic Area designation that Kevin Mazzu and other representatives from the Alabama Hills Stewardship Group will update your Board about today. Many of these

developments are outlined and documented in the background materials provided in advance by the Alabama Hills Stewardship Group, and included with this Agenda Request Form. These developments also include the Stewardship Group providing feedback to the Senator's staff regarding the draft bill, including: reiterating the importance of coordination by the Bureau of Land Management (BLM) with the County; including 'historic' in the purpose statement in recognition of the area's pre-European settlement mining, native peoples, and film history; emphasizing access to private property; proactively addressing grazing allotments; strengthening the cooperative relationship with the Lone Pine Paiute Shoshone Tribe.

With Board direction, after today's presentation, staff will prepare a follow-up letter to Senator Feinstein reaffirming the County's support for the Alabama Hills designation. One of the issues your Board may want to consider and discuss with the Stewardship Group, is the proposed purpose of the legislation, which is described in the last draft of the bill (Attachment C) as:

The purpose of the National Scenic Area is to conserve, protect, and enhance for the benefit and enjoyment of present and futures generations the nationally significant scenic, cultural, recreational, geological, educational, biological, [historical], and scientific resources of the National Scenic Area.

Should the Alabama Hills be designated as a National Scenic Area, the details of how the Alabama Hills will actually be managed – what's allowed and what's not – will be determined and detailed during the ensuing development of a Management Plan by the BLM. During a workshop held at this year's NACo Legislative conference on the National Landscape Conservation System, BLM representatives stressed that if disagreement arises between the understood intent of a designation within the National Landscape Conservation System and the subsequent Management Plan preparation process, the issue would defer to "object and value" for which the area was designated. In the example provided during the workshop, multiple uses could be allowed, and would not be inconsistent with the conservation management focus of Management Plan for designations within the National Landscape Conservation System, so long as the multiple uses did not affect the object and value for which the area was designated. Therefore, your Board and the Stewardship Group should carefully review and consider the proposed purpose of the designation, and may want to consider emphasizing that the purpose specifically include concepts like, but not limited to "multiple use," "continued viability for commercial filming," and "motorized vehicles use."

ALTERNATIVES:

Your Board could choose to not provide direction to staff to prepare a letter reaffirming and updating the County's support for the Alabama Hills designation.

OTHER AGENCY INVOLVEMENT:

Designations within the National Landscape Conservation System are made through acts of Congress. If National Scenic Area designation conferred to the Alabama Hills, the designation will implemented through the development of more detailed Management Plan by the Bureau of Land Management.

FINANCING:

N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



Date: 05-09-2013

ATTACHMENT A



BOARD OF SUPERVISORS
COUNTY OF INYO

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

MEMBERS OF THE BOARD
LINDA ARCULARIUS
SUSAN CASH
BEVERLY BROWN
MARTY FORTNEY
RICHARD CERVANTES

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

December 14, 2010

The Honorable Dianne Feinstein
United States Senate
Hart Building #331
Washington, DC 20515

SUBJECT: Proposed Alabama Hills Scenic Area

Dear Senator Feinstein:

On behalf of the Inyo County Board of Supervisors, I would like to express to you our support of the efforts of the Alabama Hills Stewardship Group in its planning process for the Alabama Hills. Through the Group's extensive work over the last several years, proposed legislation has been drafted to designate portions of the Alabama Hills as a National Scenic Area. We understand that you may be considering sponsoring the proposed legislation, and have been asked to communicate this Board's endorsement of the proposal.

The Board's support is strictly for the legislation as currently proposed (see attached), and specifically conditioned on (a) the language reaffirming the requirements of the Federal Land Policy and Management Act with respect to federal coordination with the County remaining part of any subsequent bill, and (b) the legislation remaining "stand alone" and not being incorporated into an omnibus bill. Coordination with local government during the development of the management plan is vital to the success and legitimacy of federal land management actions affecting local populations, and must be undertaken in addition to local public outreach, which is also an important component for a successful plan.

As you might imagine, the Board of Supervisors' (4 to 1) decision to support proposed legislation seeking to designate portions of the Alabama Hills as a National Scenic Area does not come without concerns and reservations. In deciding to support the proposed legislation, the Board is specifically recognizing the tremendous community-based process the Alabama Hills Stewardship Group has employed in advancing its proposal. As previously shared with you, Resolution 2002-34 of the Inyo County Board of Supervisors, in part, identifies concerns and issues to be addressed relative to the Board's consideration of any expansion of the Wilderness System in Inyo County. The first consideration of Resolution 2002-34 is:

Provide opportunities to obtain local consensus and support for any changes to public land designations in Inyo County and address the concerns of residents and public lands users.

The Alabama Hills Stewardship Group has certainly accomplished this objective, and its extensive efforts to include the many voices and viewpoints in the County as part of its planning process for the proposed designation are commendable and worthy of emulation in any future federal land use planning efforts in our area. Although not all of the groups or individuals consulted support this current proposal, we feel that their viewpoints have been heard and their concerns largely incorporated into the draft legislation.

Although the legislative proposal is to create, in Inyo County, a National Scenic Area as opposed to additional Wilderness, the Board believes that many of the tenets of Resolution 2002-34 remain applicable. These include:

Ensure through prior economic analysis, that Inyo County's communities and businesses will not be adversely impacted by changes to public land use designations; and,

Protect existing recreation, grazing, packing, mining, research, archaeological and cultural uses on federal lands, including access; and,

Protect private property rights; including vested water rights, and access to private land in-holdings and other lands that may be affected by adjoining federal land acquisitions.

As recently as today, the Board of Supervisors has heard from an owner of an in-holding in the Alabama Hills expressing concerns regarding long-term access to his property. We believe that it is imperative that private in-holders be allowed access to existing roads, free of charge, rather than go through a periodic renewal of permits for a fee which can impact their ability to obtain financing for their property. The proposed legislation seems an ideal opportunity to address this issue.

While the Alabama Hills Stewardship Group has strived to protect private property rights, recreation, grazing, research, archaeological, and cultural uses on federal land in developing its proposal, the proposed designation prohibits mining within its boundaries. It is the established position of the Board of Supervisors that further restrictions on important mineral resources in Inyo County need to be evaluated in terms of the availability of such resources for vital industries, as well as the impacts to the local economy. Mineral extraction provides good high paying jobs for local people to balance the shift to lower-paying service sector jobs in the tourist industry. The ever-greater restrictions being imposed on mineral extraction in Inyo County have significant environmental and socioeconomic impacts that must be comprehensively evaluated.

We have been told that economic and mineral analyses may be requested of, and conducted by federal agencies as part of the legislative process, and hope that vigorous studies of the potential impacts the proposed National Scenic Area designation may have on the County's economy, and Nation's mineral resources, be conducted and considered as early as possible in the consideration of any resulting bill. It is this Board's lament, and one we ask for your assistance in somehow addressing, that such studies cannot be easily commissioned and carried-out by federal land use agencies prior to the development of proposed federal land use legislation.

Senator Dianne Feinstein

December 14, 2010

Page THREE

Finally, although not Wilderness, the designation of 18,911-acres of the Alabama Hills as a National Scenic Area will ultimately place yet another federal land use designation on public lands in Inyo County. With over 65% of the publicly-owned federal land in Inyo County already designated as Wilderness, it is imperative to the economic stability of our County that the remaining publicly-owned lands within Inyo County remain available for productive use.

We ask for your consideration in mitigating the effects of restrictions on mineral resource extraction by encouraging renewable energy development in Inyo County. This could be accomplished by establishing renewable energy zones in the County, in which federally-managed land leases and trades would be facilitated, the permit process for energy generation and transmission facilities streamlined, and development of renewable energy facilities and related transmission incentivized. However, we believe it would be more time efficient, further the objective for national energy independence, and certainly be contextually appropriate to simply transfer ownership of certain public lands from federal oversight to Inyo County. Toward this end, as part of this or other legislation, we ask that you consider the transfer of 18,911-acres of federally managed land in Inyo County to the County of Inyo for the purpose of facilitating renewable energy development and transmission.

Thank you for your consideration. We request that through the legislative process you work to maintain the draft legislation's intent, especially in regards to maintaining access to the Alabama Hills and coordinating development of the management plan with Inyo County. In addition, regardless of any position you may take on the proposed legislation, the Board of Supervisors respectfully requests the opportunity to hear your thoughts, either via letter or personal meeting with representatives of the Board, regarding the issues outlined in this letter. If you have any questions regarding these matters, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292.

Sincerely,



Richard Cervantes
Chairperson, Inyo County Board of Supervisors

Enclosure

cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Bernadette Lovato, BLM
Alabama Hills Stewardship Group

ATTACHMENT B

NOVEMBER 19, 2010

Draft #8

An Act

To establish the Alabama Hills National Scenic Area in the state of
California

Be it enacted by the Senate and the House of Representatives of the United
States of America in Congress assembled.

Section 1. SHORT TITLE; TABLE OF CONTENTS; DEFINITIONS

- (a) Short Title – This Act shall be cited as the “Alabama Hills
National Scenic Area Act of 2010”.
- (b) Table of Contents – The table of contents of this Act is as follows:

Sec 1. Short title; table of contents

Sec 2. Establishment of Alabama Hills National Scenic Area,
California

Sec 3. Management of Federal Lands in the scenic area

Sec 4. Development of Management Plan

Sec 5. Existing and Historical Uses Of Federal Lands Included In
the National Scenic Area.

Sec 6. Transfer of ‘Indian Cemetary’ Land

Sec 7. Authorization of Appropriations

**Section 2. ESTABLISHMENT OF THE ALABAMA HILLS
NATIONAL SCENIC AREA, CALIFORNIA**

- (a) FINDINGS – Congress finds the following:

(1) The Alabama Hills in Inyo County, California contain nationally significant scenic, geological, cultural, recreational, biological, educational and scientific values. They are a uniquely weathered granitic boulder landscape at the foot of the High Sierra (and Mt. Whitney, the highest mountain the lower 48 states). They should be preserved for present and future generations.

(2) In the rain shadow of the Sierra Nevada the unique plants and wildlife that inhabit the Alabama Hills have adapted to the Great Basin climate of overall aridity that averages 4 inches of precipitation per year.

(3) The Alabama Hills rise from the desert and provide a scenic backdrop for the community of Lone Pine, CA. They are a jaw-dropping gateway to the High Sierra.

(4) For thousands of years, the Alabama Hills and surrounding area have been continually used for subsistence, habitation and ceremonial purposes by the indigenous people who remain in the valley, known today as the Lone Pine Paiute-Shoshone Tribe

(5) The Alabama Hills inspired writer Mary Austin to pen 'The Land of Little Rain' and the photographers Edward Weston, Ansel Adams and David Muench have created beautiful images for people around the world.

(6) Nearly 100 years of film history exists in the Alabama Hills from silent movies to state-of-the-art motion pictures such as *Gunga Din*, *How the West Was Won*, *Bad Day at Black Rock* and *Ironman*. Promotional product commercial filming crews work here regularly.

(7) The Jim and Beverly Rogers Film History Museum in Lone Pine, visited by thousands of people each year, contains extensive film history displays featuring the Alabama Hills.

(8) The economic impact of commercial filming, grazing, rock climbing, hunting, fishing, and all the other activities which occur in the Alabama Hills generate significant revenues which helps to sustain the long term economic viability of the community of Lone Pine and Inyo County.

(9) The Alabama Hills National Scenic Area would make a significant addition to the Bureau of Land Management National Landscape Conservation System

(10) Congressional protection is needed for the Alabama Hills to ensure that it remains part of our historic, cultural and natural heritage.

(11) The Bureau of Land Management will manage the National Scenic Area as part of the National Landscape Conservation System.

(b) ESTABLISHMENT AND PURPOSES – In order to preserve the nationally significant scenic, cultural, recreational, geological, educational, biological and scientific values found in the Alabama Hills and to secure

now and for future generations the opportunity to experience and enjoy the magnificent vistas, wildlife, land forms and natural and cultural resources in the hills and to recreate therein, there is hereby designated the Alabama Hills National Scenic Area. (in this Act referred to as the "NSA").

(c) BOUNDARIES – The NSA will consist of Federal lands located on the map entitled "Boundary Map, Alabama Hills NSA" dated _____.

(d) LEGAL DESCRIPTIONS; CORRECTIONS OF ERRORS –

(1) PREPARATIONS AND SUBMISSIONS –

(2) LEGAL EFFECT –

Section 3. MANAGEMENT OF FEDERAL LANDS WITHIN THE NATIONAL SCENIC AREA

(a) BASIS OF MANAGEMENT – The Secretary of the Interior shall manage the NSA as part of the National Landscape Conservation System to protect the resources of the NSA, and shall allow only those uses of the NSA that further the purposes for the establishment of the NSA in accordance of this –

(1) the Act;

(2) the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.);

(3) other applicable provisions of law.

(b) ADMINISTRATION OF SUBSEQUENTLY ACQUIRED LANDS – Lands or interests in lands within the boundaries of the NSA that are acquired after the date of the enactment of this Act shall be managed by the Secretary of the Interior.

(c) PROTECTION OF STATE, LOCAL AND PRIVATE LANDS AND INTERESTS – Nothing in the establishment of the NSA shall affect any property rights of the State of California, any local governmental entity, or any other private land owner. Establishment of the NSA shall not grant the Secretary of the Interior any new authority on or over non-Federal lands not already provided for by law. The authority of the Secretary of the Interior

under this Act extends only to Federal lands and Federal interests in lands included in the NSA.

(d) **EXISTING RIGHTS** – The management of the NSA shall be subject to all valid existing rights. Thus, nothing within this legislation shall impact the future continuing operations and/or maintenance of any activities associated with those validly existing rights.

(e) **NO BUFFER ZONES**–

(1) The designation of the National Scenic Area is not intended to lead to the creation of protective perimeters or buffer zones around the area. The fact that activities outside the National Scenic Area and not consistent with the purposes of this section can be seen or heard within the Outstanding Natural Area shall not, of itself, preclude such activities or uses up to the boundary of the National Scenic Area.

(f) **AIR AND WATER QUALITY** – Nothing in this Act shall be construed to change standards governing air or water quality outside of the designated area of the NSA.

Section 4. DEVELOPMENT OF MANAGEMENT PLAN

(a) **DEVELOPMENT REQUIRED** –

(1) **IN GENERAL** – Not later than 3 years after the date of the enactment of this Act, the Secretary of the Interior shall complete a management plan for the conservation and protection of the NSA that fulfills the purposes for which the scenic area is established. The management plan shall be developed in coordination with county and local governmental entities, be consistent with local plans to the extent possible, and be subject to public comment. Once a plan is developed and coordinated, it will be submitted to Congress.

(2) **MANAGEMENT PENDING COMPLETION** – Pending completion of the management plan for the National Scenic Area, the Secretary shall manage federal lands and the interests in lands within the NSA substantially consistent with current uses occurring on such lands and under the general guidelines and authorities of the existing management plans of the Bureau of Land Management for such lands, in a manner consistent with other applicable Federal law.

(b) RELATION TO OTHER AUTHORITIES –

(c) CONSULTATION, COORDINATION AND COOPERATION –

(1) IN GENERAL – The Secretary shall prepare and implement the management plan required by subsection (a) in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(2) COORDINATION – The management plan shall be coordinated with county and other local governmental entities according to the Federal Land Policy and Management Act (43 U.S.C. 1712) and the federal planning regulations (43 C.F.R. 1610.3-1 & 3.2).

(3) LONE PINE PAIUTE-SHOSHONE TRIBE - The Secretary shall make a special effort to consult with representatives of the Lone Pine Paiute-Shoshone Tribe regarding the management plan during the preparation and implementation of the plan.

(d) COOPERATIVE AGREEMENTS –

(1) GENERAL AUTHORITY – Consistent with the management plan and existing authorities, the Secretary may enter into cooperative agreements and share management arrangements which may include special use permits with any person or group, including the Lone Pine Paiute-Shoshone Tribe for the purpose of management, interpretation, and research and education regarding the resources of the NSA.

Section 5. EXISTING AND HISTORICAL USES OF FEDERAL LANDS INCLUDED IN THE NATIONAL SCENIC AREA.

(a) RECREATIONAL ACTIVITIES GENERALLY – The management plan required by section 4(a) shall include provisions to continue to authorize the recreational uses of the National Scenic Area, including such recreational uses as hiking, mountain biking, rock climbing, sightseeing, horseback riding and appropriate motorized vehicle use, as long as such recreational use is consistent with this Act and other applicable law.

(b) MOTORIZED VEHICLES – Except where or when needed for administrative purposes or to respond to an emergency, use of

motorized vehicles in the National Scenic Area shall be permitted only on roads and trails designated by BLM for use of motorized vehicles as part of the management plan promoting a Semi-Primitive Motorized experience or on county maintained roads according to state or county law.

- (c) **FILMING** – Nothing in this Act shall prohibit appropriate commercial film production, student filming or still photography production in the NSA.
- (d) **HUNTING AND FISHING** –
- (1) **IN GENERAL** – Except as provided in paragraph (2), the Secretary of the Interior shall permit hunting and fishing within the NSA in accordance with applicable laws (including regulations) of the United States and the State of California.
 - (2) **REGULATIONS** – The secretary after consultation with the California Department of Fish and Game, may issue regulations designating zones where and establishing periods when, no hunting or fishing will be permitted for reasons of public safety, administration or public use and enjoyment.
 - (3) **[Talking w/ DFG re Sierra Nevada Bighorn sheep research and management – do they exist?]**
- (e) **ACCESS TO STATE, COUNTY AND PRIVATE LANDS**– The Secretary shall provide traditional or adequate access to non-Federally owned land within the boundaries of the NSA, which will provide the owner of the land the full use and enjoyment of the land.
- (f) **ACCESS AND UTILITIES** - Nothing in this Act shall have the effect of terminating any valid existing right-of-way within the NSA. The management plan prepared for the NSA shall establish plans for maintenance of existing public utility and other rights-of-way within the NSA.
- (g) **GRAZING** – The Secretary shall issue and administer any grazing leases or permits in the NSA in accordance with the same laws (including regulations) and Executive orders followed by the Secretary in issuing and administering grazing leases and permits on other lands under the jurisdiction of the Secretary. Nothing in

this act shall affect the Georges Creek and Alabama Hills grazing allotments on lands included in the NSA (see maps)

(h) OVERFLIGHTS –

(1) **GENERAL RULES** - Nothing in this Act or the management plan prepared for the NSA shall be construed to restrict or preclude overflights, including low-level overflights, over lands in the NSA, including military, commercial and general aviation overflights that can be seen or heard within the NSA.

(i) WITHDRAWALS –

(1) **IN GENERAL** – Subject to valid existing rights as provided in section 3(c), the Federal lands included within the NSA are hereby withdrawn from –

1. all forms of entry, appropriation and disposal under public land laws;
2. location, entry and patent under the public land mining laws; and
3. operation of the mineral leasing and geothermal leasing laws and the mineral materials laws.

(j) WILD LAND FIRE, FUELS MANAGEMENT AND SEARCH AND RESCUE OPERATIONS IN THE NSA –

(1) Nothing in this act prevents the Secretary, in cooperation with other Federal, State and local agencies, as appropriate, from conducting wild land fire and fuel operations as well as search and rescue activity in the scenic area consistent with the purposes of this act.

Section 6. TRANSFER OF 'INDIAN CEMETARY' LAND –

- (a) The USFS will administratively transfer the northern one-third of their land (T and R? section? acreage? map?) to the BLM.
- (b) The boundary of the NSA will be the Los Angeles Aqueduct.

Section 7. AUTHORIZATION OF APPROPRIATIONS –

There are authorized to be appropriated such some as are necessary to carry out this Act.

TITLE VII—ALABAMA HILLS NATIONAL SCENIC AREA

SEC. 701. DEFINITIONS.

In this title:

(1) **MANAGEMENT PLAN.**—The term “management plan” means the management plan for the National Scenic Area developed under section 703(a).

(2) **NATIONAL SCENIC AREA.**—The term “National Scenic Area” means the Alabama Hills National Scenic Area established by section 702(a).

(3) **SECRETARY.**—The term “Secretary” means the Secretary of the Interior.

SEC. 702. ALABAMA HILLS NATIONAL SCENIC AREA, CALIFORNIA.

(a) **Establishment.**—Subject to valid existing rights, there is established the Alabama Hills National Scenic Area in the State, containing certain land administered by the Bureau of Land Management in Inyo County, California, comprising approximately 18,911 acres, as generally depicted on the map entitled “Alabama Hills National Scenic Area” and dated December 29, 2010.

(b) **Purpose.**—The purpose of the National Scenic Area is to conserve, protect, and enhance for the benefit and enjoyment of present and future generations the nationally significant scenic, cultural, recreational, geological, educational, biological, and scientific resources of the National Scenic Area.

(c) **Map; Legal Descriptions.**—

(1) **IN GENERAL.**—As soon as practicable after the date of enactment of this Act, the Secretary shall file a map and a legal description of the National Scenic Area with—

(A) the Committee on Energy and Natural Resources of the Senate; and

(B) the Committee on Natural Resources of the House of Representatives.

(2) **FORCE OF LAW.**—The map and legal descriptions filed under paragraph (1) shall have the same force and effect as if included in this Act, except that the Secretary may correct any clerical and typographical errors in the map and legal descriptions.

(3) **PUBLIC AVAILABILITY.**—Each map and legal description filed under paragraph (1) shall be on file and available for public inspection in the appropriate offices of the Forest Service and Bureau of Land Management.

(d) **Administration.**—The Secretary shall manage the National Scenic Area—

(1) as a component of the National Landscape Conservation System;

(2) in a manner that conserves, protects, and enhances the resources and values of the National Scenic Area described in subsection (b); and

(3) in accordance with—

(A) the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.);

(B) this Act; and

(C) any other applicable laws.

(e) Management.—

(1) IN GENERAL.—The Secretary shall allow only such uses of the National Scenic Area as the Secretary determines would support the purposes of the National Scenic Area under subsection (b).

(2) RECREATIONAL ACTIVITIES.—Except as otherwise provided in this Act or other applicable law, or as the Secretary determines to be necessary for public health and safety, the Secretary shall allow existing recreational uses of the National Scenic Area to continue, including hiking, mountain biking, rock climbing, sightseeing, horseback riding, hunting, fishing, and appropriate authorized motorized vehicle use.

(3) MOTORIZED VEHICLES.—Except in cases in which motorized vehicles are needed for administrative purposes, or to respond to an emergency, the use of motorized vehicles in the National Scenic Area shall be permitted only on—

(A) roads and trails designated by the Director of the Bureau of Land Management for use of motorized vehicles as part of a management plan promoting a semiprimitive motorized experience; or

(B) on county-maintained roads in accordance with applicable State and county laws.

(f) Acquisition of Land.—

(1) IN GENERAL.—The Secretary may acquire non-Federal land within the boundaries of the National Scenic Area only through exchange, donation, or purchase from a willing seller.

(2) MANAGEMENT.—Land acquired under paragraph (1) shall be—

(A) considered to be a part of the National Scenic Area; and

(B) managed in accordance with this Act and any other applicable laws.

(g) No Buffer Zones.—

(1) IN GENERAL.—Nothing in this title creates a protective perimeter or buffer zone around the National Scenic Area.

(2) ACTIVITIES OUTSIDE NATIONAL SCENIC AREA.—The fact that an activity or use on land outside the National Scenic Area can be seen or heard within the National Scenic Area shall not preclude the activity or use outside the boundaries of the National Scenic Area.

(h) Access.—The Secretary shall continue to provide private landowners adequate access to inholdings in the National Scenic Area.

(i) Existing Rights.—

(1) IN GENERAL.—The management of the National Scenic Area shall be subject to all valid existing rights.

(2) EFFECT OF TITLE.—Nothing in this Act impacts the operation or maintenance of any

activity associated with a valid existing rights described in paragraph (1).

(j) **Filming.**—Nothing in this title prohibits filming (including commercial film production, student filming, and still photography) within the National Scenic Area—

(1) subject to—

(A) such reasonable regulations, policies, and practices as the Secretary considers to be necessary; and

(B) applicable law; and

(2) in a manner consistent with the purposes described in subsection (b).

(k) **Fish and Wildlife.**—Nothing in this title affects the jurisdiction or responsibilities of the State with respect to fish and wildlife.

(l) **Livestock.**—The grazing of livestock in the National Scenic Area, as established before the date of enactment of this Act, shall be permitted to continue—

(1) subject to—

(A) such reasonable regulations, policies, and practices as the Secretary considers to be necessary; and

(B) applicable law; and

(2) in a manner consistent with the purposes described in subsection (b).

(m) **Military Overflights.**—Nothing in this title restricts or precludes—

(1) low-level overflights of military aircraft over the National Scenic Area, including military overflights that can be seen or heard within the National Scenic Area;

(2) flight testing and evaluation; or

(3) the designation or creation of new units of special use airspace, or the establishment of military flight training routes, over the National Scenic Area.

(n) **Withdrawal.**—Subject to valid rights in existence on the date of enactment of this Act, the Federal land within the National Scenic Area is withdrawn from all forms of—

(1) entry, appropriation, or disposal under the public land laws;

(2) location, entry, and patent under the mining laws; and

(3) disposition under all laws pertaining to mineral and geothermal leasing or mineral materials.

(o) **Wildland Fire Operations.**—Nothing in this title prohibits the Secretary, in cooperation with other Federal, State, and local agencies, as appropriate, from conducting wildland fire operations in the National Scenic Area, consistent with the purposes described in subsection (b).

(p) **Grants; Cooperative Agreements.**—The Secretary may make grants to, or enter into cooperative agreements with, State, tribal, and local governmental entities and private entities to conduct research, interpretation, or public education or to carry out any other initiative relating to the restoration, conservation, or management of the National Scenic Area.

(q) **Air and Water Quality.**—Nothing in this title modifies any standard governing air or water

quality outside of the boundaries of the National Scenic Area.

(r) Utilities.—

(1) NO EFFECT ON EXISTING RIGHTS-OF-WAY.—Nothing in this title terminates any valid existing right-of-way within the National Scenic Area.

(2) MANAGEMENT PLAN.—The management plan shall establish plans for maintenance of existing public utility and other rights-of-way within the National Scenic Area—

(A) in a manner consistent with the purposes described in subsection (b); and

(B) subject to existing law (including regulations).

SEC. 703. MANAGEMENT PLAN.

(a) In General.—Not later than 3 years after the date of enactment of this Act, in accordance with subsection (b), the Secretary shall develop a comprehensive plan for the long-term management of the National Scenic Area.

(b) Consultation.—In developing the management plan, the Secretary shall consult with—

(1) appropriate State, tribal, and local governmental entities, including Inyo County and the Lone Pine Paiute-Shoshone Tribe; and

(2) members of the public.

(c) Incorporation of Management Plan.—In developing the management plan, in accordance with this section, the Secretary may incorporate any provision of the relevant resource management plan in existence as of the date of enactment of this Act.

(d) Interim Management.—Pending completion of the management plan, the Secretary shall manage the National Scenic Area in accordance with—

(1) the purposes described in section 702(b); and

(2) the applicable management plan of the Bureau of Land Management in existence on the date of enactment of this Act.

SEC. 704. AUTHORIZATION OF APPROPRIATIONS.

There are authorized to be appropriated such sums as are necessary to carry out this title.

Alabama Hills Designation Study Process

Key Headlines:

- The Alabama Hills Stewardship Group, Inc. (AHSG) is a local group of community leaders who have partnered with the Bureau of Land Management over the last 7 years to help direct the management of the Alabama Hills. The goal is to make the Alabama Hills as accessible and activity inclusive as possible, while still preserving its semi-primitive and scenic landscape. The AHSG received a **“Cooperative Conservation Award”** from the United States Department of the Interior for their community stewardship work in 2008.
- Over 27 months (2008/2010) an AHSG Designations Study Sub-Committee gathered input from over 30 stakeholder and 40 different user groups. Feedback was received from groups as diverse as the Inyo County Board of Supervisors to the Friends of the Inyo to local cattle ranchers. From rock climbers to ATV riders.
- This input helped direct the sub-committee’s charge to explore a federally legislated designation and led to a final recommendation to designate 18,000 acres of this scenic semi-primitive roaded area a **National Scenic Area under the BLM’s National Landscape Conservation System**. A designation will protect (through a congressional bill) both the spectacular landscape and the various user groups’ access to the Alabama Hills.
- A designation will allow improvements to be made to the **existing** infrastructure: roads, campgrounds, informational kiosks, etc.
 - As well as fund a comprehensive education effort for both the general public and local schools.
 - A designation will also help further protect sensitive Native American cultural sites and artifacts.
- The AHSG, Inc. is committed to protecting the jaw-dropping beauty of this semi-primitive landscape with continued access for hikers, motorists, photographers, rock climbers and campers as well as allowing important economic activities like commercial filming, cattle grazing, hunting/fishing and recreation to continue.

- **Balancing all these needs** is what makes the Alabama Hills so special to so many people and necessitates its protection.

Sub-Committee Findings:

- Overwhelming majority of stakeholders and user groups support a designation that promotes area and protects their access and continued use.
 - Strong desire by local stakeholder/user groups to drive/lead the process locally before '*outside forces*' potentially dictate future of Alabama Hills.
- Senator Feinstein's office supportive of process being driven locally and stakeholder interests being protected in the legislation.
 - A lower level designation allows for increased visibility for area while keeping flexibility in the legislation to accommodate local stakeholder/user interests.
- Under the BLM's National Landscape Conservation System a local designation team also has the ability to help draft federal legislation.
 - Other designations that were benchmarked, had legislative provisions that protected local interests such as grazing, motorized vehicle access, Native Indian cultural resources, county road infrastructure and wildlife research.

Key Steps in Process:

- Over 27 month period gathered input from over 30 stakeholder groups, dozens of user groups & hundreds of individuals. Input drove processes recommendations.
 - Referenced back to key stakeholders continuously during entire process...
 - Including 3 Inyo County BOS presentations.
- Held 5 public map input sessions over 3 months; a front page Inyo Register map and article requesting input; and an additional 5 months of posting the map, providing copies and comment cards in area Chambers of Commerce. Also had dozens of individual conversations with land/home owners in the area both large (LADWP) and small (individual home owners). That input led to our current boundary map and recommendation to include approximately 18,000 acres (of the available 30,000 managed by the BLM) in the designation.

- Distributed drafts of our proposed legislation to any interested party and have incorporated input into the document from key stakeholders such as LADWP, Lone Pine Paiute Shoshone Tribe; California Department of Fish and Game and the Inyo County's legal consul. Current draft includes all input received to date.
- Completed individual Inyo County Board of Supervisors tours of the Alabama Hills to answer questions directly and expose them to the incredible landscape and diversity of use.

Final Recommendation:

- Designation type and name recommendation to be the:
 - **Alabama Hills National Scenic Area**... A first-of-its-kind designation under the BLM's National Landscape Conservation System. This is a low-level federal designation allowing the continuation of **all current** activities and access/multi-use in addition to providing the legislative flexibility to accommodate the majority of our stakeholders' interests.
 - *Only exemption is the withdrawal of future mineral entry.*
 - Note: There are no commercial mining operations within the proposed area boundary.

Public Approval Process:

- Held key meetings presenting our final recommendations:
 - With Alabama Hills Stewardship Group (receiving their full endorsement)
 - Endorsement from Lone Pine & Bishop Chambers of Commerce
 - And Bishop City Council
 - A '**Public Forum**' held in Lone Pine receiving overwhelming support for AHSG's recommendations
 - Presented to Central California Resource Advisory Council receiving letter of support sent to Interior Secretary Ken Salazar
- Near unanimous support from the extensive list of stakeholder groups engaged
- Final 4 – 1 vote of endorsement by Inyo County Board of Supervisors on November 9th, 2010 to support pursuing a federally legislated National Scenic Area designation for the Alabama Hills.

Update Since November 2010 BOS Vote:

- AHSB received **Sierra Vision Award** in 2011 from Sierra Business Council
- Featured articles in **Scenic 395** magazine; Eastern Sierra's 2013 **Philanthropy Guide** and front page of the **LA Times** April 30, 2013
- Incorporated AHSB, Inc. into a 501c3 non-profit
- Have held two annual "**Alabama Hills Day**" events supported by over 30 exhibitors/sponsors and hundreds of participants
- Working with AAPL '**Adventure Trails**' system pilot program to identify appropriate routes in Alabama's and to elevate '*responsible use*' education
- Provided input into DRECP process to exclude proposed NSA from renewable energy development and helped draft '**Alabama Hills National Scenic Cooperative Management Area**' objectives and actions to update 1993 RMP.
- Working with two *Level 1* 'casual use' mining claims within designation. Goal is to provide a "**recreational prospecting**" experience for visitors.
- Lone Pine Tribe finalizing **cemetery land transfer** discussions with INF and BLM
 - Wish to transfer final BIA property into NSA designation.
- **Broad coalition of support garnered during designation study process has deepened/strengthened over time.**
 - *Supporters anxious for legislation to be enacted.*

Next Steps:

- Update new Inyo County BOS on process and legislation
 - Open for consideration, changes to original endorsement letter
- Finalize Senator Feinstein's sponsorship and Congressman Paul Cook's support
- Finalize legislative bill language
- Introduce and pass legislation
- Coordinate with County, other stakeholders and BLM on development of management plan for the new '**Alabama Hills National Scenic Area**'
- Implement and monitor new plan

Los Angeles Times

In California's backcountry, seeking movie backdrops

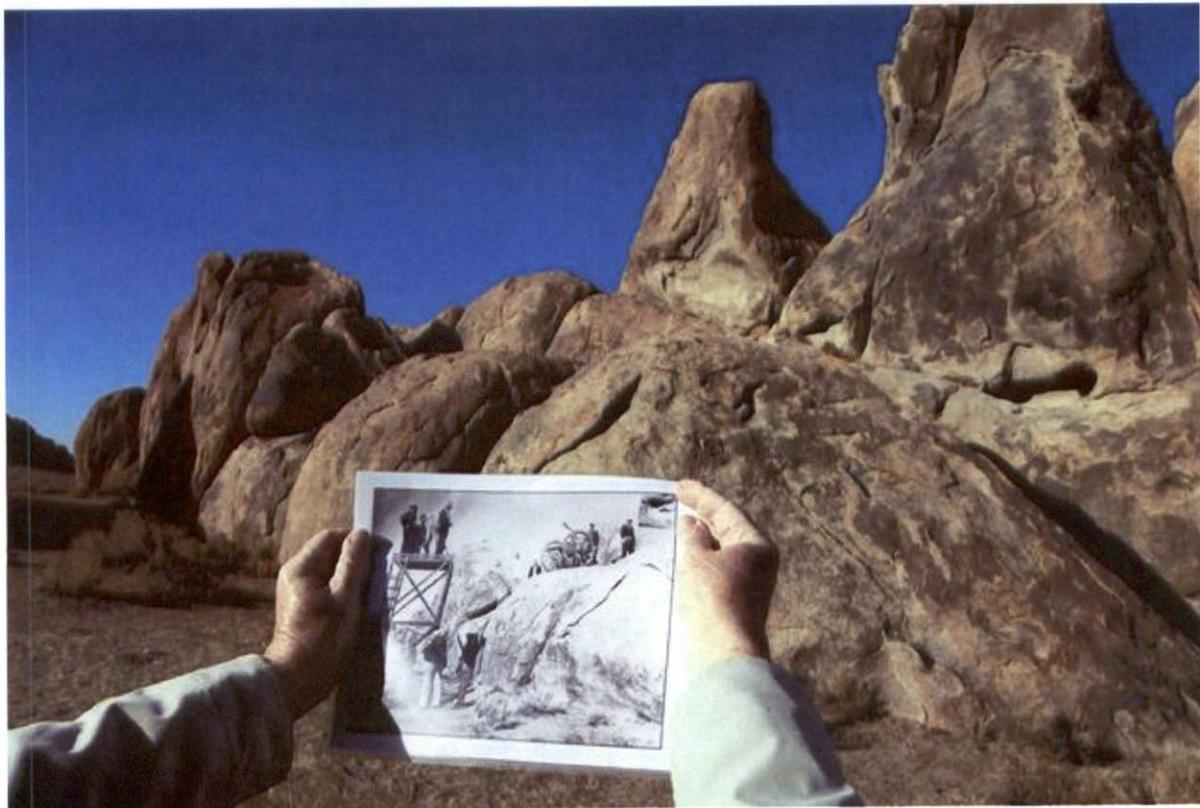
Every year, thousands of film fans become location scouts of sorts as they search for scenes shot in the Alabama Hills, a badlands that has appeared in more than 700 movie and TV productions.

By Louis Sahagun

Photography and video by Mark Boster

Reporting from Lone Pine, Calif.

April 30, 2013



Kent Sperring matches a cannon emplacement and camera platform in a still photograph from the 1936 John Wayne movie "The Oregon Trail," shot in and around the Alabama Hills near Lone Pine. [More photos](#) 

As howling winds tore through the eastern Sierra, Dan Gillespie and his wife Carol trudged along a narrow gravel path, their eyes alternating between photos they carried and the contours of a cove guarded by granite walls.

At one point, Carol held up a photograph of a campfire scene in "Django Unchained," which is set in the South just before the Civil War. She moved the photo to the left, then to the right. She squinted, then broke into a smile.

Pointing to a nearby rock, she said that actor Jamie Foxx "stood right there."

The Gillespies and three other people on this outing were location scouts of sorts — and they had just found their prize.

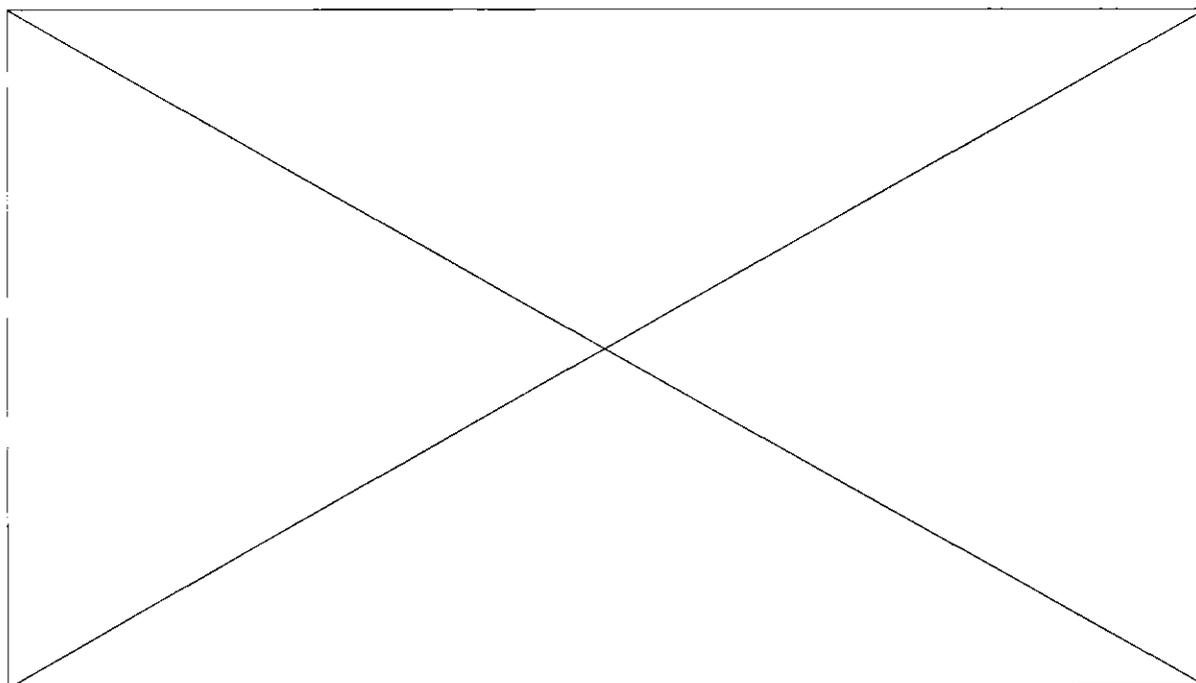
Like thousands of other film buffs and historians who flock here every year, they found the location of a movie scene shot in the Alabama Hills, a high-desert badlands of gullies, canyons and outcroppings at the foot of Mt. Whitney that has appeared in more than 700 movie and television productions.

At times the search on this early spring day resembled a Hollywood producer's idea of a spoof. Icy gusts stirred up sandstorms and blew fistfuls of photographs out of benumbed fingers. Heaps of boulders appeared one way in the long shadows cast by the morning sun, and a different way altogether at noon.

"We're doing the Lone Pine shuffle — looking down at a photograph, then looking up at the landscape, then looking down on the picture again without tripping," said Kent Sperring, visiting from Duluth, Ga. "We've all taken a tumble or two during these investigations."

The searchers were engaging in an activity started in the 1980s by film buff Dave Holland, whose efforts to find the exact spots of movie scenes helped popularize the Lone Pine Film Festival.

Locals talk about how Holland, who died in 2005, used promotional photos to determine that a tall, cucumber-shaped rock was a backdrop in scenes of Gene Autry and his sidekick Smiley Burnette sitting on their horses in "Boots and Saddles," Tim Holt escaping a posse in "Guns of Hate" and an Indian chase in "How the West Was Won" — films released in 1937, 1948 and 1962, respectively.



Today, location explorers use photos obtained at film conventions, specialty shops, film festivals and from the Lone Pine Film History Museum, which also offers tours — and GPS coordinates — of dozens of locations used in old westerns and "Star Trek," "Iron Man" and "Transformers."

Hard-core trekkers rely on "grabs," movie frames selected at random and printed off DVDs. Close-up shots are particularly challenging because they offer few clues beyond cracks and depressions on granite surfaces.

"It's a rather formidable game," said a smiling Dan Gillespie, a nuclear physicist who lives with his wife in Castaic. "Sometimes, having a photographic image snap into place with the surrounding terrain is a matter of walking 10 feet in a certain direction."

For inspiration, film buffs look to the 6-year-old film history museum, which houses a trove of vintage photographs and movie posters, props, costumes and vehicles used in productions that were part of the excitement of everyday life for much of the 20th century.

The ghosts of all those actors are still out there reenacting their best days."

— Chris Langley

"Our biggest exhibit is the surrounding terrain — and we'd like to keep it just the way it is," said museum Executive Director Chris Langley. "The ghosts of all those actors are still out there reenacting their best days."

The Alabama Hills and movies found each other in 1920 with the silent western "The Roundup," starring Roscoe "Fatty" Arbuckle.

Today, a box canyon where outlaws ambushed and killed all but one Texas lawman — who, with his Indian companion Tonto, went on to fight injustice in the American Old West — is known locally as "Lone Ranger Canyon."

The hill country in Northern India where three British soldiers and a water boy fought against seemingly insurmountable odds is marked by a plaque: "Gunga Din filmed here." A mining camp left over from the 1948 western "Yellow Sky" has become a permanent part of the terrain.

The landscape also is loaded with movie blank shell casings.

"I love that sound," Sperring said as a metal detector he carried sounded an alarm over a patch of sand where a running gun battle had been staged 78 years earlier for the first Hopalong Cassidy movie.

Sperring picked up a badly eroded movie blank shell that had never been fired. "Prove to me that Hoppy didn't drop this right here in 1935," he said with a laugh.



Longtime Lone Pine resident Kerry Powell recalls the early days of moviemaking in the Alabama Hills as she stands in the Beverly and Jim Rogers Lone Pine Film History Museum, which she helped establish. [More photos](#)

Kerry Powell was a girl in 1938 when a Hollywood studio rolled into town to shoot "Gunga Din."

"It was so exciting when my father took us out to see the elephants lumbering around the rocks and sage that substituted for India," Powell recalled in a room of her home here festooned with film posters and autographed photos of movie stars including Roy Rogers, Kirk Douglas, Ann Baxter and Virginia Mayo.

During the filming of "The Gunfighter" in 1949, Powell was working in the laundry room of her in-laws' Lone Pine motel when, she recalled, "I heard that voice and froze in my tracks. I turned around and there he was, Gregory Peck. He wanted to know if we had some extra towels."

Moviemaking and scene hunting — along with hiking, photography and rock climbing — have become so popular in this area that locals have drafted a plan to transform 18,000 acres now managed by the U.S. Bureau of Land Management into a national scenic area. The designation would strengthen protections against subdivisions, mining operations and wind and solar energy farms and guarantee permanent public access.

More important in this eastern Sierra community of 2,200 people, the designation would solidify the region's role in film and television productions, shoring up the local economy. Movie, TV and commercial productions generated an estimated \$10 million in fees, sales and taxes in Inyo County last year.

Map of movie locations in and around the Alabama Hills near Lone Pine.

Sen. Dianne Feinstein (D-Calif.) said she will consider legislation to grant National Scenic Area status if it has local support. Federal land-use designations are controversial in Inyo County, however. Just 2% of the 10,000-square-mile region is privately owned, and 65% of the publicly owned land is already designated as wilderness. Some local officials prefer to see public lands remain available for industrial uses including mining and renewable energy.

As the five scene hunters continued their search, gale-force winds kicked up dust and sent them scurrying for cover. They were looking for locations from "The Oregon Trail," a 1936 western shot here because it looked like the frontier country of hazards, heroes and scoundrels where the action takes place.

Today, that movie is known as "John Wayne's lost film" because it mysteriously disappeared after its release. All that remains are promotional stills and a few minutes of footage.

The searchers were looking for the backdrop of a scene with Wayne standing righteous atop a boulder, a coiled rope in one hand and a six-shooter in the other.

But the brutal weather forced the searchers to surrender.

As they prepared to head home, Sperring scanned the ridgelines and said, "The rocks don't change. We'll get it next time."

Central California Resource Advisory Council

**Bureau of Land Management
2300 Cottage Way, Suite W-1623
Sacramento, CA 95825**

October 14, 2010

Interior Secretary Ken Salazar
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240

Dear Secretary Salazar,

At its September 17, 2010, meeting, the Bureau of Land Management (BLM) Central California Resource Advisory Council (RAC) voted to support designation of the Alabama Hills as a National Scenic Area, as presented by the Alabama Hills Stewardship Group Designation Subcommittee.

We believe the proposal provides a sound vision for the Alabama Hills that balances protection of the area's unique resources while providing for historical uses from film making to recreation.

In November 2006, the RAC met in Lone Pine and expressed its support for the BLM to build upon the grass roots effort of local leaders through the Alabama Hills Stewardship Group to frame a community strategy to maintain the character of the Alabama Hills. The RAC has reaffirmed its support at meetings since then.

The Alabama Hills Stewardship Group is a group of community leaders who have partnered with the BLM to help direct its management of the Alabama Hills. The goal of the community of Lone Pine, the BLM, and individual stakeholders is to work together as good stewards to ensure that the Alabama Hills are accessible and activity as inclusive as possible. The Stewardship Group is committed to the protection of the scenic landscape and preservation of access for the multiple activities that occur in the area including hiking, photography, climbing, camping, fishing, filming, grazing and hunting. The Stewardship Group has been diligent in ensuring that the public can continue to experience solitude and enjoy an incredible range of discovery and activity.

The Alabama Hills face increasing management challenges. Visitation to the Alabama Hills is 100,000 visitors/year and growing. Potential conflicts between user groups could lead to the loss of recreation use and access. The increased use is leading to greater resource challenges such as litter, tagging, fire rings, road damage and overall degradation. There is a need for existing infrastructure improvements such as campgrounds, access and educational materials.

The Stewardship Group received the Department of Interior's Cooperative Conservation Award in Washington in 2008. Group members have volunteered hundreds of hours in projects from trail restoration to the "Don't Crush the Brush" public education campaign.

In 2008, a Designations Study Subcommittee was formed to look at possible inclusion in the National Landscape Conservation System. Over 20 months, the Subcommittee gathered input from over 30 stakeholder groups and 40 different user groups as diverse as the Inyo County Board of Supervisors, Friends of the Inyo, local cattle ranchers, rock climbers, hikers and off-highway vehicle users. The Subcommittee has held dozens of stakeholder meetings and hundreds of individual conversations.

The RAC believes this effort has been grass roots driven and has local stakeholder support. The Stewardship Group has gradually built a broad constituency and a consensus of support across a broad base of stakeholders. A designation would protect both the fabulous landscape as well as the various stakeholder/user groups' access to the Alabama Hills

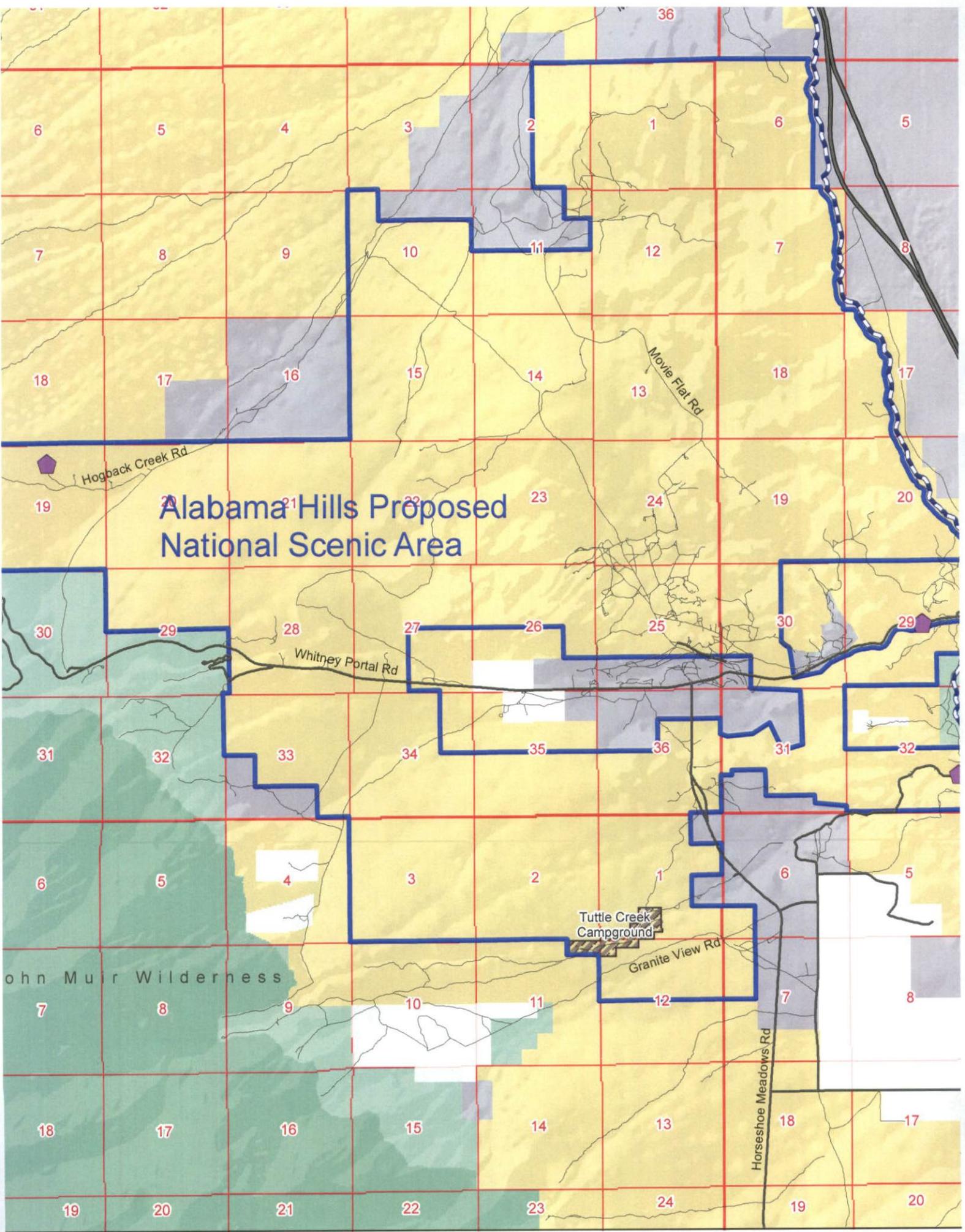
As you have so aptly expressed it, "I recognize and respect from my own experience as a U.S. Senator, the importance of local, public, and congressional input and support when considering protections for our natural, historic, and cultural resources. New designation and conservation initiatives work best when they build upon local efforts and input from nearby communities."

In summary, the RAC would like to commend the local community for their proactive approach and supports the Stewardship Group's proposal for a National Scenic Area designation.

Sincerely,

Jim Haagen-Smit
Chair, BLM Central California Resource Advisory Council

Alabama Hills Proposed National Scenic Area



R35E

R36E



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

Inyo County Superintendent of Schools

Dr. Terence K. McAteer

January 3, 2011

To Whom It May Concern:

I want to lend my and the Inyo County educational community's complete support behind the legislation to create the Alabama Hills National Scenic Area. This important piece of legislation will not only create an economic boom for Southern Inyo County, it will provide an educational opportunity for our residents, our youth and our visitors. The work of the stewardship steering committee is commendable and has been exceedingly inclusive.

The Alabama Hills are a very special place that needs to be preserved for our youth. The historical, cultural and scenic value of this area is truly special and I look forward to assisting the stewardship group in enhancing the educational opportunities available to all. I pledge to working with the stewardship committee to insure youth groups gain access to the area. Having annual field trips for all of our youth in Inyo County will be a hallmark to the success of this project.

I urge passage of the Alabama Hills National Scenic Area legislation.

Cordially,

Terence K. McAteer

166 Grandview Dr. • Bishop, CA 93514
(760) 873-3262 • Fax (760) 873-3324

3566 Brookside Dr.
Bishop, Ca 93514
January 2, 2011

Alabama Hills Stewardship Group,

Subject: Proposed Alabama Hills National Scenic Area

Advocates for Access to Public Lands appreciates the opportunity to participate in the development of the proposed National Scenic Area designation for the Alabama Hills.

Our organization is dedicated to the responsible use of motorized recreation on existing roads and ATV trails on our public lands.

The Alabama Hills Stewardship Group have assured us that our existing motorized access will not be compromised with this new land use designation and with that understanding we support their effort for the proposed legislation.

Sincerely,



Dick Noles, President
Advocates for Access to Public Lands
AAPL



BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

690 N. MAIN STREET, BISHOP, CALIFORNIA 93514

January 7, 2011

Dear Mr. Mazzu and Members of the Alabama Hills Stewardship Group,

I am writing to you today on behalf of the Board of Directors to the Bishop Area Chamber of Commerce and Visitors Bureau. We would like to congratulate you on the great strides you have made in pursuing a federal designation for the Alabama Hills.

The Alabama Hills area is a special place and is very important for a variety of reasons and to a wide range of users. During your study, you have gone to great lengths to take input from all users and stakeholders including rock climbers, ATV riders, cattle ranchers, local businesses, film makers and preservation groups. We commend your efforts to include everyone!

As you are aware, tourism is the main economic driver of Inyo County's economy. People visit the Alabama Hills for many diverse activities and your plan balances the needs of hikers, motorists, photographers and campers with the necessity to preserve this special place so that future generations may enjoy it's beauty.

Thank you for your many months of work on this important project and we wish you the best as you take the proposal to the Federal level.

Sincerely,

A handwritten signature in blue ink that reads "Tawni Thomson".

Tawni Thomson
Executive Director
Bishop Area Chamber of Commerce & Visitors Bureau

VOICE 760-873-8405 FAX 760-873-6999



EXEC@BISHOPVISITOR.COM

THE BEVERLY AND JIM ROGERS MUSEUM OF



January 12, 2011

RE: National Scenic Designation for the Alabama Hills

The Beverly and Jim Rogers Museum of Lone Pine History has relied on access to the Alabama Hills for many events and tours celebrating and interpreting Lone Pine's and Inyo County's famous film history. The scenic value has been an important economic and cultural value to be guaranteed.

The Lone Pine Film Festival has used the Alabama Hills since 1990 for tours, concerts and other related events. Together these activities have grown into a significant economic engine for the area that we call "film history tourism."

The Board of the Museum supports the seeking of the National Scenic Area designation for the area by the Alabama Hills Stewardship Group. We believe, as do they, it will protect the area in a scenic "semi-primitive" state while guaranteeing full access to the area for our varied activities. We have provided space for the Stewardship Group's many outreach activities and we believe the process has been inclusive, thoughtful and flexible to the needs of many other stakeholders.

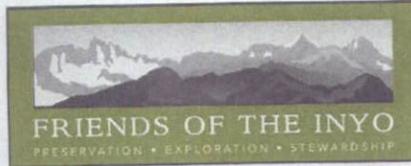
We applaud their work and look to the completion of the National Scenic Area designation in a timely matter.

Sincerely,

A handwritten signature in black ink that reads "Rob Barron".

Rob Barron
Director

Post Office Box 111 • Lone Pine, California 93545 • 701 South Main Street
(760) 876-9909 • FAX (760) 876-9910 • E-mail: lonepinefilmhistorymuseum.org



Kevin Mazzu
Alabama Hills Stewardship Group

January 19, 2011

Dear Kevin,

Friends of the Inyo praises the efforts of the Alabama Hills Stewardship Group to seek the creation of the Alabama Hills National Scenic Area. We have supported your inclusive process from the very beginning several years ago, and we applaud your leadership. The designation of an Alabama Hills National Scenic Area will help with the management and protection of this unique landscape for all Americans as well as our international visitors. It will help with economic sustainability for the southern Owens Valley communities of Lone Pine and Independence.

Friends of the Inyo looks forward to participating in the development of the management plan for the Alabama Hills NSA once it is created and we will be involved for years to come in 'The Hills' with our Stewardship, Exploration and Preservation programs.

Congratulations on your progress so far and for your tireless efforts on behalf of these amazing public lands. Please call on us for help and support whenever needed.

Sincerely,

Stacy Corless

Executive Director

Friends of the Inyo



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

December 30, 2010

Alabama Hills Stewardship Group
PO Box 111
Lone Pine CA 93545

Dear Mr. Langley:

The board of the Lone Pine Chamber of Commerce supports the proposed legislation to establish the Alabama Hills National Scenic Area.

Having been a part of the process over the past 3 years that culminated in the proposed legislation we recognize that protecting the Alabama Hills and preserving the use of the Hills is tantamount to the sustainability of the businesses of Lone Pine.

Sincerely,

Kathleen New,
President/CEO

PH. [760] 876.4444 • www.lonepinechamber.org
info@lonepinechamber.org

Lone Pine Paiute-Shoshone Reservation

P.O. Box 747 • 1103 South Main Street
Lone Pine, CA 93545
(760) 876-1034 Fax (760) 876-8302
Web Site: www.lppsr.org

Friday, January 14, 2011

Mr. James Peterson, Deputy Director
Office of Senator Diane Feinstein
11111 Santa Monica Blvd., Suite 915
Los Angeles, CA 90025

Dear Mr. Peterson,

The Lone Pine Paiute-Shoshone Reservation (LPPSR) has had a close working relationship with our regional Bureau of Land Management (BLM) office for many years and has been involved with the Alabama Hills Stewardship group from the beginning. We have been represented on the Designation Subcommittee by tribal member Kathy Jefferson Bancroft and have continually been updated with special reports and presentations by the subcommittee to Tribal Officers, the Tribe's Cultural Resources Protection Committee and the Tribal General Council during this process.

The LPPSR formally agreed to support the designation because of the transparent and inclusive process, and the commitment to continued protection of our traditional lands and cultural sites. Because of the extensive pre-historical and historical habitation of our Valley by indigenous people, the BLM has found themselves to be caretakers of numerous culturally significant and sacred sites. The Tribes of the Owens Valley have welcomed this partnership as a means to optimally safeguard these sites from damage and destruction.

Our Tribal Cemetery lies on land managed by both the BLM and US Forest Service. We had been discussing with the USFS, the possibility of transferring the cemetery land to the Tribe when we noticed that a considerable amount of the cemetery was on BLM land. Follow up discussions resulted in an agreement to transfer the USFS portion to BLM management. The Tribe further requested that this land be made a part of the designation because we do not have the resources at this time to provide the law enforcement and judicial protection necessary to manage these lands.

The LPPSR and the other small Tribes of our area, having no economic development or other resources, recognize the value in collaborating with the BLM and the US Department of the Interior. Building and maintaining the excellent working relationship that exists between us today exemplifies the spirit defined and promoted by our current administration.

Sincerely,



Melvin R. Joseph, Chairman

cc: Mark Conley,



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

Consent X Departmental Correspondence Action Public Hearing
X Scheduled Time 1:30 pm Closed Session Informational

FROM: Water Department

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – May 20, 2013

DEPARTMENTAL RECOMMENDATION:

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for May 20, 2013 in Los Angeles at the LADWP John Ferraro Building. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee.

The Water Department requests your Board (1) provide direction to the County's Standing Committee representatives (2) take action on LADWP's request for reductions in irrigation, and (3) take action on LADWP's request for reductions in water supplied to E/M projects. A draft agenda will be forthcoming.

SUMMARY DISCUSSION:

The Technical Group met on May 8, 2013 and discussed the agenda for the May 20, 2013 Technical Group meeting. In addition to approval of documentation of action items from the previous meeting, four action items were identified:

Setting Seasonal Habitat Flow - Consideration of Technical Group recommendation regarding setting the Lower Owens River Project seasonal habitat flow. Staff anticipates having a memo prepared from the Technical Group to the Standing Committee for your consideration.

Establishment of Dry Year Blackrock Management Plan - Consideration of Technical Group recommendation regarding the Lower Owens River Project Blackrock Waterfowl Management Area flooded acreage. Staff anticipates having a memo prepared from the Technical Group to the Standing Committee for your consideration.

Consideration of LADWP request for reductions in water supplied to Owens Valley irrigation during the 2013-14 runoff year. Attached are LADWP's request and a staff report from the Water Department.

Consideration of LADWP request to reduce water supplied to the McNally Ponds and Van Norman Enhancement/Mitigation Projects during the 2013-14 runoff year. Attached LADWP's request and a staff report from the Water Department.

Additional agenda items discussed by the Technical Group were updates on runoff and operations, Green Book revisions, E/M evaluations, and vegetation parcel Blackrock 94.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

5/8/13



ANTONIO R. VILLARAIGOSA
Mayor

Commission
THOMAS S. SAYLES, *President*
ERIC HOLOMAN, *Vice-President*
RICHARD F. MOSS
CHRISTINA E. NOONAN
JONATHAN PARFREY
BARBARA E. MOSCHOS, *Secretary*

RONALD O. NICHOLS
General Manager

March 29, 2013

Dr. Robert Harrington, Director
Inyo County Water Department
P.O. Box 337
Bishop, CA 93526-0337

Dear Dr. Harrington:

Subject: Request for the Technical Group to Evaluate Existing Conditions Prior to Inyo/Los Angeles Standing Committee Consideration of Reasonable Reductions in Water Supplied to Owens Valley Irrigation during the 2013-14 Runoff Year

Based upon current snowpack estimates, the Los Angeles Department of Water and Power (LADWP) anticipates that snowpack runoff during the upcoming 2013-14 runoff year will be approximately 50 percent of normal or less. The Eastern Sierra snowpack runoff measured between April and September of 2012 was 51 percent of normal. Moreover, Owens Valley floor precipitation during the 2012 runoff year was approximately 25 percent of normal.

The Agreement between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County Section IV.A provides:

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

Because of the current successive dry year conditions, LADWP will request Inyo County and the Standing Committee to consider the following reductions in groundwater pumping for irrigation supply:

- A 20 percent reduction in groundwater pumping for irrigation supply in the Laws Wellfield.
- A 20 percent reduction in groundwater pumping for irrigation supply in the Independence Wellfield.
- A 10 percent reduction in irrigation supply in other areas of Inyo County.

Water and Power Conservation . . . a way of life

□ Bishop, California mailing address: 300 Mandich Street • Bishop, CA 93514-3449 • Telephone: (760) 873-0208 • Fax (760) 873-0266
111 North Hope Street, Los Angeles, CA 90012-2607 • □ Mailing address: Box 51111 • Los Angeles, CA 90051-0100
Telephone: (213) 367-4211 • Cable address: DEWAPOLA

Dr. Robert Harrington
Page 2
March 29, 2013

This letter is LADWP's written request for the Technical Group to evaluate existing conditions and for the Inyo County Water Department to take the necessary actions in order for the Inyo/Los Angeles Standing Committee to consider LADWP's request at the May 2, 2013, Standing Committee meeting.

Please contact Mr. Robert Prendergast of my staff at (760) 873-0209 or by e-mail at robert.prendergast@ladwp.com for any additional information you may require in preparation of a Technical Group review of existing conditions as they relate to these projects.

Sincerely,



James G. Yanotta
Manager of Aqueduct

c: Ms. Linda Arcularius, Inyo County
Mr. Rick Pucci, Inyo County
Mr. Kevin Carunchio, Inyo County
Mr. Michael Prather, Inyo County Water Commission
Ms. Teri Red Owl, Inyo County Water Commission
Mr. Randy Keller, General Counsel, Inyo County
Honorable Tom LaBonge, Councilmember, Fourth District
Commissioner Christina E. Noonan
Commissioner Jonathan Parfrey
Mr. Ronald O. Nichols
Ms. Julie Riley
Mr. David Edwards
Mr. James B. McDaniel
Mr. Martin L. Adams
Mr. Robert P. Prendergast



Staff Report

To: County of Inyo Board of Supervisors

From: Water Department staff

Date: May 8, 2013

Re: LADWP request for Technical Group evaluation of existing conditions prior to Standing Committee consideration of reductions in Owens Valley irrigation

Introduction. This report provides background and staff recommendations concerning LADWP's request to reduce groundwater pumping for irrigation supply. In a letter from March 29, 2013, LADWP requests:

... the Standing Committee to consider the following reductions in groundwater pumping for irrigation supply:

A 20 percent reduction in groundwater pumping for irrigation supply in the Laws Wellfield.

A 20 percent reduction in groundwater pumping for irrigation supply in Independence Wellfield.

A 10 percent reduction in irrigation supply in other areas of Inyo County.

Water Agreement and Green Book provisions for reducing irrigation during dry years.

Water Agreement Section IV.A sets out the provisions for Los Angeles-owned lands provided with water (Type E vegetation). These lands have protections against decreases and changes in vegetation similar to the protections provided to groundwater-dependent vegetation communities (Types B, C, and D):

[Irrigated] lands will be supplied with water and will be managed to avoid causing significant decreases and changes in vegetation from vegetation conditions which existed on such lands during the 1981-82 runoff year. Significant decreases and changes in vegetation will be determined as set forth in the management goals for Type B, C, and D vegetation; however, conversion of cultivated land by the Department or its lessee to other irrigated uses shall not be considered a significant decrease or change. Another primary goal is to avoid significant decreases in recreational uses and wildlife habitats that in the past have been dependent on water supplied by the Department.

Section IV.A also requires irrigated lands continue to be supplied with water such that water related uses existing in runoff year 1981-1982 can continue:

The Department shall continue to provide water for Los Angeles-owned lands in Inyo County in an amount sufficient so that the water related uses of such lands that were made during the 1981-82 runoff year can continue to be made. The Department shall continue to provide water to Los Angeles-owned lands in the Olancho/Cartago area such that the lands that have received water in the past will continue to receive water. Additionally, the Department shall provide water to any enhancement/mitigation projects added since 1981-1982, unless the Inyo County Board of Supervisors and the Department agree to reduce or eliminate such water supply.

Section IV.A allows that irrigation supply may be reduced only with the approval of the Board of Supervisors:

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

The Green Book identifies factors to be considered when determining whether irrigation should be reduced:

...a program to reduce the amount of irrigation water supply for Los Angeles-owned lands may be implemented if such a program is approved by the County Board of Supervisors and the Department. Factors that will be considered in determining if such a program is to be implemented include: 1) water use, supply, and conservation in Los Angeles; 2) flows in the Los Angeles Aqueduct System; 3) surface water runoff conditions; 4) level of groundwater extractions; and 5) extent of well turnoffs implemented for purposes of environmental protection.

The Green Book requires that if a significant change or decrease in vegetation occurs on irrigated land because of a reduction in water supply, the water supply will be increased unless the reduction was agreed to by the County and LADWP:

If a significant decrease or change in vegetation conditions from those which existed during the 1981/82 runoff year is projected to occur because of a reduction in the supply of water to the affected lands, and the reduction is not a result of an agreement of the parties pursuant to Section IV.A of the Agreement, if feasible, the supply of water will be immediately increased to avoid such a decrease or change.

Evaluation of conditions. The Technical Group met on May 8, 2013 and evaluated conditions related to this request. At the Technical Group meeting, LADWP clarified that while the 20% reductions in Laws and Independence-Oak well fields pertained to pumped water, the 10% reduction in irrigation in other areas pertained to both pumped and surface water irrigation supply. In rough terms, according to LADWP, this equates to 1,400 acre-feet in Laws and Independence-Oak well fields, and that the valley-wide reductions would be implemented on a balanced lessee by lessee basis. For example, if a lessee's supply was diminished due to low

runoff in one area, they would not be subject to reduced supply in an area supplied with pumped water. Any reductions to irrigated E/M projects would be included in the accounting or irrigation reductions.

LADWP staff reports that “phase II” watering restrictions are in place in Los Angeles prohibiting or restricting various outdoor water uses. Per capita daily water use in Los Angeles is reported to be 123 gallons per day. Water for Los Angeles comes from a combination of sources including the eastern Sierra, the Colorado River, the Sacramento-San Joaquin Valley, and local groundwater.

The factors relevant to the Technical Group’s evaluation of conditions are mostly given in LADWP’s draft Annual Operations Plan for Runoff Year 2013-14. Water supply for Los Angeles from Los Angeles Aqueduct is expected to be 66,986 acre-feet (AF) according to LADWP’s draft Annual Operations Plan, or about 12% of Los Angeles’s expected needs. Water export from the eastern Sierra Nevada to Los Angeles in 2013-14 is expected to be the lowest on record spanning back to 1935. This year’s runoff for Owens Valley is forecast to be 54% of normal, following 2012’s reported runoff of 57%. The lowest runoff recorded during the period 1935 – 2012 is 52% of normal. Groundwater extraction by LADWP during 2012 was 88,681 AF for the Owens Valley, with 6,990 AF in Laws well field and 8,816 AF in Independence-Oak well field. In their draft Annual Operations Plan, LADWP set out plans to pump 47,370 – 54,660 AF over the period April – September, 2013. Six on/off monitoring sites are in on status (out of 22), which, with exempt wells, provides a pumping capacity of 134,411 AF for runoff year 2013.

Additional considerations are how much pumping will be reduced and what will be the effect on the water table if the proposed reduction in pumping is granted. The draft Annual Operations Plan indicates that 52,800 AF will be used for irrigation during 2013, however only part of this is pumped water. The water table in Laws and Independence-Oak well fields would be the most affected by LADWP’s request, because (1) they request a greater proportional reduction in pumping in those well fields, and (2) pumping for irrigation is relatively high in those well fields. The Water Department’s analysis of the draft Annual Operations Plan produced estimates of the difference in water table elevation that would result if LADWP’s proposal is accepted versus rejected.

In Laws, in eight shallow monitoring wells, a 20% reduction in irrigation pumping (assumed to be 1,440 AF) would result in water tables ranging from 0.06 to 0.77 feet higher than if pumping were not reduced, with an average increase of 0.30 feet. The condition of native vegetation in Laws is poor (see the Water Department’s Annual Report 2011-2012; http://www.inyowater.org/Annual_Reports/Default.htm). The water table in Laws is generally deep needs to recover to reconnect with the root zone, but an increase of 0.30 feet will not measurably improve vegetation condition. In another request, LADWP has requested that water not be supplied to a portion of the McNally Ponds and Native Pasture E/M Project. The proposed water reduction for the McNally Ponds project is approximately 1,500 AF.

In Independence, in six shallow monitoring wells, a 20% reduction in irrigation pumping (assumed to be 1,320 AF) would result in water tables ranging from 0.15 to 1.10 feet higher than if pumping were not reduced, with an average increase of 0.42 feet. Vegetation conditions around Independence are better than around Laws.

Recommendation. In Laws, if LADWP’s request to reduce supply to the McNally Ponds project is agreed to, then that is equivalent to a 20% reduction in irrigation, which, arguably

should be considered pumped water in this context (LADWP argues that surface water is not available from the McNally canals during low runoff conditions). If the County agrees to reduce supply to the McNally Ponds project, then the County should agree to the irrigation reduction in Laws only with the recognition that the requested reduction in Laws is met by the reduction in the McNally Ponds project.

Three circumstances argue against agreeing to the requested reduction in pumping for irrigation:

1. Low runoff conditions are likely to reduce water availability for irrigation this year. This may be partly mitigated for by providing groundwater for irrigation.
2. Water table changes with and without the requested pumping reduction will differ relatively little.
3. If reductions in water supply are projected to cause significant changes or decreases in irrigated vegetation, and the reduction is not a result of an agreement between the County and LADWP to reduce water supply, then water supply must be immediately increased to avoid such a decrease. Thus, if the County agrees to the requested reduction, then the County's ability to seek a future increase in water supplied to mitigate negatively affected vegetation may be diminished.

The Water Department recommends that the Board's action concerning this matter be conveyed to LADWP's Standing Committee members prior to the May 20 Standing Committee meeting.



ANTONIO R. VILLARAIGOSA
Mayer

Commission
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ERIC HOLOMAN, *Vice-President*
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CHRISTINA E. NOONAN
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RONALD O. NICHOLS
General Manager

March 27, 2013

Dr. Robert Harrington, Director
Inyo County Water Department
P.O. Box 337
Bishop, CA 93526-0337

Dear Dr. Harrington:

Subject: Request for the Technical Group to Evaluate Existing Conditions Prior to Inyo/Los Angeles Standing Committee Consideration of Reasonable Reductions in Water Supplied to the McNally Ponds and Van Norman Enhancement/Mitigation Projects during the 2013-14 Runoff Year

The Los Angeles Department of Water and Power (LADWP) anticipates that snowpack runoff during the upcoming 2013-14 runoff year will be substantially below normal. Current snowpack estimates for the Eastern Sierra suggest snowpack runoff will be less than 50 percent of normal. Eastern Sierra snowpack runoff measured between April and September of 2012 was 51 percent of normal.

The Agreement between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County (Water Agreement) provides:

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

On February 8, 2013, the Inyo/Los Angeles Standing Committee agreed that:

"...any request from LADWP for reduction to (enhancement/mitigation) projects be made in writing in a timely manner such that the Board of Supervisors may provide direction to its Standing Committee representatives."

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This letter is LADWP's written request to reduce water supplied to the McNally Ponds Enhancement/Mitigation Project (McNally Ponds Project) to that amount typically supplied to the approximately 195 acre southeast pasture portion during irrigation season. Additionally, LADWP requests that the amount of water supplied to the Van Norman Enhancement/Mitigation Project (Van Norman Project) be reduced to that amount feasibly made available from a submersible pump installed in the well W390 casing.

LADWP hereby requests the Technical Group to evaluate existing conditions as they relate to the McNally Ponds and Van Norman Projects.

Background

McNally Ponds Enhancement/Mitigation Project

The McNally Ponds Project consists of approximately 300 acres of irrigated pasturelands and 60 acres of ephemeral ponds. Water supply to the McNally Ponds Project is authorized to be from well W249 or the McNally Canals, with wells W376, W377, W385, and W386 designated as make-up water sources for water supplied to the project. Portions of the McNally Ponds Project are anticipated to not have a viable water supply source during the 2013-14 runoff year, pursuant to its 1985 evaluation, the 1986 Laws/Poleta Enhancement/Mitigation Projects description, and the Water Agreement. The well designated to supply the McNally Ponds Project is in "turn off" status pursuant to Water Agreement Section V.B. There are no other wells expected to be in "turn on" status during the 2013-14 runoff year which could feasibly supply the northwestern 107 acre pasture or the ponds portions of the McNally Ponds Project (other wells are available to supply the southeastern 195 acre portion of the McNally Ponds Project this year).

The McNally Canals, the only other designated direct source of water for the McNally Ponds Project, will not be operated this year pursuant to Water Agreement Section IV.A which states that "(t)he Department shall continue to operate canals in accordance with its practices from 1970 (past practices have included taking canals out of service for maintenance and for operational purposes)". LADWP has not operated the McNally Canals in years of very low snowpack runoff such as this current year.

Van Norman Enhancement/Mitigation Project

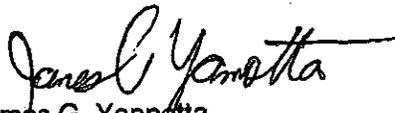
The Van Norman Project consists of 160 acres of pasture, which is irrigated from well W390. The project was evaluated by the Inyo/Los Angeles Standing Committee in 1986. Well W390 has reached the end of its serviceable life and there is currently no other feasible supply of water for the Van Norman Project. A replacement well for W390 was drilled in 2012 and is expected to be fully equipped during the current runoff year, but is not yet operational. A limited

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amount of water has been supplied to the project though a temporary submersible pump installed in the W390 well casing, but the volume of supply to the project is substantially reduced. Recent testing of well W390 in preparation of the 2013 irrigation season found the well was unable to sustain 135 gallons per minute for more than a few minutes. LADWP is in the experimenting with smaller submersible pumps, but does not expect well W390 to be able to produce more than a few dozen gallons per minute.

Please contact Mr. Robert P. Prendergast of my staff at (760) 873-0209 or robert.prendergast@ladwp.com for any additional information you may require in preparation of a Technical Group review of existing conditions as they relate to these projects.

Sincerely,



James G. Yannotta
Manager of Aqueduct

c: Honorable Tom LaBonge, Councilmember, Fourth District
Commissioner Christina E. Noonan
Commissioner Jonathan Parfrey
Ms. Linda Arcularius, Inyo County
Mr. Rick Pucci, Inyo County
Mr. Kevin Carunchio, Inyo County
Mr. Michael Prather, Inyo County Water Commission
Ms Teri Red Owl, Inyo County Water Commission
Mr. Randy Keller, General Counsel, Inyo County
Mr. Robert P. Prendergast



Staff Report

To: County of Inyo Board of Supervisors

From: Water Department staff

Date: May 8, 2013

Re: LADWP request to Standing Committee regarding water supply for McNally Ponds E/M Project and Van Norman E/M Project

Introduction. This report provides background and staff recommendations on the McNally Ponds and Van Norman Enhancement/Mitigation Projects to assist your Board in addressing a request from LADWP to reduce the water supply to the project. In a letter from March 27, 2013, LADWP “requests the Technical Group to evaluate existing conditions as they relate to the McNally Ponds and Van Norman Projects.” For the McNally Ponds project, LADWP requests that water supply be limited to the southeastern portion of the project. For the Van Norman project, LADWP requests that the water supply be limited to the amount that can be feasibly made available from a submersible pump installed in the well W390 casing.

Water Agreement provisions. The sections of the Water Agreement relevant to modifying E/M projects are Section IV.A and Section X. Section IV.A (Vegetation Management Goals and Principles):

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

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

Section IV.A allows temporary reductions in water supplied to Los Angeles-owned lands, specifically including E/M projects, due to drought conditions. Section IV.A refers to “successive dry years” as a criterion that may prompt the County and LADWP to reduce water supplied to E/M projects. The Technical Group met on May 8, 2013 and discussed conditions relevant to this request. LADWP’s draft Annual Owens Valley Report 2013 indicates that runoff for 2012-2013 was 57% of normal, runoff for April, 2012 through September, 2012 was 51% of normal, and runoff for 2013-2014 is forecast to be 54% of normal. The driest two year period in terms of Owens Valley runoff is 1960 and 1961, when both years were 52% of normal. If the present forecast holds true for 2013, 2012 and 2013 would be the second driest two year period. It is clear that runoff years 2012 and 2013 constitute successive dry years, and that they rival the driest two year period in the record since 1935.

McNally Ponds Project. The June 27, 1985 scoping document states that the project's purpose is:

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

The scope of the project consists of:

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

Figure 1 shows Laws area E/M projects, related production wells, and diversions relevant to the portion of the project west of highway 6. The McNally Ponds Project consists of two components, irrigated pasture southeast of Laws, and irrigated pasture and waterfowl ponds west of Highway 6. LADWP's request concerns the part of the project west of Highway 6.

The McNally Ponds Project was originally planned to be supplied by diversion from the Owens River through the Lower McNally Canal, with W249 as an alternative supply, and that the water used by the project would be made up by a new well or wells located south of the Laws return ditch. These new wells were constructed and designated W376 and W377. They have been run sporadically to supply the southeastern part of the project. The CEQA analysis for this project was done in combination with the Laws-Poleta Native Pasture Project (shown on Figure 1). The CEQA document described additional wells located at the gravel plant west of Five Bridges Road to supply replacement water for river water diverted to the western portion of the project. These wells were designated W385 and W386. The 1991 EIR concluded that wells W385 and W386 caused adverse impacts to native vegetation. These impacts are mitigated by the Five Bridges Revegetation Project (Figure 1). W385 and W386 have not been operated since the early-1990s. LADWP is currently planning to install liners in W385 and W386 to reduce the effects of the wells on the shallow aquifer. The CEQA document also identified two new wells along the Upper McNally Canal to supply the southeastern portion of the McNally Ponds Project and the Laws-Poleta Native Pasture Project. These wells were designated W387 and W388, and were never linked to an on/off monitoring site, nor were they exempted from on/off by the Technical Group. They have been run annually to supply irrigation water in the E/M projects in the southeastern part of Laws. Additionally, other wells along the Lower McNally Canal have been used to supply the project, either when in on-status or when they were exempted from the Water Agreement's on/off well management provisions under the 2007-2009 interim management plan. During periods of high runoff, or when LADWP was ordered by the Court to spread water in Laws, the McNally Ponds were supplied with water from the Owens River.

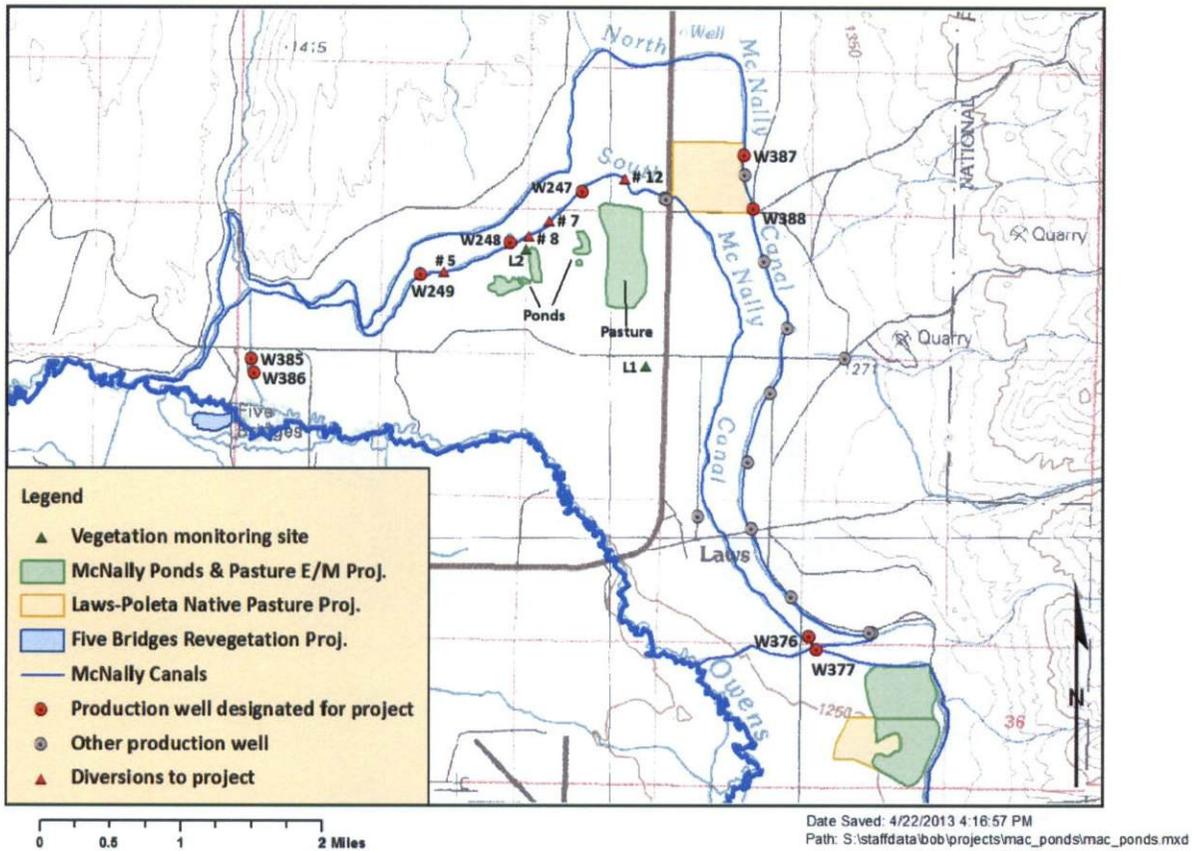


Figure 1. Laws area, showing mitigation projects, supply wells, and diversions to the westerly portions of McNally Ponds Project.

In their annual Owens Valley report, LADWP reports water use for the McNally Ponds separately from irrigated pasture component of the project, which they include with the Law-Poleta Native Pasture E/M Project. This makes good sense from a water tracking perspective, but it does make the reporting inconsistent with the description of the project in the 1985 scoping document and the 1991 FEIR.

In some years, the McNally Ponds have not been supplied with water. Table 1 gives the annual amount of water supplied to portion of the project west of Highway 6 (McNally Ponds) and the pastures in southeastern Laws (McNally/Laws Poleta Native Pasture). According to LADWP's annual Owens Valley reports, for runoff-years 2007-08, 2008-09, and 2009-10, LADWP did not supply water to the McNally Ponds and did not obtain the agreement of the Board of Supervisors or the Standing Committee. In 2012, the Standing Committee agreed to reduce water supply for the project. LADWP's present request to reduce supply to the McNally Ponds is similar to last year's request.

Until 2001, under the provisions of the Drought Recovery Policy, the Standing Committee approved annual pumping plans each spring. During some low-runoff years, the annual pumping plan contained provisions for reduced water supply to some E/M projects including the McNally Ponds. Thus, it is not unprecedented for the Board of Supervisors, acting through the Standing Committee's approval of the annual pumping plan, to approve reductions in water supplied to the McNally Ponds.

Table 1. Water supplied to McNally Ponds and McNally/Laws-Poleta Native Pasture E/M Projects (source: LADWP Annual Owens Valley reports). Expected supply derived from Standing Committee scoping documents.

Runoff year	McNally Ponds (acre-feet)	McNally/Laws Poleta Native Pasture (acre-feet)
2005	1,522	1,269
2006	1,491	1,241
2007	0	1,396
2008	0	1,320
2009	0	1,764
2010	368	1,267
2011	857	2,306
2012	0	1,460
Expected	1,500	900+660=1,560

The following options are available:

- Supply the project with surface water. LADWP could divert water from the Owens River to supply the project via the Lower McNally Canal. Because of low runoff conditions and the conveyance losses that are incurred by supplying water via the canal, LADWP does not desire to divert water into the canals. It is consistent with LADWP's past practice to not divert water from the river into the canal during a dry year such as at present.
- Reduce or eliminate the water supplied to the project. The Board of Supervisors and LADWP, acting through the Standing Committee, may agree to reduce or eliminate the water supply to the project, as provided for by the Water Agreement. Water Agreement section IV.A requires that conditions of low runoff must be present to justify reducing the project's water supply. Although the Technical Group has not met and made such a finding, it is clear that 2012 and 2013 are dry years.
- Reduce or eliminate the water supplied to the project and supply the water elsewhere. In exchange for reducing the water supply to the McNally Ponds project, the Standing Committee may agree to supply water elsewhere. Last year, the Technical Group discussed diverting water off of the Bishop Creek Canal to the area between Riverside Drive and the Owens River, but LADWP was unwilling to do so without a source of pumped water to replace diversions from the canal.
- Exempt wells from on/off to supply the project. Wells that could supply the project are in "off-status" according to the Water Agreement's well management criteria. The Technical Group may permanently exempt wells from on/off well management for the purpose of supplying the project. Concerning well exemptions, the Water Department has asserted at the Technical Group that CEQA is may be required before the Technical Group can act to exempt wells from on/off management. Since no such CEQA analysis has been done, the Technical Group should not proceed to exempt wells to supply the project. Additionally, the Water Agreement provides, "[w]ells that have been turned off could also be turned on if the Technical Group determines that the implementation of mitigation warrants such action" (section V.C). LADWP has not explicitly proposed either permanent or temporary operation of off-status wells to supply the

McNally Ponds project. Moreover, vegetation and water table conditions in the Laws area are in poor shape and additional pumping would exacerbate these conditions.

Recommendation: Agree to reduce the water supplied to the McNally Ponds project as requested by LADWP on the condition that water is supplied elsewhere from the Bishop Creek Canal to pastures between the Bishop Creek Canal and Owens River. This would provide benefits similar to the project without incurring conveyance losses on the Upper McNally Canal.

Van Norman Project. The 1986 scoping document for the Richards and Van Norman Fields Project states the project will “reestablish abandoned pasture land removed from irrigation in 1964, and provide water to native vegetation lands east and north of Lone Pine.” The scope of the project is to:

Provide a water supply to an existing Department lessee for approximately 320 acres of native vegetation located easterly and north of the town of Lone Pine. The Department lessee will reactivate old abandoned ditches and construct new ditches and outlets if necessary in order to spread water to the 320 acres of native vegetation.

The Van Norman Field and Richards Fields are each approximately 160 acres. According to the scoping document, each field was allotted 320 acre-feet per year (AFY). The water allotment for the Van Norman and Richards Fields was increased to 480 acre-feet/year by the Standing Committee in 1989.

Figure 2 shows the locations of E/M projects and LADWP production wells near Lone Pine. The Van Norman Project is supplied by well W390. Because W390 has lost most of its production capacity over the last several years, in 2012 LADWP drilled a new well to replace W390. The new well has not been equipped with a pump or plumbed into a distribution system for the project, and LADWP anticipates that the new well will not be operational until sometime later this runoff-year. Until the new well is operational, W390 is the only feasible source of water for the Van Norman Project, so LADWP is requesting that the Board and Standing Committee agree that the project supply be limited to that which can be withdrawn from a small submersible pump in W390.

The Van Norman Project generally has not received its full allotment of water. Table 2 shows the annual pumping for the project since its inception. In 2005 and 2006 the project received approximately its full allotment of 480 acre-feet. In all other years, water supplied to the project fell well short of the allotment.

Options for this project are more limited than for the McNally Ponds Project, because the only feasible source of water for the project is one proposed by LADWP.

Recommendation: Agree to reduce water supplied to the project as proposed by LADWP on the condition that additional surface water be provided to the Richards Field Project, that the allotment for the Van Norman project be increased to include up to 30 AFY to accommodate the expansion of the High School Farm, and that the new well be plumbed so that it can provide water to the High School Farm.

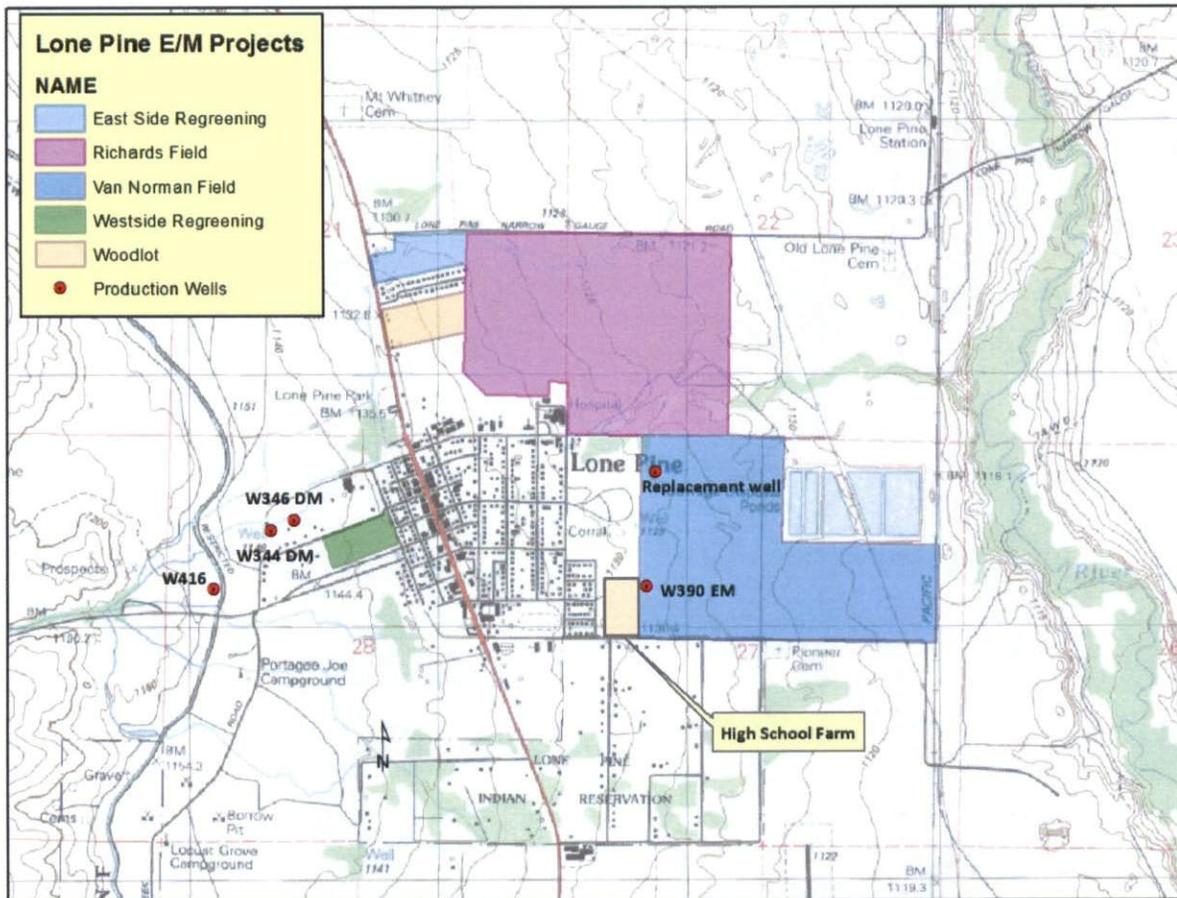


Figure 2. E/M projects in Lone Pine area and LADWP production wells.

Table 2. W390 pumping. W390 is the only source of water for the Van Norman Project and W390 does not pump for any other purpose.

Runoff year	Well W390 pumping (acre-feet)	Runoff year	Well W390 pumping (acre-feet)
1987	296	2001	273
1988	324	2002	335
1989	410	2003	395
1990	332	2004	337
1991	366	2005	474
1992	333	2006	512
1993	360	2007	306
1994	318	2008	28
1995	212	2009	147
1996	248	2010	102
1997	253	2011	116
1998	233	2012	97
1999	287	Project allocation	480
2000	308		

Attachment A. 1991 EIR provisions related to McNally Ponds E/M Project

Table 4-3, Enhancement/Mitigation Projects Implemented or Committed to Between 1970 and 1990.

The McNally Ponds Project is listed as a project that was first implemented in 1986-1987, which receives a Normal Year Water Supply of 4,000 AF.

Table 5-3, Enhancement/Mitigation Projects, 1985 to 1990. Describes the project:

McNally Ponds Project: Provides water for 300 acres during the spring and summer months to mitigate and sustain vegetation, and to provide water to 60 acres of ponds during the fall months for waterfowl habitat.

Section 7.3 Summary of Impacts and Mitigation Measures.

Impact mitigated:

10-18. Significant adverse vegetation decrease and change have occurred in the Laws area due to a combination of factors, including abandoned agriculture, groundwater pumping, water spreading in wet years, livestock grazing, and drought.

Mitigation Measures:

Approximately 140 acres will be revegetated within the Laws area, which has lost all or part of its vegetation cover due to increased groundwater pumping or to abandonment of irrigation operations to supply the second aqueduct. These areas are shown on Figures 10-8A through L.

In the 1970s, LADWP started the Farmer's Pond environmental project. In the mid-1980s, LADWP and Inyo County implemented the Laws-Poleta Pasture Land, Laws Museum, and McNally Ponds enhancement/mitigation projects in the Laws area totaling approximately 541 acres of pasture land. The location of these projects is described in Chapter 5.

The area where it is suspected that groundwater pumping during the recent drought has caused decreases or changes in vegetation is being monitored by Inyo County and LADWP. Groundwater pumping has been reduced in the area. Should it be determined that any significant decreases or changes have occurred, the area will be mitigated under the Agreement.

The 1991 EIR identified a significant impact resulting from the operation of wells W385 and W386 supplying E/M projects in the Laws area. Impact 10-12:

Vegetation in an area of approximately 300 acres near Five Bridges Road north of Bishop was significantly adversely affected during 1988 because of the operation of two wells, to supply water to enhancement/mitigation projects.

Between 1987 and 1988, two wells in the Five Bridges area that were pumped to supply water to enhancement/mitigation projects contributed to a lowering of the water table under riparian and meadow areas along Owens River. Approximately 300 acres of vegetation were affected, and within this area, approximately 36 acres lost all vegetation due to a wildfire.

was mitigated for by mitigation measure 10-12:

Water has been spread over the affected area since 1988. By the summer of 1990, revegetation of native species had begun on approximately 80 percent of the affected area. LADWP and Inyo County are developing a plan to revegetate the entire affected area with riparian and meadow vegetation. This plan will be implemented when it has been completed.