

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.

July 16, 2013

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **PERSONNEL [Pursuant to Government Code §54957].** Public Employee Performance Evaluation – Title – County Administrator.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** - *Owens Valley Committee v. County of Inyo; Inyo County Board of Supervisors, et al.; CG Roxanne, LLC, and Does 21 through 100,* Inyo County Superior Court Case No. SICVPT 1354991.

10. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

OPEN SESSION

11. **PLEDGE OF ALLEGIANCE**

12. **PUBLIC COMMENT**

13. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CONSENT AGENDA (Approval recommended by the County Administrator)

14. **COUNTY ADMINISTRATOR**

Advertising County Resources – Request approval to pay the Bishop Mural Society \$750 for the design/graphic work for the proposed Fallen Heroes Memorial Mural which is a 2012-13 Community Project Sponsorship Grant Project.

15. **Advertising County Resources** - Request approval to pay the Bishop Area Chamber of Commerce and Visitors Bureau \$4,000 for the 2013 Blake Jones Trout Derby and \$4,750 for the 2013 California High School Rodeo State Finals Championship which are 2012-13 Community Project Sponsorship Grant Projects.

16. **Integrated Waste** – Request approval of a purchase order to Dave's Auto Parts in the amount of \$12,000 for maintenance of landfill equipment, contingent upon the Board's adoption of a FY 2013-14 budget.

17. **Integrated Waste** – Request approval of Amendment No. 5 to the Contract between the County of Inyo and Geo-Logic Associates, Inc., for solid waste technical services, to increase the Contract by \$340,355 for a total amount not to exceed \$1,322,462, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PLANNING

18. Request approval of the Memorandum of Agreement between the Bureau of Land Management, U.S. Fish and Wildlife Service, National Park Service, U.S. Geological Survey, Nye County Nevada and Inyo County for maintaining a groundwater monitoring network in the Death Valley Regional Flow System, California and Nevada; and authorize the Chairperson to sign.

19. Request approval of Amendment No. 5 to the Contract between the County of Inyo and Daniel B. Stephens & Associates, Inc., to amend the Scope of Work to include the additional tasks as outlined and to increase the Contract limit by \$4,230.50 to a total not to exceed \$169,360.14, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign.

PROBATION

20. Request approval of a proclamation declaring July 21 through 27, 2013 as Probation, Parole and Community Supervisor Week in Inyo County.

PUBLIC WORK

21. Request Board approve the Plans and Specifications for Phase I of the CSA No. 2 Sewer Rehabilitation Project and authorize the interim Public Works Director to advertise and bid the Project.

22. Request Board reject all bids received for the Agriculture Department Storage Building Construction Project and authorize the Interim Public Works Director to re-advertise and re-bid the project.

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

23. **COUNTY ADMINISTRATOR** – Request Board consider correspondence reaffirming the County of Inyo's position supporting the designation of the Alabama Hills as a National Scenic Area; and authorize the Chairperson to sign if the Board approves the letter.
24. **AUDITOR-CONTROLLER** – Request Board authorize the extension of the temporary employment of one Account Clerk II at Range 051PT Step A (\$14.21/hr.) not to exceed December 2, 2013, contingent upon the Board's adoption of a FY 2013-14 budget.
25. **HEALTH AND HUMAN SERVICES – Public Health Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Administrative Secretary exists in Health Budgets and Health Grants, as certified by the Health and Human Services Director, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one full-time Administrative Secretary I, Range 56 (\$2,989 – \$3,618) or Administrative Secretary II, at Range 60 (\$3,271 - \$3,973), contingent upon qualifications.
26. **HEALTH AND HUMAN SERVICES – EASTERN SIERRA AREA AGENCY ON AGING** – Request Board approve the Contract between the County of Inyo and the California Department of Aging for regional services for seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$262,606 for the period of July 1, 2013 through September 30, 2013, and authorize the Chairperson to sign the Agreement and Contractor/Vendor Confidentiality Statement.
27. **HEALTH AND HUMAN SERVICES – EASTERN SIERRA AREA AGENCY ON AGING** – Request approval of the Contract between the County of Inyo and the California Department of Aging for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$437,117 for the period of October 1, 2013 through June 30, 2014; and authorize the Chairperson to sign the Agreement and Contractor/Vendor Confidentiality Statement and the Contractor Certification Clauses.
28. **ROAD DEPARTMENT** – Request Board ratify and approve the Agreement between the County of Inyo and Cascade Software Systems, Inc., for the provision of software maintenance and support services for the Road Department's Cost Accounting Program, (CAMS) in an amount not to exceed \$12,621.46 for the period of July 1, 2013 through June 30, 2014, contingent upon the Board adoption of a FY 2013-14 budget; and authorize the Chairperson to sign.
29. **PUBLIC WORKS** - Request approval of Amendment No. 4 to the Contract between the County of Inyo and Quincy Engineering, Inc., for the provision of engineering in the amount of \$154,142 for the Sabrina Bridge Replacement Project, increasing the total amount of the Contract from \$838,632 to \$992,774, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. (*Amendment to be provided during the discussion.*)
30. **COUNTY COUNSEL** – Request approval of the contracts between the County of Inyo and the following 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: A) Liebersbach, Mohun, Carney & Reed for the provision of legal services in an amount not to exceed \$50,000; and authorize the Chairperson to sign; and B) Amendment No. Three to the Contract with C.G. Roxane LLC to amend the scope of work to provide for reimbursement of all costs, including costs for outside attorney's fees and costs, incurred by the County in connection with the case and increase the Contract limit by \$60,000 to an amount not to exceed \$568,507; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained. (*4/5's vote required.*)
31. **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.
32. **COUNTY ADMINISTRATOR** – Request your Board A) approve Amendment #1 to the Memorandum of Understanding between the County of Inyo and the Superior Court of California, Inyo County, as it pertains to Juvenile Dependency Counsel Costs and Responsibilities, and authorize the County Administrative Officer to sign contingent on signatures by the Court, and B) authorize the County Administrator, on behalf of the County, to exercise the Termination of Juvenile Dependency Costs Arrangement clause contained in the proposed amendment if, in the future, he determines it is in the County's interests to do so.

33. **CLERK OF THE BOARD** – Request approval of the minutes of the June 25, 2013 Board of Supervisors Meeting.

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

- 10:30 a.m. 34. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board A) conduct the first of three workshops regarding Inyo Recycle and Integrated Waste Program to discuss related issues, with the focus on solid waste disposal and B) provide direction to staff regarding potential program changes.
- 11:45 a.m. 35. **SHERIFF** - Request Board enact an ordinance titled “An Ordinance of the County of Inyo, State of California, Amending Section 10.36.90 of the Inyo County Code to Authorize Removal of Vehicles in Violation of that Section” which will allow for the removal of vehicles parked for more than seventy-two hours.
- 1:00 p.m. 36. **COUNTY ADMINISTRATOR** – Request Board conduct a workshop with staff regarding the Bishop Consolidated Office Building and provide direction to staff with respect to dates for community meetings, the community meetings presentation, the preliminary space plan, and other preferences related to building design and term sheet.
37. **COUNTY ADMINISTRATOR** – Request approval of Amendment No. 7 to the Exclusive Negotiation Agreement for the Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises, extending the Phase 1 expiration date to a date determined by your Board; and authorize the Chairperson to sign.
38. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board A) conduct the second of three workshops regarding Inyo Recycle and Integrated Waste Program to discuss related issues with the focus on recycling; and B) provide direction to staff regarding potential program changes.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

39. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

40. **TREASURER-TAX COLLECTOR** – Treasury Status Report for the Quarter ending June 30, 2013.
41. **SHERIFF** – Sheriff and Jail Overtime Report for the month of May, 2013.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentation and Payment to the Bishop Mural Society for successfully completing a 2013 CPSP project.

DEPARTMENTAL RECOMMENDATION: Request your Board approve a final payment of \$750 to the Bishop Mural Society for the design/graphic work for the proposed Fallen Heroes Memorial Mural, a 2012-13 Community Project Sponsorship Grant project funded from the 2012-2013 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Bishop Mural Society was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$1,500 in February of 2013 for the design phase of the Society's next mural. The Mural Society selected Maryann Thomas to create the design for the planned Fallen Heroes Memorial Mural. The design is attached. With the design in hand, the Society is now raising funds to complete the mural, which will be located on the south wall of the Culver Sporting Goods building, in Bishop (see attached Final Report).

After contracts were finalized, half the grant funds (\$750) were disbursed to the Bishop Mural Society. The Society included an Inyo County sponsorship credit in the mural design. The Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$750.

ALTERNATIVES: The Board could deny the request.

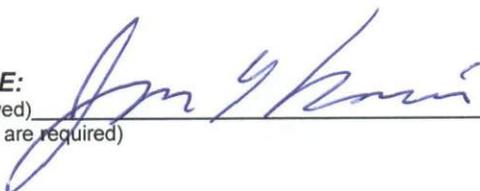
OTHER AGENCY INVOLVEMENT: County Counsel, County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2012-13 Advertising County Resources Budget (011400), Professional Services (5265).

| APPROVALS | |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: N/A | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) 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>YAS</u> Date <u>7/3/13</u> |
| PERSONNEL DIRECTOR: N/A | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

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



Date: 7-8-13

Bishop Mural Society



We're Painting the Town!

June 14, 2013

Dear Jon Klusmire and Inyo County Board of Supervisors:

Please accept our sincere gratitude for the Community Project Sponsorship Program grant to create a design for our next mural. This letter can be considered our final report.

The board has approved a design by Maryann Thomas. A photograph of the mock-up, including acknowledgement of the county's support is enclosed here. Also included is a photo showing how it will appear on the wall.

This design reflects a great deal of thoughtful discussion with many stakeholders on the project's intended message. We feel satisfied that this will be a clear and positive statement in honor of local law enforcement and other personnel who have lost their lives in service to the community.

Our plan is to include a section of commemorative bricks to honor selected fallen heroes. The bricks would be lined up at the base of the painting. We are currently working out a plan as to how individual's names will be chosen.

We are now in the fundraising phase for the "Fallen Heroes Memorial Mural" itself. You will be hearing more about it as we progress.

Thank you for your part in making this vision a reality.
Sincerely,

Patricia Holton

Please direct any further questions to :

Gail Swain at 760-872-2428
Andrea Shallcross at 760-873-7360
Maryann Thomas at 760-258-1177

In Remembrance of our Fallen Heroes



Dedicated to Richard Eugene Perkins

Sponsored in part by Inyo County

17



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|--------------------------------------------------|
| For Clerk's Use Only: AGENDA NUMBER 15 |
|--------------------------------------------------|

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Bishop Area Chamber of Commerce & Visitors Bureau for the 2013 Blake Jones Trout Derby and the California High School Rodeo State Finals Championship.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments, from the 2012-13 Advertising County Resources budget, 011400, to the Bishop Area Chamber of Commerce and Visitors Bureau for successfully completing the following two Community Project Sponsorship Grant projects: \$4,000 for the 2013 Blake Jones Trout Derby; \$4,750 for the 2013 California High School Rodeo State Finals Championship.

SUMMARY DISCUSSION: The Bishop Chamber of Commerce was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$8,000 in February of 2013 to help sponsor the 2013 Blake Jones Trout Derby at Pleasant Valley Reservoir and the Owens River. After contracts were finalized, half the grant funds (\$4,000) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$4,000 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event in ads that ran in numerous regional outdoor and fishing publications, and other promotional material. On March 16, 2013, about 641 anglers registered for the derby, which is about 26 percent higher than in 2012, organizers said (total attendance was higher, thanks to a large number of families that attended). About 75 percent of the derby participants came from outside the county. Weather and fishing conditions were excellent, with plenty of well-stocked waters. There was extensive media coverage before and after this traditional, 46th annual derby. Besides fish, anglers took home approximately \$10,000 in prizes donated by the businesses that co-sponsored the event. More than 30 volunteers provide critical and friendly staffing at the event. This is a great kick-off to the trout season, organizers noted.

The Bishop Chamber of Commerce was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$9,500 in February 2013 to help host the 2013 California High School Rodeo State Finals Championship. After contracts were finalized, half the grant funds (\$4,750) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for the remaining \$4,750 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event. In June 2013, about 243 high school rodeo athletes arrived in Bishop. The athletes, their families, fans, friends and spectators spent a week in Inyo County and competing at the Tri-County Fairgrounds. Once again, the Chamber, local businesses, and the community provided outstanding support for the event in the form of volunteer hours, donations and creating an exceptional experience for the high school athletes and everyone else associated with this prestigious championship event. (The Rodeo Finals will be held in Bishop through 2016.)

ALTERNATIVES: The Board could deny the requests.

OTHER AGENCY INVOLVEMENT: County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2012-13 Advertising County Resources Budget (011400), Professional Services (5265).

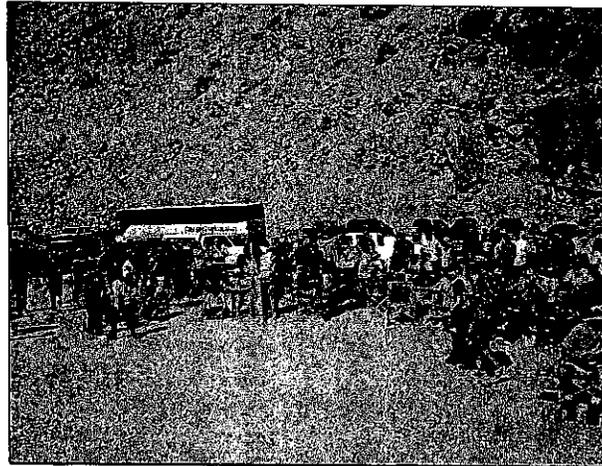
APPROVALS

| | |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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: | 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>405</u> Date <u>7/10/13</u> |
| 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)
(The Original plus 20 copies of this document are required)

 Date: 7/10/13

Inyo County Community Project Sponsorship Program
2013 BLAKE JONES TROUT DERBY
FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES



First, **THANK YOU** for your continued support of this important event! Without the assistance of Inyo County and help from our many co-sponsors & volunteers, the continuation of the Blake Jones Trout Derby might not be possible.

2013 Blake Jones Highlights

- Increased participation – 26% higher than 2012. A total of 641 people registered. Good mix of local and out of the area participants: 25% local/ 75% came from outside of Inyo County.
- Increased numbers of families fishing together.
- Excellent Fishing Conditions – *waters were well stocked which makes for happy customers!*
- Great local and out of the area press coverage prior to and following event.
- Maintained impressive level of co-sponsorship of prizes – approximately \$10,000 in donated equipment, merchandise and gift certificates awarded
- Maintained awesome level of volunteer support – *more than 30 individuals donated time to help set-up & clean-up, register & check-in participants, weigh fish & other duties.*

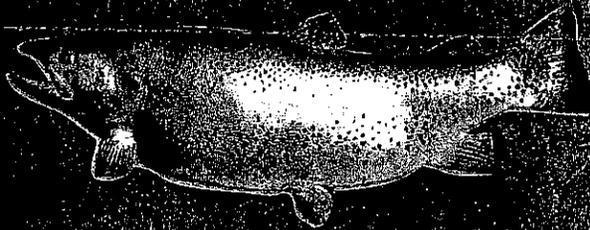
The Blake Jones Trout Derby produces an excellent ROI for Inyo County. Many participants stay in Inyo County campgrounds, plus they dine and shop in area businesses from Lone Pine to Bishop. In addition to immediate financial returns, the event serves to encourage year-round visitation to the Eastern Sierra. In 2013, we celebrated the 46th anniversary of the Blake Jones Trout Derby and we hope to continue to host the event for many years to come.

Once again, thank you!

Blake Jones TROUT Derby

ONE OF
CALIFORNIA'S
BIGGEST SINGLE
DAY TROUT
FISHING EVENTS

An early opener tradition for more than 40 years



Saturday March 16, 2013

At Pleasant Valley Reservoir

8 miles north of Bishop

Blind Bogey Format

Prizes-Cash, Float Tubes, Rods & Reels,
Tackle and More!

Categories for Children & Adults



**Bishop Area Chamber of Commerce &
Visitors Bureau**

www.bishopvisitor.com

760-873-8405

Celebrate The General Trout Season Opener in Bishop Rainbow Trout Festival

Saturday April 27th, Bishop City Park

Fish Displays

HUGE Raffle Live Music Demonstrations Kids Games

FREE REGISTRATION

Register and Display Fish 2:00 to 6:30 pm

Prizes Awarded at 7:00 pm

Special just for fun Prizes for: Biggest Fish, Best Stringer,
Prettiest and Ugliest Fish

Hosted by the

**Bishop Area Chamber of Commerce
& Bishop Lions Club**

For More Information Call 760-873-8405



Inyo County Community Project Sponsorship Program

2013 CHSRA STATE FINALS RODEO

FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES



The Bishop Area Chamber of Commerce & Visitors bureau is very proud to be part of such an amazing event, and we know you feel the same! For the past nine years, California High School Rodeo has chosen Bishop as the site for their prestigious State Finals Championship, and thanks to our community's hard work and dedication, they'll be coming back through 2016!

The Bishop Chamber plays a vital role in bringing CHSRA to the "Other Side of California." Inyo County CPSP Grant Funding allows us to do an excellent job in fulfilling the contractual arrangement with CHSRA. Our organization is responsible for providing lodging for judges, hosting the welcome dinner, providing t-shirts & welcome gifts for contestants, plus coordinating all volunteer ticket sellers, check-in personnel and notary publics.

2013 CHSRA State Finals Rodeo Highlights

- 243 Contestant Athletes, plus families, friends & fans spent the week in Inyo County.
- Welcome Dinner was a HUGE Success - we served 800 people in less than one hour!
- Inyo County was recognized as a co-sponsor in several ways: local newspaper, local radio, at welcome barbecue, in rodeo program, and by logo placement on award trailers.
- Excellent support by volunteers for set-up, decorations, meal preparation, serving & clean-up, ticket sellers, check-in personnel and notary public service. 73 volunteers provided 240 hours of volunteer service. Our volunteers are "priceless," but for the sake of demonstrating how Inyo County CPSP funds are leveraged, we estimate the value of the volunteer labor to be \$3,600 (at \$15/hr.).
- Generous discounts and donations provided by many co-sponsors helped to minimize event expenses. Most lodging for judges was donated by area hotels/motels; Erick Schat's Bakkerly provided bread and pastries for dinner, plus Queen's tea; all sodas, iced tea & lemonade were donated by local distributors; McDonald's provided salads; Vons contributed paper goods and Ice Cream; Mammoth Brewing donated root beer for the floats. BP Distributing sold us the meat at cost. We estimate the total value of donations to be \$16,125 for 2013 – further demonstrating that Inyo County CPSP funds were matched with solid support from the local business community.

Our community solidly supports the CHSRA State Finals Rodeo and the Bishop Chamber is certainly thankful for Inyo County's continued support of the project.

Our community has done an excellent job of "rolling out the welcome mat" for these fine young athletes and their families and we are pleased to have the opportunity to continue to do so in the future.

Thank you for your continued support of this important project that is beneficial to our local economy and to the true community spirit of our region!

The Bishop Area Chamber of Commerce & Visitors Bureau is grateful to our many co-sponsors and volunteers that help us to provide hospitality to CHSRA. The County of Inyo, City of Bishop, plus dozens of local businesses and individuals help to provide the welcome dinner, contestant t-shirts, goody bags, lodging for judges, ticket sales & gate security. This is solid proof that our community loves kids & loves rodeo!

2013 Trailer Sponsors:

Cal-Fire & CDC • Inyo County • Coso Operating Company
 Eastern Sierra Tri-County Fair • L.A.D.W.P.
 Bishop Chamber of Commerce and Visitors Bureau
 Paiute Palace Casino • Eastern Sierra Community Bank
 Bishop Creek Chevron/Bishop Creek Automotive Center
 Dewey Past Control • Dusty's Pets



2013 Buckle Sponsors

Lions Club
 Dink and Bev Morton
 St Ranch Tatum Family
 Allen Garage Doors
 Mike and Michelle Allen
 Rick and Mary Pucci
 Toms Place Mike and Michelle
 Mark and Brenda Lacey and girls
 Side Door
 Mike Kelley and Family

Carol Bunce and Terri Giovanni
 Jim and Donna Tatum Osprey lure
 Chuck and Mary Mae Kilpatrick
 Bud and Jerry Moody
 Calvary Baptist Church
 Clair Construction Doug and Karen
 Bill Carter and Family
 Lovelace Family
 Symons Ambulance
 Webster Family

2013 State Finals Event Sponsors

Cutting

VE Smith Inc.
 Karen Brody
 Tim Smith
 Byron Feed
 Phase-A-Matic, Inc.
 Monty Buntin Cutting Horses
 Terry and Margaret Hughes
 J.D. Wesson and Associates, Inc.

Team Roping

Fairlea Ranch

Barrel Racing

Fairlea Ranch

The CHSRA State Finals is a **LARGE** undertaking.

It would not be possible without many working hands and generous hearts.

Many thanks to those who help make it possible.





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER


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

FROM: Solid Waste

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Authorization to issue blanket purchase order to Dave's Auto Parts for maintenance of Landfill Equipment.

DEPARTMENTAL RECOMMENDATION: Authorize the issuance of blanket purchase order to Dave's Auto Parts in the amount of \$12,000.00 from the Solid Waste Budget 045700, Object Code 5173 contingent upon the adoption of the 2013/2014 budget.

SUMMARY DISCUSSION: Inyo County Integrated Waste Management (Waste Management) is requesting authorization to open a blanket purchase order for Dave's Auto Parts that typically exceeds \$10,000 in annual purchases to Waste Management. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

ALTERNATIVES: Your Board could choose not to authorize the issuance of the blanket purchase order or modify the amount. In the event that the blanket purchase order is not issued, the procedure of preparing purchase orders for the individual purchase would be used.

FINANCING: Included in the Solid Waste budget for the 2013/2014 fiscal year budget.

APPROVALS

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/1/2013</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/8/13</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: 7/11/13
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: Integrated Waste Management Program (IWM)

FOR THE BOARD MEETING OF: July 9, 2013

SUBJECT: Approval of Amendment No. 5 to the Geo-Logic Associates, Inc. Technical Services Contract

DEPARTMENTAL RECOMMENDATION:

Request that your Board: 1.) Approve Amendment No. 5 to the contract between the County of Inyo and Geo-Logic Associates, Inc. (formerly Vector Engineering, Inc.) for Solid Waste Technical Services, increasing the contract by \$340,355 for a total of \$1,322,462; and, 2.) Authorize the Chairperson to sign the Amendment No. 5 subject to and contingent upon obtaining all appropriate signatures and upon the adoption of the 2013/2014 preliminary budget and the 2013/2014 fiscal year budget and future County budgets.

SUMMARY DISCUSSION:

With adoption of the new FY 2013/2014 County budget, the Inyo Recycling and Integrated Waste Management Program will be entering year four (4) of a five (5) year Professional Services Contract with Geo-Logic Associates, Inc., located in Grass Valley, CA. This Contract has benefitted the County by successfully addressing mandated Solid Waste regulatory compliance issues currently impacting all landfill operators throughout California. This professional services contract also contains sub-consultant services performed by a local engineering firm, Team Engineering.

The attachment found in the Amendment No. 5 "Attachment B-5 – Schedule of Fees and Cost Estimation Summary" lists the consultant's proposed compliance task scope of work for upcoming fiscal year 2013/2014. The contract scope of work and the contract tasks and associated contract costs are developed and negotiated annually. It should be noted that there are deadlines for certain regulatory agency tasks which must be completed in July and August of 2013.

The 2013/2014 contract costs have decreased by \$60,494 over the 2012/2013 contract amount due to Inyo Recycling and Waste Management staff participating in more functions of the contract, including reporting to regulatory agencies. Additionally, the landfill permit process is nearing completion.

ALTERNATIVES:

Your Board could choose not to approve the requested contract amendment; however, the recommendation by staff is to approve Amendment No. 5 in order to ensure solid waste regulatory compliance.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditors

FINANCING:

There is sufficient funding in the FY 2013-2014 Preliminary Solid Waste Budget (045700) Professional Service object code 5265 for this amendment.

APPROVALS

| | |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/10/2013</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/11/13</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

REQUESTED BY:  _____ Date: 7-11-13

DEPARTMENT HEAD SIGNATURE:  _____ Date: 7/11/13
(Not to be signed until all approvals are received)

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Geo-Logic Associates, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Geo-Logic Associates, Inc. _____, of Grass Valley, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 2010, on County of Inyo Standard Contract No. 118, for the term from July 1, 2010 to June 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

The first line of Section 3(d) (Limit upon amount payable under Agreement) is amended as follows: 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 \$1,322,462.83 (hereinafter referred to as "contract limit").

The Scope of work is amended by the addition of Attachment A-5.

The Schedule of Fees and Cost Estimation Summary is amended by the addition of Attachment B-5.

The Schedule of Travel and Per Diem Payment is amended by the addition of Attachment C-5.

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

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

AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEO-LOGIC ASSOCIATES, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

GARY L. LASS President
Type or Print

Dated: 10 July, 2013

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

Geo-Logic ASSOCIATES

May 28, 2013

Scott Eagan – Integrated Waste Management Program Superintendent
County of Inyo – Integrated Waste Management
163 May Street
Bishop, CA 93514

**Re: Scope of Work and Cost Estimate – Inyo County Solid Waste Engineering Services –
Contract Year 2013-2014**

Dear Scott,

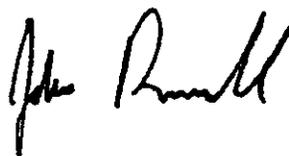
Geo-Logic Associates (GLA), along with our Project Team members of TEAM Engineering and Management, Inc. (TEAM), and GC Environmental, Inc. (GCE) are pleased to present you with the enclosed scope of work and cost estimate to provide solid waste engineering services for the County of Inyo during the 2013 through 2014 contract year. The scope and cost estimates have been revised and finalized based on our conference calls and email discussions over the past couple of weeks.

We look forward to another year working with you and your staff. Please call me at (530) 272-2448 at your convenience, if you have any questions with the enclosed scope of work and cost estimate.

Yours Sincerely,



Noah Campbell
Senior Project Manager



Jake Russell
Operations Manager – Grass Valley

Enclosures – Attachment A: Scope of Work and Task Description
Attachment B: Schedule of Fees and Cost Estimation Summary
Attachment C: Schedule of Fees
Attachment D: Form W-9

ATTACHMENT A-5

SCOPE OF WORK AND TASK DESCRIPTION

ATTACHMENT A –5

SCOPE OF WORK AND TASK DESCRIPTIONS

Inyo County Solid Waste Engineering Services - Contract Year 2013-2014

The following Scope of Work contains detailed descriptions, by task, of the work to be accomplished by Geol-Logic Associates, TEAM Engineering & Management, Inc., and GC Environmental (Project Team) during the Contract Year July 1, 2013 – June 30, 2014. The scope of work, as described herein, is comprised of the following 14 tasks:

1. Bishop Sunland Landfill - Permitting
2. Independence Landfill - Permitting
3. Lone Pine Landfill - Permitting
4. Shoshone Disposal Site - Permitting
5. Tecopa Disposal Site - Patenting and Permitting
6. Bishop-Sunland Landfill – Corrective Action Plan Implementation
7. Groundwater Monitoring and Reporting - All Landfill Sites
8. Landfill Gas Monitoring – All Active Landfill Sites
9. AB-32/Title 17 Greenhouse Emissions Annual Reporting
10. AB-939 Annual Reporting
11. Financial Assurance Annual Calculations
12. Contract Management and Project Statusing
13. Document Preparation Due to RWQCB Request (Potential Items)
14. As-Needed Consulting Services

LIST OF ACRONYMS

| | |
|-------------------------------------------------------------------|------------|
| Bureau of Land Management | BLM |
| California Air Resources Board | CARB |
| California Department of Resources Recycling and Recovery | CalRecycle |
| California Integrated Waste Management Board | CIWMB |
| California Regional Water Quality Control Board – Lahontan Region | RWQCB |
| Construction Quality Assurance | CQA |

| | |
|----------------------------------------------------------------------------------|----------------|
| Corrective Action Plan | CAP |
| County of Inyo – Integrated Waste Management | County |
| County of Inyo – Environmental Health Services (Local Enforcement Agency) | LEA |
| Environmental Site Assessment | ESA |
| Final Closure and Post-Closure Maintenance Plan | FCPCMP |
| Great Basin Unified Air Pollution Control District | GBUAPCD |
| Heat Input Capacity Calculation | HICC |
| Household Hazardous Waste Element | HHWE |
| Joint Technical Document | JTD |
| Landfill Gas | LFG |
| Los Angeles Department of Water and Power | LADWP |
| Monitoring and Reporting Plan | MRP |
| Non-Disposal Facility Element | NDFE |
| Permit to Operate | PTO |
| Photoionization Detector | PID |
| Preliminary Closure and Post-Closure Maintenance Plan | PCPCMP |
| Report of Disposal Information | RDSI |
| Report of Waste Discharge | ROWD |
| Solid Waste Facility Permit | SWFP |
| Source Reduction and Recycling Element | SRRE |
| Volatile Organic Compound | VOC |
| Waste Discharge Requirements | WDRs |

TASK 1

Bishop-Sunland Landfill – Permitting

As part of ongoing permitting for the Bishop-Sunland Landfill, the 5-year SWFP review application was submitted to the LEA and CalRecycle according to the compliance schedule established by the LEA. In support of the permit review effort, the Project Team prepared an updated RDSI/JTD, a revised PCPCMP, and a complete SWFP review application with all required components. In the findings dated April 3, 2012, the LEA indicated the review package was accepted and directed the operator (County) to prepare and submit a SWFP Revision application package, reflecting the LEA findings and incorporating updated CEQA and public comment documentation.

The Project Team submitted a SWFP Revision package to LADWP for landowner signature on October 20, 2012. It is our understanding that LADWP will be providing comments on the permit revision package. It is assumed that comments will not be received in time to address them as part of the 2012/2013 scope of work.

Under this task item, the Project Team will continue to assist the County in obtaining a revised SWFP for the Bishop-Sunland Landfill site.

This task involves updating the SWFP revision application package based on LADWP comments, then resubmitting to LADWP for landowner signature. Upon obtaining landowner signature, the SWFP revision application package will be submitted to the LEA, CalRecycle, and the RWQCB for regulatory review. Copies will also be submitted to the County and LADWP for their records as detailed below. Costs assume that the SWFP revision application will require responses to one round of comments from the LEA, CalRecycle, and RWQCB. However, it is assumed that comments will be fairly minor in nature as information has not changed significantly since the SWFP review. At the completion of the responses, an updated SWFP revision application package will be submitted to the LEA on behalf of the County, with copies distributed to CalRecycle and the RWQCB as indicated below.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The Project Team will provide some assistance to the County in preparing for the public meeting that is required for the permit revision. It is assumed that a minimum of one member of the Project Team will be in attendance at the public meeting. Support for the public meeting will not include document preparation or CEQA review.
- The revision package (RDSI/JTD, PCPCMP, and SWFP) will not need updating based on public meeting comments.
- No redesign of the landfill such as excavation plans, fill plans, or significant updates to the JTD/RDSI or PCPCMP documents will be required.

- One (1) hard copy and electronic copy of the updated SWFP revision package will be delivered with the revised submittal to LADWP. The objective of this submittal will be to address LADWP comments and obtain the landowner signature on the SWFP revision packet.
- No additional comments will be received from LADWP on the updated SWFP revision application package after the submittal of the revised SWFP revision package.
- Once the landowner signature is obtained, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records.
- Comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the SWFP review.
- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Again, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.
- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. Two (2) copies of the document will be delivered with the final submittal as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County and 1- LADWP). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 2

Independence Landfill - Permitting

As part of ongoing permitting for the Independence Landfill, the 5-year SWFP review application was submitted to the LEA and CalRecycle according to the compliance schedule established by the LEA. In support of the permit review effort, the Project Team prepared an updated RDSI/JTD, a revised PCPCMP, and a complete SWFP review application with all required components. In the findings dated May 29, 2012, the LEA indicated the review package was accepted and directed the operator (County) to prepare and submit a SWFP revision application package, reflecting the LEA findings and incorporating updated CEQA and public comment documentation.

The Project Team submitted a SWFP Revision package to LADWP for landowner signature on February 4, 2013. It is our understanding that LADWP will be providing comments on the permit revision package. It is assumed that comments will not be received in time to address them as part of the 2012/2013 scope of work.

Under this task item, the Project Team will continue to assist the County in obtaining a revised SWFP for the Independence Landfill site.

This task involves updating the SWFP revision application package based on LADWP comments, then resubmitting to LADWP for landowner signature. Upon obtaining landowner signature, the SWFP revision application package will be submitted to the LEA, CalRecycle, and the RWQCB for regulatory review. Copies will also be submitted to the County and LADWP for their records as detailed below. Costs assume that the SWFP revision application will require responses to one round of comments from the LEA, CalRecycle, and RWQCB. However, it is assumed that comments at this point will be fairly minor in nature as information has not changed significantly since the SWFP review. At the completion of the responses, an updated SWFP revision application package will be submitted to the LEA on behalf of the County, with copies distributed to CalRecycle and the RWQCB as indicated below.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The Project Team will provide some assistance to the County in preparing for the public meeting that is required for the permit revision. It is assumed that a minimum of one member of the Project Team will be in attendance at the public meeting. Support for the public meeting will not include document preparation or CEQA review.
- The revision package (RDSI/JTD, PCPCMP, and SWFP) will not need updating based on public meeting comments.
- No redesign of the landfill such as excavation plans, fill plans, or significant updates to the JTD/RDSI or PCPCMP documents will be required.
- One (1) hard copy and electronic copy of the updated SWFP revision package will be delivered with the revised submittal to LADWP. The objective of this submittal will be to obtain the landowner signature on the SWFP revision packet.
- No additional comments will be received from LADWP on the updated SWFP revision application package after the revised submittal.
- Once the landowner signature is obtained, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records.

- Comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the SWFP review.
- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Again, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.
- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. Two (2) copies of the document will be delivered with the final submittal as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County and 1- LADWP). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 3

Lone Pine Landfill - Permitting

As part of ongoing permitting for the Lone Pine Landfill, the 5-year SWFP review application was submitted to the LEA and CalRecycle according to the compliance schedule established by the LEA. In support of the permit review effort, the Project Team prepared an updated RDSI/JTD, a revised PCPCMP, and a complete SWFP review application with all required components. In the findings dated November 23, 2011 and revised June 1, 2012, the LEA indicated the review package was accepted and directed the operator (County) to prepare and submit a SWFP Revision application package, reflecting the LEA findings and incorporating updated CEQA and public comment documentation.

The Project Team submitted a SWFP Revision package to LADWP for landowner signature on February 4, 2013. It is our understanding that LADWP will be providing comments on the permit revision package. It is assumed that comments will not be received in time to address them as part of the 2012/2013 scope of work.

Under this task item, the Project Team will continue to assist the County in obtaining a revised SWFP for the Lone Pine Landfill site.

This task involves updating the SWFP revision application package based on LADWP comments, then resubmitting to LADWP for landowner signature. Upon obtaining landowner signature, the SWFP revision application package will be submitted to the LEA, CalRecycle, and the RWQCB for regulatory review. Copies will be also be submitted to the County and LADWP for their records as detailed below. Costs assume that the SWFP revision application will require

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AGREEMENT BETWEEN THE COUNTY OF INYO AND
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WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

The first line of Section 3(d) (Limit upon amount payable under Agreement) is amended as follows: 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 \$982,005.00 (hereinafter referred to as "contract limit").

The Scope of work is amended by the addition of Attachment A-5.

The Schedule of Fees and Cost Estimation Summary is amended by the addition of Attachment B-5.

The Schedule of Travel and Per Diem Payment is amended by the addition of Attachment C-5.

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

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

**AMENDMENT NUMBER 5 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GEO-LOGIC ASSOCIATES, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

responses to one round of comments from the LEA, CalRecycle, and RWQCB. However, it is assumed that comments at this point will be fairly minor in nature as information has not changed significantly since the SWFP review. At the completion of the responses, an updated SWFP revision application package will be submitted to the LEA on behalf of the County, with copies distributed to CalRecycle and the RWQCB as indicated below.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The Project Team will provide some assistance to the County in preparing for the public meeting that is required for the permit revision. It is assumed that a minimum of one member of the Project Team will be in attendance at the public meeting. Support for the public meeting will not include document preparation or CEQA review.
- The revision package (RDSI/JTD, PCPCMP, and SWFP) will not need updating based on public meeting comments.
- No redesign of the landfill such as excavation plans, fill plans, or significant updates to the JTD/RDSI or PCPCMP documents will be required.
- One (1) hard copy and electronic copy of the updated SWFP revision package will be delivered with the revised submittal to LADWP. The objective of this submittal will be to obtain the landowner signature on the SWFP revision packet.
- No additional comments will be received from LADWP on the updated SWFP revision application package after the revised submittal.
- Once the landowner signature is obtained, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records.
- Comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the SWFP review.
- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Again, four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies with an additional electronic copy being submitted to LADWP for their records. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.
- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. Two (2) copies of the document will be

delivered with the final submittal as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County and 1- LADWP). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 4

Shoshone Disposal Site - Permitting

A patent for the Shoshone Landfill was issued by BLM to Inyo County on March 13, 2012. With the patenting process complete, the Project Team anticipates submitting a revised SWFP application, RDSI, and PCPCMP to the LEA, CalRecycle, and the RWQCB reflecting the County as Owner within the 2012/2013 fiscal year. Since BLM is no longer the owner of the property, they will not be involved in the project nor be responsible for review or approval of project documents.

This task involves responding to a round of review comments by the LEA, CalRecycle, and the RWQCB. Based on this round of comments, the documents will be revised and a final version issued. Costs are based on updating the 2011 SWFP, RDSI, and PCPCMP documents prepared by Ausenco Vector.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The SWFP, RDSI, and PCPCMP revisions are accomplished by updating only applicable portions of the prior documents (Ausenco Vector, April 2011) as required in response to the new patent and Owner information.
- There have not been significant modifications to the operations at the landfill since the last permit submittal in 1999 (revised in 2011). Therefore, the general information contained within the 1999 permit documents is accurate. No redesign of the landfill such as excavation plans, fill plans, or final closure plans is required as part of finalizing the RDSI or PCPCMP.
- Comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the 2011 documents.
- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.
- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. One (1) copy of the document will be

delivered with the final submittal to the County as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 5

Tecopa Disposal Site – Patenting and Permitting

Inyo County submitted an application for Patent of the Tecopa Landfill in February 2010, prompted by the expiration of Recreation and Public Purposes leases and the subsequent Notice of Violation issued for the site for review of the SWFP for the disposal site. Based on requirements by BLM, efforts by the Project Team have been made to revise the proposed patent area to minimize encroachment into the South Nopah Wilderness area boundary (post-dating and intersecting the landfill) and to avoid the historic Old Spanish Trail Highway. The Project Team has made progress in agreeing with the BLM on an acceptable patent boundary and survey of said boundary, which was finalized into a supplemental plat by BLM's Chief Cadastral Surveyor in November 2012. Efforts also included completion of an Environmental Site Assessment in June 2010, which was updated by request of BLM in December 2012. Based on current information from BLM representatives, no further surveyor involvement or environmental analysis is anticipated.

Task 5.1 Patent Application

The patenting aspect of this task involves responding to comments by the BLM on the revised application in order to facilitate approval of the patent application. It is not anticipated that BLM will require a revised patent application at this time.

For the purpose of this scope of work and the associated fees, the following assumptions are hereby made:

- The legal description of the parcel approved by BLM in November 2012 will be the final patent boundary.
- No additional, third party survey costs are incurred or required by BLM.
- No further documentation is required by BLM to complete the processing of this proposed land patent.

Task 5.2 Site Permitting

Once the Tecopa Landfill patenting process is completed and the County is named as property Owner, the Project Team will prepare an updated SWFP application including an updated RDSI and PCPCMP for the site. Prior revisions to the RDSI were prepared in 1999, with minor updates in 2011, and will be revised as part of the new SWFP in order to capture the final patented conditions and facility ownership.

This task involves (a) completing the draft documents for submittal to the County for review, (b) responding to review comments by the County on the draft documents, and (c) finalizing and submitting the SWFP, RDSI, and PCPCMP to the County for submittal to CalRecycle and the RWQCB. This task also assumes a round of responding to review comments by CalRecycle and the RWQCB. Based on this round of comments, the documents will be revised and a final version issued. Costs are based on updating the 2011 SWFP, RDSI, and PCPCMP documents prepared by Ausenco Vector.

The prior patenting efforts revealed that existing waste limits may vary somewhat from those assumed for prior closure designs. As such, the waste limits will be updated on the applicable RDSI and PCPCMP drawings based on previous findings.

For the purpose of this scope of work and the associated fees, the following assumptions are made:

- The SWFP, RDSI, and PCPCMP revisions are accomplished by updating only applicable portions of the prior documents (Ausenco Vector, May 2011) as required in response to the new patent information.
- There have not been significant modifications to the operations at the landfill since the last permit submittal in 1999 (revised in 2011). Therefore, the general information contained within the 1999 permit documents is accurate. With the exception of the waste limits (as described above), no redesign of the landfill such as excavation plans, fill plans, or final closure plans is required as part of finalizing the RDSI and PCPCMP.
- No new waste limit field investigation will be done as part of this scope.
- Costs under this task assume no additional information is required by BLM.
- Four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies.
- Comments from the LEA, CalRecycle, and the RWQCB, if any, will be minor in nature as the information is largely unchanged from the 2011 documents.
- If necessary, any regulatory comments will be addressed and an updated SWFP revision application package will be resubmitted. Four (4) hardcopies of the SWFP revision package will be submitted to the County, LEA, CalRecycle, and the RWQCB (1-County, 1-LEA, 1-CalRecycle, and 1-RWQCB). One (1) additional copy will be made for the Project Team's records. Electronic copies will also be included with the hard copies. It is assumed that revisions will be submitted as replacement pages/appendices and not as full document replacements.
- Once the SWFP application package components (RDSI/JTD and PCPCMP) are approved by all agencies, the documents will be finalized. One (1) copy of the document will be

delivered with the final submittal to the County as it is assumed that the LEA, CalRecycle, and the RWQCB copies will be up to date (1- County). At final submittal two (2) additional copies will be made for the Project Team's records. Electronic copies will be provided to all parties as well.

TASK 6

Bishop-Sunland Landfill – Corrective Action Plan Implementation

This task item involves implementation of the recommendations cited in the approved CAP (dated August 31, 2012 and approved January 23, 2013), which includes the coordination and oversight of the construction (by a third party Contractor) of two (2) new landfill gas extraction wells and corresponding extraction system components and one (1) new groundwater monitoring well. CAP implementation will also include system monitoring and reporting activities.

The Project Team has begun work on detailed design of the landfill gas wells and extraction system which is anticipated to be completed by the end of the 2012/2103 fiscal year. Design of the groundwater monitoring well has been completed at this time by the Project Team.

It is our understanding that the bids for construction of the landfill gas wells, extraction system, and groundwater monitoring well will be publicly advertized through the County. It is assumed that the Project Team will provide support during the bid process including, assistance in preparation of bid documents, responding to Contractor questions during bid period, review of Contractor bid packages, and assisting the selection of a qualified Contractor. Based on the differences in drilling techniques, it is assumed that construction of the landfill gas well, extraction system, and groundwater monitoring well will occur at different times by either the same Contractor or two separate Contractors.

It is assumed that construction will begin shortly after the contract is awarded (August - October 2013) in an effort to comply with corrective action measures required by the RWQCB to mitigate impact of VOCs to groundwater beneath the landfill and to collect data necessary for an evaluation report required by RWQCB in April 2014.

As part of this task, the Project Team will:

- Provide field CQA services for construction of the landfill gas wells, extraction system, and groundwater monitoring well.
- Prepare a construction report for the landfill gas wells, extraction system, and groundwater monitoring well installation. It is assumed that five (5) hard copies of each report will be prepared for County and Project Team Staff. Electronic copies will be provided to all parties as well.
- Conduct monitoring and sampling of the new landfill gas wells and groundwater wells.

- Assumes 10 monthly system and emissions monitoring events (September – June) once the construction is completed. Monthly emissions monitoring of the existing LFG extraction system, according to the current PTO, will continue prior to the construction of the proposed LFG extraction system (July - August).
- Assumes 3 quarterly landfill gas monitoring events including sample collection of system influent for laboratory analysis.
- Assumes 3 additional groundwater monitoring events to evaluate the representativeness of the MW-6 compliance well and the effectiveness of the corrective action measures.
- Provide routine operations and maintenance of the landfill gas system and develop a system log book. Major system repairs will be the responsibility of the County. It is assumed that the County will coordinate and be responsible for the removal, disposal, and replacement of the carbon filter media with a third party Contractor. The Project Team will advise the County on the need for carbon replacement based on system monitoring data.
- Prepare CAP evaluation report to submit to the RWQCB by April 30, 2014. This report will describe the results of the CAP implementation and provide recommendations for the future of the system, in addition to any modifications of the monitoring and reporting program for the site. It is assumed that implementation of the CAP will provide favorable results and no additional action outside of continuing monitoring will be necessary during the contract period. It is assumed five (5) copies of the report will be made for RWQCB, County, and Project Team Staff.
- Assist the County in obtaining the authority to construct and to revise the PTO application with the new landfill gas system with the GBUAPCD. This effort is anticipated to include providing technical support for emissions modeling, start-up monitoring and reporting, and revision of the system logbook per requirements established by the GBUAPCD. Costs assume no technical report is required by GBUAPCD.
- Costs assume no revision of the WDRs for this facility or additional mandates are imposed by RWQCB during the contract year.

TASK 7

Groundwater Monitoring and Reporting - All Landfill Sites

This task includes quarterly and semi-annual groundwater monitoring, analysis, and reporting for six (6) sites: Bishop-Sunland Landfill, Independence Landfill, Keeler Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site; as required by the RWQCB and as specified in the WDRs and subsequent monitoring plans.

Task 7F.0 Monitoring Activities

On-site monitoring and sampling services will be conducted by the Project Team with groundwater analyses conducted by a California State Certified Analytical Laboratory. For the contract period of July 1, 2013 through June 30, 2014, groundwater-monitoring services will include the following sampling events, broken down by site. The budgeted cost for these tasks includes an estimate of laboratory analytical costs as required by the WDRs, as well as applicable field equipment and labor costs. The estimated cost assumes that purged groundwater will continue to be disposed of on-site, laboratory fees do not increase significantly, and reasonable well access and sampling conditions are encountered at the landfill sites.

Task 7F.1 Bishop-Sunland Landfill

Four quarters of sampling: Semi-annual sampling (1st and 3rd Quarters) of twelve (12) site monitoring wells and three (3) supply wells with monitoring for groundwater elevations and required field parameters. Semi-annual sampling (2nd and 4th Quarters) of eight (8) site monitoring wells with monitoring of groundwater elevations from twelve (12) site wells. Laboratory analysis of the groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. Costs assume continuation of the current monitoring program as specified in the Evaluation Monitoring Report dated January 2004.

Task 7F.2 Independence Landfill

Semi-annual sampling (October and May) of four (4) on-site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. Costs do not include off-site evaluation monitoring activities that may be required if VOC detections persist. These potential Evaluation Monitoring Activities are defined under Task 13.

Task 7F.3 Lone Pine Landfill

Semi-annual sampling (October/November and April/May) of six (6) site monitoring wells; including the two off-site evaluation monitoring wells installed in August 2010, with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and Evaluation Monitoring Plan. Costs assume quarterly sampling is not required by the RWQCB, based on current recommendations provided in the January 2011 Evaluation Monitoring Report and subsequent semi-annual groundwater monitoring reports. Costs also assume an Engineering Feasibility Study to address VOCs in site wells is not required during the current contract period, but this potential mandate by RWQCB is described in Task 13.

Task 7F.4 Keeler Landfill

Semi-annual post-closure monitoring (November and May) of five (5) site monitoring wells with

monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs and FCPCMP for the site. A request was made to reduce the frequency of sampling and reporting to annual (see description in Task 13) however, costs assume semi-annual monitoring and reporting are still required based on recent correspondence from RWQCB. Costs for clarification or revision of the WDRs as described in Task 13 may be necessary, as the current WDRs do not reflect the closed status of the landfill. However, preparation of a revised ROWD or other technical document is not anticipated as part of the current scope.

Task 7F.5 Shoshone Disposal Site

Semi-annual sampling (November and May) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Tecopa Disposal Site.

Task 7F.6 Tecopa Disposal Site

Semi-annual sampling (November and May) of three (3) site monitoring wells with monitoring of groundwater elevations and required field parameters. Laboratory analysis of groundwater samples for Inorganic Monitoring Parameters and VOCs will be completed as defined in the WDRs. To reduce travel expenses, this task will be done in conjunction with landfill gas monitoring and groundwater monitoring at the Shoshone Disposal Site.

Task 7R.0 Reporting

Semi-annual and annual monitoring reports, as required by WDR/MRPs for each site, will also be prepared under Task 8 for each of the six (6) facilities: Bishop-Sunland Landfill, Independence Landfill, Keeler Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. These reports will be prepared and submitted based on requirements established in the MRPs for each respective site, as specified by the RWQCB staff in Victorville, and in general accordance with previous reports submitted by the County.

Final Groundwater Monitoring Reports will be submitted to the County in advance of report deadlines to allow for certification and timely submittal to the RWQCB. Prior to submittal to the County, all reports will be subject to established internal quality control policies, to ensure that all work products are thoroughly reviewed by Company Principals. Groundwater Monitoring Reports will be certified by a Professional Engineer or Professional Geologist.

Semi-Annual Groundwater Monitoring Reports, describing activities and results from Second Quarter 2013 groundwater monitoring activities, will be submitted to the RWQCB by July 15, 2013 for three (3) facilities: Bishop-Sunland Landfill, Independence Landfill, and Keeler Landfill.

Semi-Annual Groundwater Monitoring Reports will be submitted to the RWQCB by January 15, 2014 for five (5) facilities: Independence Landfill, Lone Pine Landfill, Keeler Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. The Semi-Annual Groundwater Monitoring Report for the Bishop-Sunland Landfill will be submitted by January 31, 2014. The January reports will present the results of groundwater monitoring conducted during Fourth Quarter, 2013 at the six (6) landfill facilities, as described above and scheduled to be conducted in October or November 2013.

The six (6) Semi-Annual Groundwater Monitoring reports will contain the information required by the MRP for each site, which includes at a minimum:

- executive summary with a discussion of any violations requiring action;
- site background information;
- map or aerial photograph showing the location of all monitoring points;
- description of field purging and collection methods;
- summary of groundwater elevation data, calculated hydraulic gradient(s) and calculated groundwater velocity;
- summary of field and laboratory analytical results;
- a brief summary of corrective action activities and monitoring results collected during the period (for Bishop-Sunland Landfill only);
- update on previously scheduled activities, as applicable; and
- recommendations for follow-up activities, as applicable.

The estimated cost for report preparation includes data analysis, technical illustrations, report drafting, and senior-level quality assurance review and certification. Also included are the costs for electronic data reporting to the Geotracker database as required for all landfill programs under CCR Chapter 30, Division 3, Titles 23 and 27, and to the extent practical using available monitoring point survey data.

As required in the WDRs and MRP for each site, an Annual Groundwater Monitoring Report for each of the six (6) sites will be prepared for submittal to the RWQCB. Annual Summary Reports will include items described in the General Provisions for Monitoring and Reporting and specific requirements defined in the current WDR for each site, and will summarize information provided in detail in the semi-annual reports for each site for the previous 12-month period. Where possible to meet established deadlines, a combined Semi-Annual/Annual Groundwater Monitoring Report will be prepared to realize cost savings for Inyo County.

The Annual Groundwater Monitoring Report for each site will be based on the specific requirements and schedule for that site as specified in current WDRs and MRPs. Accordingly, Annual Groundwater Monitoring reports will be prepared for the Lone Pine Landfill, Shoshone

Disposal Site, and Tecopa Disposal Site, for submittal to the RWQCB by June 30, 2013. Annual summary reports for the Bishop-Sunland Landfill, Independence Landfill, and Keeler Landfill will be prepared for submittal by November 30, 2013, January 31, 2014, and March 1, 2014, respectively.

Costs estimated herein include reporting of groundwater monitoring results, but do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedances and the specific requirements of the RWQCB.

TASK 8

Landfill Gas Monitoring - All Active Landfill Sites

Landfill gas monitoring will be conducted on existing perimeter monitoring probes at each of the five (5) active Inyo County sites: Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site. Monitoring will be conducted on a quarterly basis and, when possible, in conjunction with quarterly or semi-annual groundwater monitoring events. Specific monitoring events will be scheduled based on staff availability. Monitoring will be completed by field personnel located in Bishop, California. Monitoring procedures and protocols previously developed and utilized by the Project Team will be followed for monitoring probes and on-site structure (ambient air) monitoring.

Landfill gas monitoring will include the following activities:

- calibration of the field instrument;
- purging of two well volumes of gas from each probe;
- collection of representative reading(s) at each probe with a field gas analyzer, (Landtec GEM 500 or equivalent) for Static Pressure, Methane, Carbon Dioxide, and/or Oxygen as required by Title 27; and
- recording field data on standardized field data sheets.

If landfill gas monitoring results show exceedances of compliance limits set in Title 27, the County and the LEA will be notified within forty eight (48) hours.

Within forty-five (45) days following completion of each monitoring event, the Project Team will prepare quarterly landfill gas monitoring reports which will summarize monitoring methodologies and monitoring data. Also included will be a general description of follow-up work that is required under Title 27 depending on the results of the monitoring. Copies of the final reports will be issued to the County LEA, with an electronic copy transmitted to CalRecycle.

The budget for this task assumes monitoring and reporting for all four (4) quarters of the contract year 2013/2014 for the five (5) active Inyo County sites: Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site.

Monitoring costs assume mobilization costs can be saved on a semi-annual basis by combining with groundwater sampling events. Monitoring costs also assume reasonable well access and maintenance is provided by Inyo County. The costs do not include follow-up work that could result from adverse monitoring results, as the effort involved would depend on the persistence of any regulatory exceedance.

Efforts have been made by the Project Team in 2012-2013 to reduce the frequency of LFG monitoring at the Tecopa and Shoshone Disposal Sites, including assistance with the Operator's request to the LEA and to CalRecycle. Recent efforts have included the posting of public notices to solicit comments on the reduction of the monitoring efforts to semi-annual from quarterly and assistance to the LEA in addressing procedural requirements for approval by CalRecycle. Costs under this task assume quarterly LFG monitoring will continue to be required at the Tecopa and Shoshone Disposal sites during the contract period and that additional effort by the Project Team to support Inyo County's request to reduce the monitoring frequency will be minimal.

TASK 9

AB-32/Title 17 Greenhouse Emissions Annual Reporting

The CARB has adopted Title 17 CCR Section 95460 et seq., the landfill gas control measure to reduce greenhouse gas emissions from landfills; also referred to as the AB-32 (greenhouse gas) compliance. The CARB regulations went into effect January 1, 2010, with compliance beginning immediately. Under these regulations, a waste-in-place volume report shall be prepared annually for a period of January 1 through December 31 of each year, and reported by March 15. If the in-place waste volume is less than 450,000 tons, no further action is required. If the in-place waste volume is greater than 450,000 tons, a landfill gas Heat Input Capacity Calculation (HICC) is required pursuant to Title 17 CCR Section 95470(b)(5). If the result of the HICC is less than 3 MMBtu/hour then no further action is required, otherwise additional control actions are required. This report shall be submitted on an annual basis for continued demonstration that the facility falls below the waste volume threshold.

Efforts in support of the AB-32 compliance will consist of the following activities:

- The Project Team will support the County in preparation of the updated Waste-in-Place volume report by providing technical assistance and a technical review. The report shall reflect disposal records for the period of January 1, 2013 through December 31, 2013 for the five (5) active sites: Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Disposal Site, and Tecopa Disposal Site.
- For Bishop-Sunland Landfill, the only landfill in excess of the 450,000 ton waste-in-place threshold, the Project Team will support the County in preparation of the updated HICC report by providing technical assistance and technical review. It is assumed that the HICC will be less than 3 MMBtu/hour and no additional actions will be required.

- It is assumed that the Waste-In-Place volume and HICC reports will be prepared and submitted to the CARB by County Staff.
- Technical assistance means answering questions from County Staff on report contents, calculations, and submittal timelines.

TASK 10

AB-939 Annual Reporting

CalRecycle (formerly CIWMB) promulgated diversion goals of 25% by 1995 and 50% by 2000 with AB-939 in 1989. Since Inyo County is a rural county, County Staff successfully petitioned CalRecycle to have the diversion goals reduced to 29%.

The Project Team will support the County in preparation of the 2012 AB-939 Annual Report by providing technical assistance and a technical review. The report is due August 1, 2013 to CalRecycle.

- It is assumed that the AB-939 Annual Report will be prepared and submitted to CalRecycle by County Staff. This includes updates to the County's SRRE, HHWE, and NDFE programs as necessary.
- Technical assistance means answering questions from County Staff on report contents, calculations, and submittal timelines.

TASK 11

Financial Assurance Annual Calculations

To satisfy CalRecycle's financial assurance requirements, two different reports are required each year.

The first report is an update to the Closure, Post-Closure, and Corrective Action cost estimates for each of the five (5) landfills. CalRecycle posts an annual inflation worksheet on their website around mid-April to use as a template for the calculations. In general, the most current approved cost estimate is inflated annually by the factor provided on the worksheet. When new cost estimates are approved, they are used as a starting point for calculating each subsequent year. Since the corrective action funding is part of a rural county insurance policy with environmental liability coverage, updates for the corrective action cost estimates are not needed in this report. This report is due annually to CalRecycle on June 1st.

The second report is a calculation to determine the annual closure fund deposit requirements for each of the five (5) landfills. The calculations are based on the waste disposed of during the year and the subsequent reduction in capacity for each site. This report is due to CalRecycle on the funds anniversary date of August 29, 2013.

The Project Team will support the County in preparation of the annual financial assurance reports by providing technical assistance and a technical review.

- It is assumed that the annual inflation report and closure fund deposit report will be prepared and submitted to CalRecycle by County Staff.
- Technical assistance means answering questions from County Staff on report contents, calculations, and submittal timelines.

TASK 12

Contract Management and Project Statusing

This task involves the management of both the County contract and Geo-Logic's subcontracts. Management of these contracts throughout the project will include:

- Contract execution and job setup;
- Ensuring compliance with contract terms and conditions;
- Controlling and tracking the project schedule and milestones;
- Controlling and tracking the project budget against established task budgets;
- Preparing monthly invoices (including budget and work summaries);
- Subcontracting and ensuring subcontractor performance;
- Ensuring high quality work and deliverables using established quality management procedures;
- Coordinating data flow into and out of the Project Team;
- Maintaining open communications with County staff and facilitating communications across the Project Team and the County; and
- Preparation of the annual scope of services.

In order to facilitate communications with the County and to keep the County updated on the status of project tasks and upcoming activities, the Project Team will schedule and host regular status meetings with the County and LEA. For the purpose of costing this task, it is assumed that, over the duration of this contract year, a total of six (6) (an average of one every two (2) months), one (1) hour status meetings will be facilitated via phone and one (1) status meeting will be held face-to-face in Bishop.

In an effort to communicate project schedules and task timelines, a Microsoft Project Gantt chart will be provided to the County at the beginning of the contract year. It is also anticipated that a review of task timelines, progress, and remaining compliance issues be conducted mid-way through the project and task schedules may be adjusted accordingly.

TASK 13

Document Preparation Due to RWQCB Request (Potential Items)

The following items have been identified by the Project Team as additional tasks that may be required by the RWQCB based on provisions defined in the WDRs and groundwater monitoring results for three of the active landfills and the closed Keeler Landfill.. We present this list in an effort to inform the County of the potential for any one or all of these items needing to be accomplished during the contract year. The cost for this task item is based on initiating work on any or all of the items listed below. A detailed scope and associated costs will be developed and submitted to the County for the items below on an as needed basis.

- **Bishop-Sunland Landfill:** If required by the RWQCB, the Project Team will prepare a technical document (such as ROWD) in support of revising the WDRs. It is anticipated that this has a low-to-moderate probability of occurring based on recent correspondence with RWQCB staff.
- **Independence Landfill:** If required by the RWQCB, the Project Team will prepare an evaluation monitoring plan to address the low level VOCs that have been detected in the groundwater. It is anticipated that this has a moderate probability of occurring based on the persistence of low-level VOCs in groundwater wells at the Independence Landfill.
- **Lone Pine Landfill:** If required by the RWQCB, the Project Team will prepare a feasibility study for remediation of low level VOCs that have been detected in the groundwater. It is anticipated that this has a moderate probability of occurring based on the persistence of low-level VOCs in groundwater well MW-3 at the Lone Pine Landfill.
- **Keeler Landfill:** Update of WDRs and MRP to reflect the disposal site conditions as Closed. Efforts to reduce the frequency of groundwater monitoring at the Keeler Landfill, as described in the FCPCMP for the site and as recommended in recent groundwater monitoring, may require the update of the WDRs at this facility. It is anticipated that this has a low probability of occurring based on recent correspondence with RWQCB staff. However, if the RWQCB moves forward on revision of the Keeler WDRs, technical documentation may be required of the Project Team in support of WDR revision and to negotiate long-term savings to Inyo County over the post-closure period.

TASK 14

As-Needed Consulting Services

This task is intended for any additional consulting services that have not been defined within this scope of work or anticipated during the 2013-2014 contract year. Un-scoped work falling under this task would be authorized by the County on an as-needed basis. If necessary, a detailed scope of work and associated fee estimates will be developed at the time services are identified. The cost estimate presented for this task is based on professional services that have been requested of the Project Team by the County in recent years, after development of the

annual scope of work and budget, and triggered by unanticipated regulatory mandates or any violations cited with respect to the Inyo County Landfills

ATTACHMENT B-5

SCHEDULE OF FEES AND COST ESTIMATION SUMMARY



ATTACHMENT B-5

SCHEDULE OF FEES

Inyo County Solid Waste Engineering Services - Contract Year 2013 – 2014

| <u>PROFESSIONAL STAFF</u> | <u>UNIT RATE</u> |
|--------------------------------------------------------------------------|-------------------------|
| Staff Environmental Scientist..... | \$100.00/Hour |
| Staff Engineering Geologist/Hydrogeologist/Engineer..... | 107.00/Hour |
| Project Environmental Scientist..... | 120.00/Hour |
| Project Engineering Geologist/Hydrogeologist/Engineer..... | 136.00/Hour |
| Senior Environmental Scientist..... | 140.00/Hour |
| Senior Engineering Geologist/Hydrogeologist/Engineer..... | 165.00/Hour |
| Project Manager..... | 165.00/hour |
| Supervising Engineering Geologist/Hydrogeologist/Engineer..... | 180.00/Hour |
| Principal Engineering Geologist/Hydrogeologist/Engineer..... | 200.00/Hour |
| <u>FIELD STAFF</u> | |
| Field Technician II..... | 78.00/Hour |
| Senior Field Technician..... | 92.00/Hour |
| <u>SUPPORT STAFF</u> | |
| Laboratory Technician..... | 100.00/Hour |
| CADD/Designer..... | 90.00/Hour |
| Word Processor..... | 70.00/Hour |
| <u>EQUIPMENT CHARGES</u> | |
| Water Level Indicator..... | 35.00/Day |
| Water Quality Meter (pH, DO, turbidity, EC, temp, ORP)..... | 100.00/Day |
| Groundwater Sampling Pump (<100' depth)..... | 115.00/Day |
| Groundwater Sampling Pump (>100' depth)..... | 175.00/Day |
| Dedicated Sample Tubing..... | 0.75/Foot |
| Air Quality Safety/Methane Meter..... | 60.00/Day |
| Landfill Gas Monitoring Meter (GEM/TVA)..... | 150.00/Day or Cost +10% |
| Photoionization Detector (PID)..... | 100.00/Day |
| <u>EXPENSES</u> | |
| Vehicle Use for Field Services (2WD)*..... | 1.00/Mile or 105.00/Day |
| Vehicle Use for Field Services (4WD)*..... | 1.00/Mile or 125.00/Day |
| Per Diem (for overnight stay)..... | 150.00/Day or Cost |
| Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)**..... | Cost + 10% |
| Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)..... | Cost + 10% |
| Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)..... | Cost + 10% |
| Routine Telecommunications, Facsimile, Postage, Computer Use..... | No Charge |

* Mileage rate may be used in lieu of daily rate for travel greater than 100 miles.

** Excludes sub-contractor mark-up (0%).

Geo-Logic

ASSOCIATES

PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

GeoLogic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

ATTACHMENT B -5

COST ESTIMATION SUMMARY BY TASK

Inyo County Solid Waste Engineering Services - Contract Year 2013 - 2014

| Task No. | Responsible Firm | Description | Task Cost |
|----------|------------------|-----------------------------------------------------------------|----------------------|
| 1 | Geo-Logic | Bishop Sunland Landfill - Permitting | \$ 9,894.00 |
| 2 | Geo-Logic | Independence Landfill - Permitting | \$ 9,374.00 |
| 3 | Geo-Logic | Lone Pine Landfill - Permitting | \$ 9,404.00 |
| 4 | Geo-Logic | Shoshone Disposal Site - Permitting | \$ 6,474.00 |
| 5 | Geo-Logic | Tecopa Disposal Site - Patenting and Permitting | \$ 14,582.00 |
| 6 | Geo-Logic | Bishop-Sunland Landfill - Corrective Action Plan Implementation | \$ 79,422.00 |
| 7 | TEAM | Groundwater Monitoring and Reporting - All Landfill Sites | \$ 99,893.00 |
| 8 | TEAM | Landfill Gas Monitoring - All Active Landfill Sites | \$ 29,580.00 |
| 9 | Geo-Logic | AB-32 / Title 17 Greenhouse Emissions Annual Reporting | \$ 1,320.00 |
| 10 | Geo-Logic | AB-939 Annual Reporting | \$ 2,640.00 |
| 11 | Geo-Logic | Financial Assurance Annual Calculations | \$ 1,320.00 |
| 12 | Geo-Logic | Contract Management and Project Statusing | \$ 22,650.00 |
| 13 | Geo-Logic | Document Preparation Due to RWQCB Request (Potential Items) | \$ 33,802.00 |
| 14 | Geo-Logic | As-Needed Consulting Services | \$ 20,000.00 |
| | | Total | \$ 340,355.00 |

ATTACHMENT C-5

SCHEDULE OF FEES



ATTACHMENT C -5

SCHEDULE OF FEES

Inyo County Solid Waste Engineering Services - Contract Year 2013 – 2014

| <u>PROFESSIONAL STAFF</u> | <u>UNIT RATE</u> |
|--------------------------------------------------------------------------|-------------------------|
| Staff Environmental Scientist..... | \$100.00/Hour |
| Staff Engineering Geologist/Hydrogeologist/Engineer..... | 107.00/Hour |
| Project Environmental Scientist..... | 120.00/Hour |
| Project Engineering Geologist/Hydrogeologist/Engineer..... | 136.00/Hour |
| Senior Environmental Scientist..... | 140.00/Hour |
| Senior Engineering Geologist/Hydrogeologist/Engineer..... | 165.00/Hour |
| Project Manager..... | 165.00/hour |
| Supervising Engineering Geologist/Hydrogeologist/Engineer..... | 180.00/Hour |
| Principal Engineering Geologist/Hydrogeologist/Engineer..... | 200.00/Hour |
| <u>FIELD STAFF</u> | |
| Field Technician II..... | 78.00/Hour |
| Senior Field Technician..... | 92.00/Hour |
| <u>SUPPORT STAFF</u> | |
| Laboratory Technician..... | 100.00/Hour |
| CADD/Designer..... | 90.00/Hour |
| Word Processor..... | 70.00/Hour |
| <u>EQUIPMENT CHARGES</u> | |
| Water Level Indicator..... | 35.00/Day |
| Water Quality Meter (pH, DO, turbidity, EC, temp, ORP)..... | 100.00/Day |
| Groundwater Sampling Pump (<100' depth)..... | 115.00/Day |
| Groundwater Sampling Pump (>100' depth)..... | 175.00/Day |
| Dedicated Sample Tubing..... | 0.75/Foot |
| Air Quality Safety/Methane Meter..... | 60.00/Day |
| Landfill Gas Monitoring Meter (GEM/TVA)..... | 150.00/Day or Cost +10% |
| Photoionization Detector (PID)..... | 100.00/Day |
| <u>EXPENSES</u> | |
| Vehicle Use for Field Services (2WD)*..... | 1.00/Mile or 105.00/Day |
| Vehicle Use for Field Services (4WD)*..... | 1.00/Mile or 125.00/Day |
| Per Diem (for overnight stay)..... | 150.00/Day or Cost |
| Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)**..... | Cost + 10% |
| Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)..... | Cost + 10% |
| Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)..... | Cost + 10% |
| Routine Telecommunications, Facsimile, Postage, Computer Use..... | No Charge |

* Mileage rate may be used in lieu of daily rate for travel greater than 100 miles.

** Excludes sub-contractor mark-up (0%).

Geo-Logic

ASSOCIATES

PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

GeoLogic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.



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 for Closed Session Informational

FROM: Planning Department – Yucca Mountain Repository Assessment Office

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Yucca Mountain Oversight – Memorandum of Agreement between Bureau of Land Management, U.S. Fish and Wildlife Service, National Park Service, U.S. Geological Survey, Nye County Nevada, Inyo County For Maintaining a Groundwater Monitoring Network in the Death Valley Regional Flow System, California and Nevada

DEPARTMENTAL RECOMMENDATION: Authorize the Chairperson to sign the Memorandum of Agreement between Bureau of Land Management, U.S. Fish and Wildlife Service, National Park Service, U.S. Geological Survey, Nye County Nevada, Inyo County For Maintaining a Groundwater Monitoring Network in the Death Valley Regional Flow System, California and Nevada.

SUMMARY DISCUSSION: The County's Yucca Mountain Repository Assessment Office (YMRAO) has been working many years to investigate groundwater properties in southeast Inyo County in order to evaluate risks of groundwater contamination from the formerly proposed Repository for High Level Nuclear Waste at Yucca Mountain. As part of this work, the County drilled a number of wells in Death Valley and the Amargosa Valley, which continue to be monitored by a number of agencies in cooperation with the County. Several of these wells are components of a well and springs network, known as the Groundwater Monitoring Network in the Death Valley Regional Flow System, which developed out of the Yucca Mountain Monitoring Network. The County is providing funding this year for network monitoring.

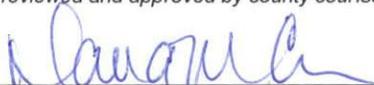
In order to provide for long-term monitoring of the network, staff has been working with the Bureau of Land Management (BLM), the U.S. Fish and Wildlife Service (USFWS), the National Park Service (NPS), the U.S. Geological Survey (USGS), and Nye County to craft the attached Memorandum of Agreement (MOA). The MOA commits the parties to maintaining their wells to the maximum extent practicable, identifying means to determine which entity will monitor which wells, collecting data utilizing common protocols, sharing and reporting the data, and developing funding. The parties may modify the list of wells and springs to be monitored on a consensus basis.

No funding is associated with the MOU. The County could choose to provide funding for the monitoring network, or fund monitoring of (or other work for) the County's wells, if it is determined prudent in the future.

ALTERNATIVES: The Board could not approve the MOA. This is not recommended because it is important to continue monitoring the County's wells in conjunction with other groundwater resources in southeast Inyo County in case work on the Yucca Mountain Repository recommences, as well as for general scientific purposes, and the MOA provides a framework for working with the other agencies to do so. The Board could also direct staff to investigate modifications to the MOA. This is not recommended as staff from the various agencies has been working for some time to craft acceptable language, and it would be laborious and time-consuming, and possibly unfruitful, to reopen negotiations.

OTHER AGENCY INVOLVEMENT: USGS, BLM, USFWS, NPS, and Nye County, NV.

FINANCING: The Yucca Mountain Repository Assessment Office has been funded by the U.S. Department of Energy and budgeted within the Yucca Mountain Oversight Budget No. 620605. The MOA will not result in any direct expenditure of funds. As indicated in the MOA, the parties will work to provide funding for operation of the network; any such expenditures from Inyo County would be considered through budgetary and contractual processes.

| APPROVALS | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/2/13</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: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____ |

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



Date: 7-10-13

Attachment – MOA

**Memorandum of Agreement
Between
Bureau of Land Management, U.S. Fish and Wildlife Service,
National Park Service, U.S. Geological Survey, Nye County Nevada, Inyo County
For Maintaining a Groundwater Monitoring Network in the Death Valley Regional Flow
System, California and Nevada**

This memorandum of agreement (MOA) is between the following United States Department of Interior Bureaus: Bureau of Land Management (BLM), United States Fish and Wildlife Service (FWS), National Park Service (NPS), and United States Geological Survey (USGS), and Nye County Nevada (Nye County), and Inyo County California (Inyo County); collectively referred to as the Parties.

I. Background

The USGS/Department of Energy (DOE) monitoring network that was previously funded through the Yucca Mountain Environmental Monitoring Program ceased operation during the first quarter of 2009 due to a loss of funding. The original network included approximately thirty-five wells located in the vicinity of Yucca Mountain and the Amargosa Valley within the Death Valley Regional Flow System (Area of Concern). The wells located in the Amargosa Valley area that were previously monitored under this program were no longer scheduled for monitoring even though some of the wells had periods of record lasting more than forty years.

Several of these monitoring locations are considered of primary importance to the Parties in understanding groundwater flowpaths, the effect of geologic structure on the movement of groundwater within the regional flow system. These wells also provide early warning of the effects of widespread groundwater withdrawals in the Amargosa Valley. The Parties seek to participate in a cooperative monitoring network to continue data collection that is necessary for evaluating potential impacts to water dependent natural and economic resources and to assist resource managers in making management decisions.

Currently, the Network is composed of a network of ground water monitoring wells and springs as listed and defined in Appendix A to this MOA. The wells and springs that the comprise the Network are sites that one or more of the Parties have interest in and may be modified by a consensus of the Parties. Each agency is responsible for the manual collection of hydrologic data at the selected sites and submittal of the data to the USGS. The USGS stores all data collected for the network in the USGS National Water Information System (NWIS), and provides measurement protocol and field calibration of measuring instruments to all participating Parties.

II. Purpose

The Parties require monitoring of water levels in the southern Amargosa Desert to provide basic data necessary to understand the factors controlling groundwater level variability and flowpaths in the Area of Concern and to differentiate natural variability from the effects of groundwater withdrawals. This cooperative network provides valuable information to the Parties and to the

Nevada State Engineer as ground water withdrawals are evaluated. The purpose of this MOA is to ensure continued funding for the Network, as well as to improve communication, cooperation, and coordination for maintenance of the Network.

III. Geographic Scope

The geographic scope of this MOA corresponds to an area of the Death Valley Regional Flow System generally bounded on the west by Death Valley National Park, on the east by the Spring Mountains and the Nevada National Security Site, on the north by Sarcobatus Flat and Oasis Valley, and on the south by Interstate 15. Specific monitoring wells and springs included in the Network are defined in Appendix A, which may be modified by a consensus of the Parties.

IV. Applicable Authorities

- Federal Land Policy and Management Act (*Public Law 94-579*)
- National Park Service Organic Act (*39 Stat. 535, 16 U.S.C. 1*)
- National Wildlife Refuge System Administrative Act (*16 U.S.C. 668dd-668ee*)
- National Wildlife Refuge System Improvement Act (*Public Law 105-57*)
- United States Geologic Survey Organic Act (*43 USC 36c*)
- Endangered Species Act (*16 U.S.C. 1531-1544; 87 Stat. 884*)
- Nye County Code 7.01.050 – Federal and State Agency Notification
- Inyo County Code Section 18.77 (Water Transfers)
- Nuclear Waste Policy Act of 1982 (as amended) (*Public Law 97-425; 96 Stat. 2201*)
- SBX7-6 (*California Water Code Section 10920 et seq.*)
- Wild and Scenic Rivers Act (*16 USC 1271-1287*)

V. Statement of Work

Each Party will:

- Maintain wells and springs within the Network that they own to the maximum extent that funding and policy allows. In the event of a well's catastrophic failure, the owner of the well will determine feasibility of repair.
- Identify wells and springs in Appendix A that BLM, FWS, NPS, Nye County, or Inyo County staff will monitor and wells and springs that USGS will monitor.
- Collect data using common protocols and QA/QC procedures developed by USGS and agreed to by the Parties.
- Report all monitoring data to the USGS Nevada Water Science Center for inclusion the USGS National Water Information System (NWIS).

- Annually, develop an out-year funding plan for the Network that includes the expected costs of operating the Network for the upcoming two out-years and expected contributions from the Parties.
- Develop coordinated budget request that seek funding for the Network on a pro rata basis among the Parties.
- Share data related to the Network and resources to facilitate monitoring the Network to the maximum extent reasonably possible.

The USGS Nevada Water Science Center will:

- Provide monitoring protocols, protocol training, and equipment calibration.
- QA/QC reported Network data.
- Publish reported Network data in the National Water Information System (NWIS).

VI. Principal Contacts:

Bureau of Land Management
Southern Nevada District Manager
4701 N. Torrey Pines Dr.
Las Vegas, NV 89130
Ph: (702) 515-5000

Bureau of Land Management
California Desert District Manager
22835 Calle San Juan de Los Lagos
Moreno Valley, CA 92553
Ph: (951) 697-5204

US Fish and Wildlife Service
Nevada Fish and Wildlife Office
Field Supervisor
1340 Financial Blvd. #234
Reno, NV 89502
Ph: (775) 861-6331

US Fish and Wildlife Service
Ventura Fish and Wildlife Office
Field Supervisor
2493 Portola Rd. Ste. B
Ventura, CA 93003
Ph: (805) 644-1766

US Fish and Wildlife Service
Southern Nevada Field Office
Field Supervisor
4701 N. Torrey Pines Dr.
Las Vegas, NV 89130
Ph: (702) 515-5230

US Fish and Wildlife Service
Desert National Wildlife Refuge
Project Leader
4701 N. Torrey Pines Dr.
Las Vegas, NV 89130
Ph: (702) 515-5450

United States Geological Survey
Nevada Water Science Center
Chief, Southern Nevada Hydrologic Studies
160 N. Stephanie St.
Henderson, NV 89074
Ph: (702) 564-4500

National Park Service
Death Valley National Park
Park Superintendent
P.O. Box 579
Death Valley, CA 92328
Ph: (760) 786-3240

Nye County
Geoscience Manager
2101 E. Calvada Blvd. Ste. 100
Pahrump, NV 89048
Ph. (775) 727-7727

Inyo County
County Planning Director
168 North Edwards
P.O. Drawer L
Independence, CA 93526
Ph: (760) 878-0263

VII. Funding

Parties shall use their best efforts to secure funding to implement this MOA. Performance under this MOA depends upon the lawful appropriation, authorization, and allocation of funds and nothing in this MOA may be construed to obligate the United States, Nye County, or Inyo County to any current or future expenditure of money in advance of the availability of appropriations for such purposes from the U.S. Congress or other appropriating authorities. All Parties agree to develop efficient means for transferring funds among the Parties to implement the Network.

VIII. Agreement Period:

This MOA is effective as of the last date of signature by the agency representatives listed under Section XII. This MOA will be in effect for a period of five years from the execution date. The agreement period may be extended by mutual consent of all participating bureaus by attaching a written amendment to this document.

IX. Miscellaneous Provisions

- A. No Assignment. No Party may assign this MOA, in whole or in part, to any individual or other legal entity without the prior written approval of the other Parties.
- B. Amendments. This MOA may be amended only in writing agreed to and signed by all Parties.
- C. Severability. If any provision of this MOA is held to be unlawful or invalid by any court of law with duly established jurisdiction over this MOA, the Parties intend that the remainder of this MOA shall remain in full force and effect notwithstanding the severance of the unlawful or invalid provision(s).
- D. Responsibility for Conduct. Each Party shall be responsible for the consequences of its own actions or inaction, willful misconduct, gross negligence, and/or breach of obligations in

connection with this MOA, and in connection with any work undertaken in accordance with this MOA.

- E. **Dispute Resolution.** The Parties will cooperate in good faith to achieve the objectives of this MOA and to avoid disputes. The Parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the Parties will then elevate the dispute to the appropriate officials within their respective organizations.
- F. **No Limitation on Responsibilities.** Nothing contained in this MOA is intended to limit the authority of any Party to fulfill its statutory or regulatory responsibilities or to otherwise limit the powers afforded to any Party by applicable law.
- G. **No Third-Party Rights.** This MOA shall not be the basis of any claims, rights, causes of action, challenges or appeals by any person or entity not a Party to this MOA. Nothing in this MOA shall be construed to create privity of contract between the Parties and any third parties.
- H. **Withdrawal from MOA.** Any Party may withdraw from the MOA upon sixty (60) days written notice to the other Parties without terminating the MOA.
- I. **Duplicate Originals.** This MOA may be executed in any number of duplicate originals. A complete original of this MOA shall be maintained in the official records of each of the Parties hereto.
- J. **This MOA excludes any obligation for the exchange of federal or county funds, supplies, equipment, or services.** Any such exchange or transfer shall be handled through instruments specifically used for those purposes.

X. Signatories

Teri Raml
Bureau of Land Management
California Desert District Manager

Date

Tim Smith
Bureau of Land Management
Southern Nevada District Manager

Date

Kevin DesRoberts
United States Fish and Wildlife Service
Acting Desert Refuge Complex Project Leader

Date

Ted Koch
United States Fish and Wildlife Service
Nevada State Supervisor

Date

Diane Noda
United States Fish and Wildlife Service
Ventura Fish and Wildlife Office Field Supervisor

Date

Kathy Billings
National Park Service
Death Valley National Park Superintendent

Date

John Sciacca
United States Geological Survey
Nevada Water Science Center Director

Date

Pam Webster
County Manager
Nye County Nevada

Date

Linda Arcularius
Chair, Board of Supervisors
Inyo County California

Date

| EMP name | Local name | Current monitoring frequency | USGS proposed monitoring frequency | Current agency responsibility | Future agency responsibility | Comments | AGENCY | TOTAL SITES MEAS | |
|----------|------------------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------|--------------------------------------------|--------|------------------|---------|
| | | | | | | | | WELLS | SPRINGS |
| AM- 4 | Devils Hole | quarterly | continuous | NPS | NPS | Wells Previously Monitored for YMP Network | USGS | 19 | 1 |
| AD- 1 | NA-6 Well BGMW-10 (deep) | monthly | quarterly | USGS | USGS | | NPS | 11 | 1 |
| AD- 2 | Airport Well | monthly | drop | USGS | -- | | FWS | 5 | 4 |
| AD- 2b | NDOT Well 2 | monthly | drop | USGS | -- | | NYE | 15 | 0 |
| AD- 4a | Amargosa Desert 4a | monthly | drop | USGS | -- | | TOTALS | 50 | 8 |
| AD- 6 | Tracer Well 3 | continuous | continuous | USGS | USGS | | | | |
| AD- 8 | Amargosa Desert 8 | monthly | quarterly | USGS | USGS | | USGS | 19 | 1 |
| AD-11 | GS-3 Well (deep) | monthly | annual | USGS | USGS | | OFA | 31 | 5 |
| AD-13 | S-1 Well | monthly | drop | USGS | -- | | TOTALS | 50 | 8 |
| AM- 3 | Ash Meadows 3 | monthly | quarterly | USGS | FWS | | | | |
| CF- 1 | Crater Flat 1 | monthly | drop | USGS | -- | | | | |
| CF- 1a | Crater Flat 1a | monthly | drop | USGS | -- | | | | |
| CF- 3 | Crater Flat 3 | monthly | quarterly | USGS | USGS | | | | |
| DV- 3 | Travertine Point 1 Well | monthly | quarterly | USGS | NPS | | | | |
| AD- 7a | Amargosa Desert 7a | monthly | quarterly | NDWR | NYE | | | | |
| AD- 3a | Amargosa Desert 3a | monthly | quarterly | NYE | NYE | | | | |
| AD- 5 | USBLM Well | monthly | quarterly | NYE | NYE | | | | |
| AD- 9a | Amargosa Desert 9a, or nearby well | monthly | quarterly | NYE | NYE | | | | |
| AD-10 | NA-9 Well (deep) | monthly | quarterly | NYE | NYE | | | | |
| AD-12 | GS-1 Well | monthly | annual | NYE | NYE | | | | |
| AD-14 | Death Valley Jct Well | monthly | quarterly | NYE | NYE | | | | |
| AM- 1 | Rogers Spring Well | monthly | quarterly | FWS | FWS | | | | |
| AM- 5 | Devils Hole Well | monthly | quarterly | FWS | FWS | | | | |
| AM- 6 | Point of Rocks North Well | monthly | quarterly | FWS | FWS | | | | |
| AM- 7 | Point of Rocks South Well | monthly | quarterly | FWS | FWS | | | | |
| CF- 2 | USW VH-1 | monthly | quarterly | USGS | USGS | | | | |
| J-11 | J-11 WW | monthly | annual | USGS | NYE | | | | |
| J-12 | J-12 WW | monthly | quarterly | USGS | NYE | | | | |
| J-13 | J-13 WW | monthly | quarterly | USGS | NYE | | | | |
| JF- 1 | UE-25 WT 15 | monthly | quarterly | USGS | NYE | | | | |
| JF- 2 | UE-25 WT 13 | monthly | drop | USGS | -- | | | | |
| JF- 2a | UE-25p 1 PTH | monthly | quarterly | USGS | NYE | | | | |
| JF- 3 | JF-3 Well | continuous | quarterly | USGS | NYE | | | | |
| MV- 1 | Army 1 WW | monthly | monthly | USGS | USGS | | | | |
| RV- 1 | TW-5 | monthly | quarterly | USGS | NYE | | | | |
| AM- 1a | Fairbanks Spring | quarterly | quarterly | FWS | FWS | Previously Monitored for YMP Network | | | |
| AM- 5a | Crystal Pool | quarterly | quarterly | FWS | FWS | | | | |

| EMP name | Local name | Current monitoring frequency | USGS proposed monitoring frequency | Current agency responsibility | Future agency responsibility | Comments | AGENCY | TOTAL SITES MEAS |
|----------|-----------------------------|------------------------------|------------------------------------|-------------------------------|------------------------------|--------------------------------------------------------------------------------------------------|--------|------------------|
| AM- 8 | Big Spring | quarterly | quarterly | FWS | FWS | Springs Prev Monitored fo Network | | |
| DV- 1 | Texas Spring | quarterly | quarterly | NPS | NPS | | | |
| DV- 2 | Navel Spring | quarterly | quarterly | USGS | USGS | | | |
| AM-2 | Five Springs Well | monthly | quarterly | USGS | FWS | Wells and Springs Periodically Monitored for YMP Network, but not on official monitoring list | | |
| -- | NA-9 Well (shallow) | monthly | quarterly | NYE | NYE | | | |
| -- | NA-6 Well BGMW-10 (shallow) | monthly | quarterly | USGS | USGS | | | |
| -- | GS-3 Well (shallow) | monthly | annual | USGS | USGS | | | |
| -- | Bond Gold wells 1 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 2 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 3 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 4 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 5 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 6 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 8 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 9 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 11 | intermittent | annual | USGS | USGS | | | |
| -- | Bond Gold wells 13 | intermittent | annual | USGS | USGS | | | |
| -- | GF-1 (AM-9) | intermittent | continuous | USGS | NPS | | | |
| -- | GF-2A shallow (AM-10) | continuous | continuous | USGS | NPS | | | |
| -- | GF-2B deep (AM-11) | continuous | continuous | USGS | NPS | | | |
| -- | GF-3 (AM-12) | intermittent | quarterly | USGS | NPS | | | |
| -- | TXSPRGSNCLN-2DP | intermittent | quarterly | NPS | NPS | | | |
| -- | TXSPRGSNCLN-2INT | intermittent | quarterly | NPS | NPS | | | |
| -- | TXSPRGSNCLN-2SH | intermittent | quarterly | NPS | NPS | | | |
| -- | Inyo-BLM#1 | unknown | quarterly | USGS | NPS | | | |
| -- | Inyo-BLM#2 | unknown | quarterly | USGS | NPS | | | |

NOTE: DVJ#1 DVJ#2 were left off the extra well list, but are measured by Nye County and occasionally by USGS

| | |
|-----------------------|-----------|
| TOTAL WELLS: | 50 |
| TOTAL SPRINGS: | 6 |
| TOTAL SITES: | 56 |



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 Closed Session Informational

FROM: Planning and Water Departments

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Amendment No. Five to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc.

DEPARTMENTAL RECOMMENDATION: Request the Board approve Amendment No. Five to the contract between County of Inyo and Daniel B. Stephens & Associates, Inc. (DBSA) to (1) amend Attachment A (Scope of Work) to include the additional tasks outlined in Attachment 1 and (2) amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the contract limit by \$4,230.50 to a total of \$169,360.14, and authorize the Chairperson to sign, contingent upon the adoption of FY 2013-14 budget.

SUMMARY DISCUSSION: On March 11, 2009 the Inyo County Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which provides a mechanism to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts. Subsequently, an appeal was filed and the Board upheld the Planning Commission's decision on May 6, 2009.

As required by the CUP, EIR, and HMMP, the Water Department issued an Addendum to the HMMP on April 1, 2011, which describes the baseline groundwater levels and the changes to the groundwater level triggers, pumping rate, and duration of pumping approved by the Water Department.

When DBSA completed its work supporting the HMMP Addendum, it recommended that the groundwater model's predictions should be reexamined after a further period of groundwater pumping and data collection, and at the discretion of the Water Department staff, the model should be recalibrated and revised as indicated by the most recent data. The additional tasks outlined in the revised Scope of Work are necessary in order to update the groundwater model.

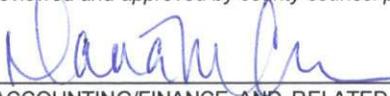
On November 20, 2010, the Board approved Amendment No. One to the contract between County of Inyo and DBSA which amended the schedule of fees to reflect the contract limit and not a task limit. On April 5, 2011, the Board approved Amendment No. Two to the contract between County of Inyo and DBSA to amend the contract term to April 15, 2012 and to increase the amount payable under the agreement to fund necessary hydrologic analysis as required by mitigation measures established in the CUP and Environmental Impact Report. On April 10, 2012, the Board approved Amendment No. Three to the contract between County of Inyo and DBSA to amend the contract term to June 30, 2013. On June 25, 2013, the Board approved Amendment No. Four to the contract between County of Inyo and DBSA to

amend the contract term to December 31, 2013 and amended the schedule of fees to reflect the 2013 DBSA Standard Schedule of Fees.

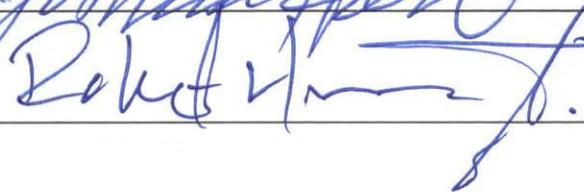
ALTERNATIVES: The Board could not approve the amendment. This is not recommended as 1) to fulfill the commitments of the HMMP, staff needs the option of having further work done on the model; and 2) the Coso Operating Company, LLC and the Inyo County Water Department are satisfied with the work and cost of the modeling work completed by Daniel B Stephens And Associates.

OTHER AGENCY INVOLVEMENT: Coso Operating Company, LLC, Daniel B. Stephens & Associates, County Counsel

FINANCING: Financing will continue to be provided by deposit from the Coso Operating Company, LLC (Coso Monitoring & Mitigation Fund Balance, 503823). There is sufficient fund balance in Trust 503823 to cover the costs of this contract amendment. Work on the additional tasks in accordance with this amendment will take place in FY 2013-2014, and will be contingent upon your Boards approval of the FY 2013-2014 Budget.

| APPROVALS | |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>Yes</u> Date <u>7/8/13</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>Yes</u> Date <u>7/10/13</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: 7/10/13

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 7/10/13

Attachments

1 – Proposed Contract Amendment (DBSA)

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES INC.
FOR THE PROVISION OF HYDROLOGIC ANALYSIS
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of hydrologic analysis services dated April 20, 2010 on County of Inyo Standard Contract No. 156 for the term from April 15, 2010 to April 15, 2011; and

WHEREAS, by contract Amendment One, dated November 30, 2010, the County and Contractor have amended the schedule of fees to indicate that fees will be paid by the hour not to exceed the Limit Upon Amount Payable under Agreement; and

WHEREAS, by contract Amendment Two, dated April 5, 2011, the County and Contractor have extended the contract term to April 15, 2012, increased the amount payable under the agreement to \$165,129.64, and added tasks to the scope of work; and

WHEREAS, by contract Amendment Three, dated April 10, 2012, the County and Contractor have extended the contract term to June 30, 2013; and

WHEREAS, by contract Amendment Four, dated June 25, 2013, the County and Contractor have extended the contract term to December 31, 2013 and amended the schedule of fees; and

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

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

County and Contractor hereby amend such Agreement, Amendment Five, as follows:

Amend Attachment A (Scope of Work) to include the additional tasks outlined in Attachment 1.

Amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to \$169,360.14.

AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES INC.
FOR THE PROVISION OF HYDROLOGIC ANALYSIS SERVICES

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

COUNTY

CONTRACTOR

By: _____

By: T. Neil Young

Dated: _____

Dated: July 5, 2013

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



Scope of Work for Rose Valley Model Predictive Simulation Updates and Comparisons

The scope of work for updated Coso Operating Company (Coso) Hay Ranch predictive simulations is divided into four tasks described below.

Task 1 - Updated Data Compilation

This task involves the compilation of available and relevant data required to complete Tasks 2 through 4 below. At a minimum, the following will be obtained:

- Metered Coso pumping from Hay Ranch
- Water level information at monitor wells; both transducer data and manual data
- Climatic data equivalent to that applied in the recharge model described in DBS&A (2011)

Much of this data is readily available from the Coso Hay Ranch project monitoring reports prepared by TEAM Engineering and Management Inc. (TEAM).

Task 2 - Groundwater Model Update and Post Audit

The groundwater flow model predictive simulations documented in DBS&A (2011) will be updated to include metered Coso Hay Ranch pumping for the period December 26, 2009 through the second quarter of 2013, assuming that the second quarter data are available in early July from TEAM as they have been in past years. Also, if applicable, recharge will be updated in accordance with the results of Task 3 below. The simulated hydrographs obtained using the updated model will be compared to the observed hydrographs for the updated period of record, and significant discrepancies in water levels and trends will be identified and noted. All hydrographs for wells used in the amendment to the Hydrologic Monitoring and Mitigation Plan will be considered. Unless the model is deemed to be unreliable for predictive simulation for some unforeseen reason, predictive computations will be conducted to determine if Coso pumping can continue for some period of time without reducing the groundwater discharge at Little Lake by more than 10 percent. Details of the predictive simulations will be decided upon in conjunction with the County.

Task 3 - Recharge Analysis

Estimated recharge will be updated for the period 2010 through the summer of 2013 (climatic data permitting) to be consistent with the Task 2 analysis. The prior recharge analysis documented in DBS&A (2011) was conducted for the period 2000 through 2009. The updated recharge analysis will be conducted following the same methodology outlined in Appendix A of DBS&A (2011).

In particular, an analysis will be conducted of estimated recharge versus observed water levels for recent years to determine if a correspondence in time is discernible. This analysis is intended to assist with overall understanding of the Rose Valley aquifer system as well as the determination potential sources of water level changes observed at the Little Lake North well.



Daniel B. Stephens & Associates, Inc.

Task 4 - Reporting

The results of the tasks and analyses described above will be provided in a brief report. a Draft version of the report will be provided to Inyo County for review prior to production of the final report.



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: Chief Probation Officer

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Proclamation declaring week of July 21 through 27, 2013 as Probation Parole and Community Supervision Week

DEPARTMENTAL RECOMMENDATION: Request Board to approve a proclamation declaring July 21 through 27, 2013 as Probation, Parole and Community Supervision Week in Inyo County.

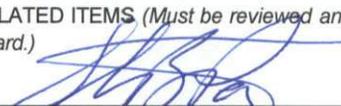
SUMMARY DISCUSSION: The Week of July 21 through 27, 2013 is being proclaimed Probation, Parole and Community Supervision Week throughout California. The attached proclamation is submitted for your Board's consideration to join other jurisdictions in recognizing the many men and women who are probation and parole professionals who are responsible for helping offenders successfully reenter our society as productive individuals.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

| | |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BUDGET OFFICER: | BUDGET AMENDMENTS (Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.) N/A |
| COUNTY COUNSEL: | AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)  Approved: <u>yes</u> Date <u>7/1/2013</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.) N/A Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.) N/A 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: 7/3/13

**PROCLAMATION OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA PROCLAIMING
THE WEEK OF July 21 through 27, 2013 PROBATION, PAROLE AND
COMMUNITY SUPERVISION WEEK IN INYO COUNTY**

WHEREAS, there are many dedicated probation professionals in Inyo County, the State of California, and the Nation as a whole, who help make our communities safe places to live; and

WHEREAS, the California Public Safety Realignment Act of 2011 represents an historic change to the criminal justice system thereby placing Probation professionals at the forefront of community corrections, public safety, and victim services.

WHEREAS, these professionals provide reformed citizens opportunities to be productive members of society; and

WHEREAS, these professionals and officers work tirelessly with local public safety departments and their communities to rehabilitate offenders, to help them seek victim restitution and move forward in creating a better future for themselves; and

WHEREAS, Inyo County Probation Officers are sworn peace officers who work in the community, seeing offenders at home, at work and on the streets and are on call 24/7 to respond to emergencies and urgent problems; and

WHEREAS, Inyo County Probation Officers work collaboratively with local law enforcement, treatment providers, social service agencies and a variety of other programs, groups and individuals involved with offenders during the transition from incarceration to the community; and

WHEREAS, Inyo County Probation Officers are highly trained professionals who have the ability to promote prevention, intervention and advocacy in the interest of public safety through the use of best practices; and

WHEREAS, these devoted men and women also facilitate the re-entry of offenders into society, where their efforts in conjunction with those of many other groups, helps ensure a more lawful society and safer neighborhoods for our families; and

WHEREAS, as community corrections is affected by the down turn in the economy, the probation professional is required to be more creative in finding solutions to make sure those they supervise have the support needed to find jobs, housing and treatment; and

WHEREAS, through collaboration with community leaders and volunteering their own time off work, many officers are making a difference in the lives of those they supervise, while faced with expanding case loads, additional responsibilities and workloads; and

WHEREAS, Probation, Parole and Community Supervision Week is a time for the people of Inyo County to recognize the men and women who work each and every day to supervise offenders in our communities, while also providing support mechanisms to assist the people they supervise in becoming law abiding citizens, good neighbors and contributors to our society.

NOW THEREFORE, the Inyo County Board of Supervisors joins with other communities and the Nation in honoring these outstanding public servants by declaring the Week of July 21 through 27, 2013 as Probation, Parole and Community Supervision Week in Inyo County.

PASSED AND PROCLAIMED by the Inyo County Board of Supervisors, this 16th day of July, 2013.

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

Linda Arcularius, Chairperson
Inyo County Board of Supervisors

by: _____
Patricia Gunsolley, Assistant



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 Closed Session Informational

FROM: Public Works

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: County Service Area (CSA) No. 2 – Construction of Sewer Rehabilitation Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board approve the plans and specifications for Phase 1, of the CSA No. 2 – Sewer Rehabilitation Project; and,
2. Authorize the Interim Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The preliminary FY 2013/2014 Public Works budget includes \$229,656 for this project's construction work, out of a total project budget of \$442,399 for the CSA No. 2 - Sewer Rehabilitation Project, located in Aspendell. This project is funded through a CA Department of Water Resources (DWR) Proposition 84 Grant program, whereby the grant monies represent 75% of the project cost and the CSA No. 2 ACO budget will provide the matching 25% of the project cost. The grant funds are on a reimbursement basis, therefore the funds will be expended during the construction work, and DWR will be invoiced through the fiscal agent. Depending on timing, there may be periods where DWR reimbursement(s) will not be received for six (6) months.

This project will replace portions of the existing gravity sewer main pipe, along with numerous manholes, identified as being in poor condition allowing infiltration of groundwater into the system as well as tree root intrusion contributing to blockages. This project is Phase 1 of a two (2) phased construction approach, both of which will replace portions of the existing CSA No. 2 sewer system that have been identified with ongoing maintenance problems, tree root blockages, and groundwater infiltration issues. This two phased approach was decided upon after it became apparent that obtaining a USFS permit for working east of State Highway 168 would take an undetermined amount of time to secure. Phase 1 project work area consists of that portion of CSA No. 2 area lying west of State Highway 168. Depending on the remaining project budget after the Phase 1 project work is complete, the resulting Phase 2 project scope of work will be adjusted accordingly (and/or additional grant funds will be sought). This Phase 1 project will greatly benefit the County and the CSA No. 2 community by reducing both system maintenance costs and those costs associated with the sewage flows delivered to the USFS sewage treatment plant. The plans include a bid additive alternate item for a portion of the sewer line in Phase 1 needing to be constructed using a form of trenchless technology (pipe bursting) in an area of a heavily vegetated seasonal creek.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended because current project funds are in place to construct this sewer rehabilitation project.

OTHER AGENCY INVOLVEMENT:

- 1) Public Works Department for the development of the plans, specifications, and bid package; 2) CSA No. 2 Advisory Committee; 3) County Counsel; and, 4) County Auditor's Office.

July 16, 2013

Agenda Request Form: CSA No. 2 – Construction of Sewer Rehabilitation Project

Page 2 of 2

FINANCING:

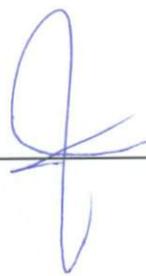
The funds for this project will be provided in the FY 2013/2014 Budget through the Public Works Budget 810001, Object Code 5700, Construction in Progress. During construction, the undesignated Fund Balance in the ACO budget may be utilized for cash flow.

APPROVALS

| | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>7/2/13</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>7/8/13</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)



Date: 7/9/13



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 Closed Session Informational

FROM: Public Works

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Agriculture Department Storage Building Construction Project: Rejection of all bids received; authorize re-advertisement and bidding of the project.

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board reject all bids received for Agriculture Department Storage Building Construction Project; and,
2. Authorize the Interim Public Works Director to re-advertise and re-bid the project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On July 5, 2013, the Assistant Board Clerk opened bids for the Agriculture Department Storage Building Construction Project. The bid tabulation is included in your Board package for reference. The three (3) bids received were above the engineers estimate for the project as well as the amount budgeted for the project. Public Works is therefore recommending that your Board reject the bids received for the proposed work and authorize the Interim Public Works Director to re-advertise and re-bid the Project.

ALTERNATIVES:

To not reject these bids and award the contract to the lowest price responsive bidder. This is not recommended as this bid amount significantly exceeds the engineers estimate for the project.

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans, specifications and bid package. County Counsel for review of the bids.

FINANCING:

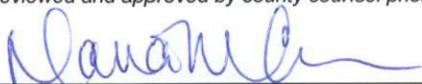
The funds for this project will be provided in the FY 2013/2014 Budget through the Department of Agriculture/Weights and Measures Budget 023300, Object Code 5640, Structures and Improvements. An Operational Transfer will be required to transfer existing funds from both the Inyo and Mono County Ag Building Trust accounts.

July 16, 2013

Agenda Request Form: Rejection of Bids - Agriculture Department Storage Building Construction Project

Page 2 of 2

APPROVALS

| | |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/9/13</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>7/10/13</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____ |

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



Date: 7/10/13

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Ag Dept Storage Bldg

Bid Opening Date: 7-5-13 Location: County Serv.

| | BIDDER NAME | Bid Amount A | Bid Amount B | Bid Amount C | Bond |
|-----|------------------------|-------------------------|-----------------|-----------------|------|
| 1. | Rudolph Construction | \$624,622 ⁰⁰ | | | ✓ |
| 2. | Hi Desert Construction | \$648,513 ⁰⁰ | | | ✓ |
| 3. | Speers Const. Co. | \$585,720 ⁰⁰ | | | ✓ |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

Opened By: Fabrice Kunsellay

Present: Jim Satem





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
23

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

FROM: County Administrator

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Proposed Alabama Hills National Scenic Area Letter of Support

DEPARTMENTAL RECOMMENDATION:

Request your Board consider correspondence reaffirming the County of Inyo's position supporting the designation of the Alabama Hills as a National Scenic Area.

SUMMARY DISCUSSION:

On May 14th your Board received 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 provided direction regarding the development of follow-up correspondence reaffirming the County of Inyo's support for the proposed designation. Based on your Board's previous discussion, the attached draft correspondence is provided for your consideration.

ALTERNATIVES:

Your Board can choose to modify the letter, or not send the letter.

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 be 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: 07-09-2013

July 16, 2013

DRAFT

The Honorable Senator Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

Subject: Proposed Alabama Hills Scenic Area

Dear Senator Feinstein:

The Inyo County Board of Supervisors previously wrote to you expressing its support for the Alabama Hills Stewardship Group's efforts to have portions of the Alabama Hills designated as a National Scenic Area, and asked your consideration relative to sponsoring implementing legislation. It has come to our attention that the County's earlier correspondence has, inadvertently and unintentionally, created some misunderstanding with regard to where the Inyo County Board of Supervisors stands on the matter of National Scenic Area designation for the Alabama Hills.

This letter is offered to clarify and amplify the Board's support for designating portions of the Alabama Hills, identified by the Alabama Hills Stewardship Group, as a National Scenic Area expressly for the specific purpose

to conserve, protect, and enhance for the benefit, use, and enjoyment of present and futures generations the nationally significant scenic, cultural, recreational, geological, educational, biological, historical, cinematographic and scientific resources of the National Scenic Area managed consistent with the principles of multiple use as defined in the Multiple-Use Sustained-Yield Act of 1960.

The Board of Supervisors believes the "purpose" cited in any legislation that may be introduced to accomplish the National Scenic Area designation must ensure that the future management of the Alabama Hills does not eliminate the specific uses the Alabama Hills Stewardship Group seeks to protect through its proposed designation. As conveyed by representatives of the Alabama Hills Stewardship Group, the specific uses to be preserved include all current activities, accesses, and multiple-use utilizations with the exception of commercial mining. Essentially, the designation is intended to preserve and protect the exact same activities that the American public, as well as businesses, have enjoyed in the Alabama Hills for the past 100-years.

The benefits of protecting one of Inyo County's treasured landscapes, so that future generations can enjoy the same access, use, and enjoyment that residents and visitors have experienced in the Alabama Hills up to this time are easily recognized. No member of the Board of Supervisors wants to see the Alabama Hills become utilized for

large-scale industrial development, as was at one time contemplated in the State of California's draft Desert Conservation Renewable Energy Plan. However, also intrinsic to the County's support for the proposed designation, is the Board's recognition of the exemplary efforts undertaken by the Alabama Hills Stewardship Group to garner broad-based support from the local community and a host of local, state and federal stakeholder groups; thereby ensuring the proposed designation meets the needs of varied interests.

In 2002, the Inyo County Board of Supervisors adopted Resolution 2002-34 establishing principles the Board will look to in considering any expansion of the Wilderness System in Inyo County. While we recognize the National Scenic Area designation is not an additional Wilderness designation, the Board is nonetheless delighted to recognize the Alabama Stewardship Group's adherence to key tenets of Resolution 2004-34, including:

- *Providing 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.*
- *Protecting existing recreation, grazing, packing, research, archaeological and cultural uses on federal lands, including access; and,*
- *Protecting private property rights; including vested water rights, and access to private land inholdings and other lands that may be affected by adjoining federal land acquisitions.*

The results of this approach speak for themselves.

The appropriateness of a National Scenic Area designation for the Alabama Hills, for the purposes already discussed, appears to us to be self-evident. However, it also seems self-evident that publicly-owned lands designated decades ago as Wilderness Study Areas, which have long since been studied and determined unsuitable for Wilderness designation, should be released from their WSA status. In Inyo County, there are eight (8) Wilderness Study Areas, encompassing over 62,000 acres (or, roughly, 100 square miles), that have are managed as Wilderness by Federal land use agencies even after the agencies' studies have determined that lands are not suitable for Wilderness designation. Although the Board of Supervisors is not conditioning its support for the Alabama Hills National Scenic designation on the release of WSAs in Inyo County, we are taking this opportunity to ask you to investigate and consider sponsoring legislation to release as least some of the County's longstanding Wilderness Study Areas. Similar to protecting the Alabama Hills to preserve access, we believe releasing WSAs that unnecessarily limit access, use, and enjoyment of public lands is also the right thing to do.

As conveyed in our previous letter, if you are inclined to sponsor legislation to secure the National Scenic Area designation for the Alabama Hills, the County's preference is

that this be accomplished as stand-alone legislation. However, we also understand that, in the current political climate in Washington, this may not be practical or possible. We ask only that, should you decide to proceed with the legislation and find it necessary to combine protection of the Alabama Hills into a larger piece of legislation, or an omnibus bill, that you please understand that the Board may need to evaluate broader issues contained in the resulting legislation and comment accordingly.

We appreciate the opportunity to clarify our support for National Scenic Area designation for the Alabama Hills and, more so, for you and your staff seeking our input and your consideration of our thoughts on the matter. If you require any additional information or input, please ask your staff contact the County Administrator, Kevin Carunchio, at (760) 878-0300. As always, the Board of Supervisors would welcome the opportunity for a County delegation to meet with you on this or any other matter.

Sincerely,

Linda Arcularius
Chairperson, Inyo County Board of Supervisors

cc: The Honorable Congressman Col. Paul Cook (retired)
Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Rural County Representatives of California
California State Association of Counties
National Association of Counties



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|-------------------------------------------------|
| For Clerk's Use Only AGENDA NUMBER 24 |
|-------------------------------------------------|

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Request to extend temporary employment of an Account Clerk III.

DEPARTMENTAL RECOMMENDATION:

Request that your Board authorize the Auditor-Controller to extend the temporary employment of one Account Clerk III at Range 051PT step A (\$14.21/hr.), not to exceed December 2, 2013. Contingent upon the adoption of the FY 13/14 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In November 2012, the Auditor's office received a resignation for their full time Account Clerk. This position is an essential part of the Auditor's office daily functions. Not only does this position perform all of the general clerical work, such as distributing mail, tracking agenda requests, performing entry level accounting, and disbursing over a hundred checks a day, they are the central hub of the office.

The Auditor's office choice to postpone filling the position with a permanent employee right away so we could explore re-organization options. In the interim, a temporary position was filled in the beginning of December 2012 to keep operations moving along. On August 2nd 2013, the approved eight month temporary position will expire leaving the Auditor's office with a third vacancy. The Auditor's office will be bringing a permanent request to fill this vacancy during the upcoming budget process.

ALTERNATIVES:

Your Board could choose not to extend the temporary Account Clerk III position. However, denying this request would result in a significant shortage of staff in our office and a continued workload increase to the remaining Auditor's staff.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

There is sufficient salary savings in the Auditor's budget (010400) in the salaries and benefits object codes to fund this temporary position.

| APPROVALS | |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) N/A Approved: _____ Date: _____ |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Amy Shepherd Approved: <input checked="" type="checkbox"/> Date: 7/8/13 |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Sue DC Approved: <input checked="" type="checkbox"/> Date: 7/8/13 |
| BUDGET OFFICER: | BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) N/A Approved: _____ Date: _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Amy Shepherd Date: 7/8/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Request to hire one full time Administrative Secretary I or II in the Health and Human Services Public Health Division

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 Administrative Secretary I/II exists in the Health, and Health Grants, as certified by the Health and Human Services Director and concurred with by the County Administrator and the Auditor-Controller; and
- B. where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C. approve the hiring of one full time Administrative Secretary I, Range 56 (\$2,980 - \$3,618) or Administrative Secretary II, Range 60 (\$3,271 - \$3,973), contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In early June 2013, the secretary to the Public Health Division received a promotion to another position within the Fiscal Division of Health & Human Services. The last day in her role as the Administrative Secretary is June 20, 2013. The position being vacated is essential to the function of Public Health. It provides administrative support, including: purchases for the clinic and jail facility needed for the delivery of services; assists in the development of state plans, budgets and contracts and submits them for processing throughout the county; provides training and supervision to front office staff; acts as a liaison to medical providers assisting with the management of client referrals and assuring provider reimbursement; functions within the disaster preparedness grants by tracking grant objectives and maintaining immunization inventory and orders as needed. Additionally, this position is able to assist the front office staff and the processing of clients in the clinical setting. This position assists in the overall program planning and development of the division goals.

The impact of this vacancy is of even greater significance with the recent employee retirements within the division and any employee overlap of duties is nonexistent at this time. During the next 2 months State Plans and Budgets for multiple grants as well as annual state reports will become due and without this position assisting, the completion of such documents will be challenging.

ALTERNATIVES:

The Board could choose to not approve the recruitment and hiring of a full time Administrative Secretary I or II which would leave the Public Health Division unable to continue to deliver care or programs at our current level. Without the replacement of this position the administrative duties and purchases for the Division would be significantly delayed and the ability to meet State and County deadlines would be compromised.

OTHER AGENCY INVOLVEMENT:

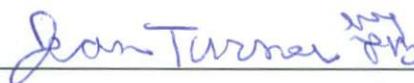
FINANCING:

State and Federal funding, and Health Realignment. This position is budget 80% in Health (045100) and 20% in Maternal, Child and Adolescent Health (641613) in the Salaries and Benefits object codes.

| <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> CNS </u> Date: <u> 6/28/13 </u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u> ✓ </u> Date: <u> 06-25-2013 </u> |
| BUDGET OFFICER: | BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-3-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
26

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

FROM: HEALTH & HUMAN SERVICES, ESAAA

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Approval of the Standard Agreement for Contract Number A3-1314-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:

Request Board approve contract #A3-1314-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$262,606 for the period of July 1, 2013 through September 30, 2013, and authorize the Chairperson to sign the Standard Agreement, and the Contractor/Vendor Confidentiality Statement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is one of two contracts with CDA that your Board will review today. Due to Sequestration and the fact that it requires that all savings be realized within the FFY to which they correspond, CDA implemented federal funding cuts in May 2013 for FY 12/13. In order for CDA to show that all cuts were realized by September 30, 2013, they have broken State FY 13/14 budgets into two separate periods, 1) July 1, 2013-September 30, 2013 and 2) October 1, 2013-June 30, 2014. In the Instructions for Processing the Area Plan Contracts, it specifically states that each Contract Package must stand on it's own, which is why you will be seeing two separate ARF's to address each of the contracts that were sent to Inyo County.

The contracted amount for this three month period is \$262,606. The contracted amount for the nine month period is \$437,117 and will be discussed in a separate ARF. However we bring up this amount so that your Board can be informed of the total twelve months of funding and what the cuts are to each funding source in the terms of a full year of funding. Additionally in FY 13/14, for the first three month contract the State was awarded additional funding that they are referring to as Special Nutrition Funding, that help to lessen the State General Funding cuts that were originally transmitted to Inyo County. These funds total \$121,667 and we are strongly encouraged to spend the Special Nutrition Funds during the first three months, but we will have the ability to carryover any remainder of these funds into the nine month contract. This is significant for our County since the three months and the nine months isn't a typical 25%/75% split, but rather a 38%/62% split, inadequately loading up the first three months and leaving gaps in the last nine months.

The total twelve months of funding and increases or cuts is as follows: \$108,948 for IIB Supportive Services (\$1,542 more than FY 12/13); a total of \$51,768 for Ombudsman Services (\$1,880 less than FY 12/13); \$253,815 for IIC1 Congregate Nutrition services (\$37,941 more than FY 12/13); \$206,445 for IIC2 Home Delivered services (\$86,735 less than FY 12/13); \$2,452 for IID Disease Prevention services (\$130 less than FY 12/13); \$16,367 for IIE Family Caregiver services (\$640 less than FY 12/13); and \$59,928 for Administration (\$1,252 less than FY 12/13). The total cuts to the FY 13/14 allocations, compared to the final FY 12/13 allocations is \$51,154.

ALTERNATIVES:

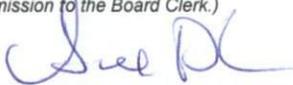
Receipt of any funding for ESAAA is contingent upon execution of this contract. Failure to move forward on these requested actions will disrupt services to seniors in the region.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, CA Indian Legal Services

FINANCING:

State and Federal dollars. Total amount of this contract is \$262,606, and is budgeted as revenue in the 3 month ESAAA Budget in the State and Federal revenue object codes. Total federal dollars = \$114,144, and total state dollars = \$148,462.

| <u>APPROVALS</u> | |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>7/2/2013</u> |
| AUDITOR/CONTROLLER:  | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>7/3/13</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>7/8/13</u> |
| BUDGET OFFICER: | BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 7-9-13

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

| |
|---------------------------------------|
| AGREEMENT NUMBER A3-1314-16 |
| REGISTRATION NUMBER |

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
 California Department of Aging

CONTRACTOR'S NAME
 County of Inyo

2. The term of this Agreement is: July 1, 2013 Through September 30, 2013

3. The maximum amount of this Agreement is: **\$ 262,606.00**
 Two hundred sixty-two thousand six hundred six and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--------------------------------------------------------------------------------------------------------------------------|------------|
| Exhibit A – Scope of Work | 14 page(s) |
| Exhibit B – Budget Detail, Payment Provisions, and Closeout | 12 page(s) |
| Exhibit C* – General Terms and Conditions | GTC 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 28 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | 15 page(s) |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

| | | |
|-------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONTRACTOR | | California Department of General Services Use Only <input checked="" type="checkbox"/> Exempt per: Older Californians Act and AG OP 80-111 |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Inyo | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS 163 May Street Bishop CA 93514 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME California Department of Aging | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Dyanne Macias, Manager, Contracts and Business Services | | |
| ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834 | | |

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Planning Estimate
 Fiscal Year 2013/14
 3 Months Contract (effective July 1, 2013-September 30, 2013)
 County of Inyo**

| | Baseline | Cumulative Baseline Adjustments | Updated Baseline | Cumulative Transfers | Cumulative OTO | Updated Total | Net Change |
|------------------------------------------|----------------|------------------------------------|---------------------|-------------------------|-------------------|------------------|---------------|
| Supportive Services | | | | | | | |
| Federal Title IIIB | 27,641 | - | 27,641 | - | - | 27,641 | - |
| Total Supportive Services | 27,641 | - | 27,641 | - | - | 27,641 | - |
| Ombudsman | | | | | | | |
| Federal Title IIIB | 3,375 | - | 3,375 | - | - | 3,375 | - |
| Federal Title VII Ombudsman | 4,426 | - | 4,426 | - | - | 4,426 | - |
| Special Deposit (SDF) | 311 | - | 311 | - | - | 311 | - |
| SNF Quality & Accountability | 4,249 | - | 4,249 | - | - | 4,249 | - |
| Total Ombudsman | 12,361 | - | 12,361 | - | - | 12,361 | - |
| Congregate Nutrition | | | | | | | |
| Federal Title IIIC1 | 32,349 | - | 32,349 | - | - | 32,349 | - |
| General Fund C1 | 7,462 | - | 7,462 | - | - | 7,462 | - |
| C1 Special Nutrition Funds | 76,605 | - | 76,605 | - | - | 76,605 | - |
| NSIP C1 | 2,464 | - | 2,464 | - | - | 2,464 | - |
| Total Congregate Nutrition | 118,880 | - | 118,880 | - | - | 118,880 | - |
| Home-Delivered Meals | | | | | | | |
| Federal Title IIIC2 | 18,517 | - | 18,517 | - | - | 18,517 | - |
| General Fund C2 | 14,736 | - | 14,736 | - | - | 14,736 | - |
| C2 Special Nutrition Funds | 45,062 | - | 45,062 | - | - | 45,062 | - |
| NSIP C2 | 6,142 | - | 6,142 | - | - | 6,142 | - |
| Total Home Delivered Meals | 84,457 | - | 84,457 | - | - | 84,457 | - |
| Disease Prevention | | | | | | | |
| Federal Title IIID | 564 | - | 564 | - | - | 564 | - |
| Total Disease Prevention | 564 | - | 564 | - | - | 564 | - |
| Family Caregiver | | | | | | | |
| Federal Title IIIE | 3,811 | - | 3,811 | - | - | 3,811 | - |
| Total Family Caregiver | 3,811 | - | 3,811 | - | - | 3,811 | - |
| Elder Abuse | | | | | | | |
| Federal Title VII Elder Abuse Prevention | 145 | - | 145 | - | - | 145 | - |
| Total Elder Abuse | 145 | - | 145 | - | - | 145 | - |
| Administration | | | | | | | |
| Federal Title IIIB | 4,799 | - | 4,799 | - | - | 4,799 | - |
| Federal Title IIIC1 | 5,045 | - | 5,045 | - | - | 5,045 | - |
| Federal Title IIIC2 | 2,890 | - | 2,890 | - | - | 2,890 | - |
| Federal Title IIIE | 1,976 | - | 1,976 | - | - | 1,976 | - |
| General Fund C1 | 29 | - | 29 | - | - | 29 | - |
| General Fund C2 | 8 | - | 8 | - | - | 8 | - |
| Total Administration | 14,747 | - | 14,747 | - | - | 14,747 | - |
| Grand Total - All Funds | 262,606 | - | 262,606 | - | - | 262,606 | - |

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Planning Estimate
 Fiscal Year 2013/14
 3 Months Contract (effective July 1, 2013-September 30, 2013)
 County of Inyo**

| | Baseline | Cumulative Baseline Adjustments | Updated Baseline | Cumulative Transfers | Cumulative OTO | Updated Total | Net Change |
|------------------------------|----------|------------------------------------|---------------------|-------------------------|-------------------|------------------|---------------|
| Funding Summary | | | | | | | |
| Federal Funds | 114,144 | - | 114,144 | - | - | 114,144 | - |
| General Fund | 22,235 | - | 22,235 | - | - | 22,235 | - |
| Special Nutrition Funds | 121,667 | - | 121,667 | - | - | 121,667 | - |
| SNF Quality & Accountability | 4,249 | - | 4,249 | - | - | 4,249 | - |
| Special Deposit | 311 | - | 311 | - | - | 311 | - |
| | 262,606 | - | 262,606 | - | - | 262,606 | - |

Comments:

The maximum amount of Title III-E expenditures allowable for supplemental services is: 1,543

The maximum amount of Title III-E expenditures allowable for Grandparents is: 772

The minimum General Fund to be expended for State Match in Title III is: 4,651

| CFDA NUMBER | Title | Year | Award Number | Award Name |
|-------------|--------------------------------------|------|--------------|--------------------------------------------------------------------------------------------|
| 93.041 | Title VII: Elder Abuse Prevention | 2013 | 13AACAT7SP | Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities |
| 93.042 | Title VII: Ombudsman | 2013 | 13AACAT7SP | Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities |
| 93.043 | IIID: Preventive Health | 2013 | 13AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.044 | IIIB: Supportive Services | 2013 | 13AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.045 | IIIC1: Congregate Meals | 2013 | 13AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.045 | IIIC2: Home-Delivered Meals | 2013 | 13AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.052 | IIIE: NFCSP | 2013 | 13AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.053 | Nutrition Services Incentive Program | 2013 | 13AACANSIP | Older Americans Act Section 311-Nutrition Services Incentive Program |

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

| CERTIFICATION | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements. | |
| CONTRACTOR/VENDOR NAME: | CONTRACT NUMBER: |
| AUTHORIZED SIGNATURE: | PRINTED NAME AND TITLE OF PERSON SIGNING: |
| <p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none">• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.• all access codes which allow access to confidential information will be properly safeguarded.• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.• CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor. | |

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.

- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: HEALTH & HUMAN SERVICES, ESAAA

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Approval of the Standard Agreement for Contract Number A9-1314-16 between California Department of Aging and County of Inyo

DEPARTMENTAL RECOMMENDATION:

Request Board approve contract #A9-1314-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$437,117 for the period of October 1, 2013 through June 30, 2014, and authorize the Chairperson to sign the Standard Agreement, the Contractor/Vendor Confidentiality Statement, and the Contractor Certification Clauses (CCC-307).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract is the second of the two contracts with CDA that your Board will review today. Due to Sequestration and the fact that it requires that all savings be realized within the FFY to which they correspond, CDA implemented federal funding cuts in May 2013 for FY 12/13. In order for CDA to show that all cuts were realized by September 30, 2013, they have broken State FY 13/14 budgets into two separate periods, 1) July 1, 2013-September 30, 2013 and 2) October 1, 2013-June 30, 2014. In the Instructions for Processing the Area Plan Contracts, it specifically states that each Contract Package must stand on it's own, which is why you have seen two separate ARF's to address each of the contracts that were sent to Inyo County.

The contracted amount for this nine month period is \$437,117. The contracted amount for the three month period is \$262,606 and was discussed in the previous ARF. However we bring up this amount so that your Board can be informed of the total twelve months of funding and what the cuts are to each funding source in the terms of a full year of funding. Additionally in FY 13/14, for the first three month contract the State was awarded additional funding that they are referring to as Special Nutrition Funding, that help to lessen the State General Funding cuts that were originally transmitted to Inyo County. These funds total \$121,667 and we are strongly encouraged to spend the Special Nutrition Funds during the first three months, but we will have the ability to carryover any remainder of these funds into the nine month contract. This is significant for our County since the three months and the nine months isn't a typical 25%/75% split, but rather a 38%/62% split, inadequately loading up the first three months and leaving gaps in the last nine months.

The total twelve months of funding and increases or cuts is as follows: \$108,948 for IIIB Supportive Services (\$1,542 more than FY 12/13); a total of \$51,768 for Ombudsman Services (\$1,880 less than FY 12/13); \$253,815 for IIIC1 Congregate Nutrition services (\$37,941 more than FY 12/13); \$206,445 for IIIC2 Home Delivered services (\$86,735 less than FY 12/13); \$2,452 for IIID Disease Prevention services (\$130 less than FY 12/13); \$16,367 for IIIE Family Caregiver services (\$640 less than FY 12/13); and \$59,928 for Administration (\$1,252 less than FY 12/13). The total cuts to the FY 13/14 allocations, compared to the final FY 12/13 allocations is \$51,154.

ALTERNATIVES:

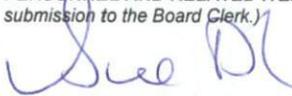
Receipt of any funding for ESAAA is contingent upon execution of this contract. Failure to move forward on these requested actions will disrupt services to seniors in the region.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, CA Indian Legal Services

FINANCING:

State and Federal dollars. Total amount of this contract is \$437,117, and is budgeted as revenue in the 9 month ESAAA Budget in the State and Federal revenue object codes. Total federal dollars = \$356,734, and total state dollars = \$80,383.

| APPROVALS | |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL:  | <p>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.)</p> <p>Approved: <u>yes</u> Date: <u>7/2/2013</u></p> |
| AUDITOR/CONTROLLER:  | <p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</p> <p>Approved: <u>yes</u> Date: <u>7/3/13</u></p> |
| PERSONNEL DIRECTOR: | <p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</p> <p></p> <p>Approved: <u>✓</u> Date: <u>7/8/13</u></p> |
| BUDGET OFFICER: | <p>BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</p> <p>Approved: _____ Date: _____</p> |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-9-13

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Planning Estimate
 Fiscal Year 2013/14
 9 Months Contract (effective October 1, 2013-June 30, 2014)
 County of Inyo**

| | Baseline | Cumulative Baseline Adjustments | Updated Baseline | Cumulative Transfers | Cumulative OTO | Updated Total | Net Change |
|------------------------------------------|----------------|------------------------------------|---------------------|-------------------------|-------------------|------------------|---------------|
| Supportive Services | | | | | | | |
| Federal Title IIIB | 81,307 | - | 81,307 | - | - | 81,307 | - |
| Total Supportive Services | 81,307 | - | 81,307 | - | - | 81,307 | - |
| Ombudsman | | | | | | | |
| Federal Title IIIB | 10,929 | - | 10,929 | - | - | 10,929 | - |
| Federal Title VII Ombudsman | 14,182 | - | 14,182 | - | - | 14,182 | - |
| Special Deposit (SDF) | 933 | - | 933 | - | - | 933 | - |
| SNF Quality & Accountability | 12,746 | - | 12,746 | - | - | 12,746 | - |
| Total Ombudsman | 38,790 | - | 38,790 | - | - | 38,790 | - |
| Congregate Nutrition | | | | | | | |
| Federal Title IIIC1 | 102,903 | - | 102,903 | - | - | 102,903 | - |
| General Fund C1 | 22,384 | - | 22,384 | - | - | 22,384 | - |
| C1 Special Nutrition Funds | - | - | - | - | - | - | - |
| NSIP C1 | 9,648 | - | 9,648 | - | - | 9,648 | - |
| Total Congregate Nutrition | 134,935 | - | 134,935 | - | - | 134,935 | - |
| Home-Delivered Meals | | | | | | | |
| Federal Title IIIC2 | 53,731 | - | 53,731 | - | - | 53,731 | - |
| General Fund C2 | 44,209 | - | 44,209 | - | - | 44,209 | - |
| C2 Special Nutrition Funds | - | - | - | - | - | - | - |
| NSIP C2 | 24,048 | - | 24,048 | - | - | 24,048 | - |
| Total Home Delivered Meals | 121,988 | - | 121,988 | - | - | 121,988 | - |
| Disease Prevention | | | | | | | |
| Federal Title IIID | 1,888 | - | 1,888 | - | - | 1,888 | - |
| Total Disease Prevention | 1,888 | - | 1,888 | - | - | 1,888 | - |
| Family Caregiver | | | | | | | |
| Federal Title IIIE | 12,556 | - | 12,556 | - | - | 12,556 | - |
| Total Family Caregiver | 12,556 | - | 12,556 | - | - | 12,556 | - |
| Elder Abuse | | | | | | | |
| Federal Title VII Elder Abuse Prevention | 472 | - | 472 | - | - | 472 | - |
| Total Elder Abuse | 472 | - | 472 | - | - | 472 | - |
| Administration | | | | | | | |
| Federal Title IIIB | 14,342 | - | 14,342 | - | - | 14,342 | - |
| Federal Title IIIC1 | 16,265 | - | 16,265 | - | - | 16,265 | - |
| Federal Title IIIC2 | 8,493 | - | 8,493 | - | - | 8,493 | - |
| Federal Title IIIE | 5,970 | - | 5,970 | - | - | 5,970 | - |
| General Fund C1 | 88 | - | 88 | - | - | 88 | - |
| General Fund C2 | 23 | - | 23 | - | - | 23 | - |
| Total Administration | 45,181 | - | 45,181 | - | - | 45,181 | - |
| Grand Total - All Funds | 437,117 | - | 437,117 | - | - | 437,117 | - |

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Planning Estimate
 Fiscal Year 2013/14
 9 Months Contract (effective October 1, 2013-June 30, 2014)
 County of Inyo**

| | Baseline | Cumulative Baseline Adjustments | Updated Baseline | Cumulative Transfers | Cumulative OTO | Updated Total | Net Change |
|------------------------------|----------|------------------------------------|---------------------|-------------------------|-------------------|------------------|---------------|
| Funding Summary | | | | | | | |
| Federal Funds | 356,734 | - | 356,734 | - | - | 356,734 | - |
| General Fund | 66,704 | - | 66,704 | - | - | 66,704 | - |
| Special Nutrition Funds | - | - | - | - | - | - | - |
| SNF Quality & Accountability | 12,746 | - | 12,746 | - | - | 12,746 | - |
| Special Deposit | 933 | - | 933 | - | - | 933 | - |
| | 437,117 | - | 437,117 | - | - | 437,117 | - |

Comments:

The maximum amount of Title III E expenditures allowable for supplemental services is: 4,940

The maximum amount of Title III E expenditures allowable for Grandparents is: 2,470

The minimum General Fund to be expended for State Match in Title III is: 14,108

| CFDA NUMBER | Title | Year | Award Number | Award Name |
|----------------|--------------------------------------|------|--------------|--------------------------------------------------------------------------------------------|
| 93.041 | Title VII: Elder Abuse Prevention | 2014 | 14AACAT7SP | Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities |
| 93.042 | Title VII: Ombudsman | 2014 | 14AACAT7SP | Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities |
| 93.043 | IIID: Preventive Health | 2014 | 14AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.044 | IIIB: Supportive Services | 2014 | 14AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.045 | IIIC1: Congregate Meals | 2014 | 14AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.045 | IIIC2: Home-Delivered Meals | 2014 | 14AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.052 | IIIE: NFCSP | 2014 | 14AACAT3SP | Older Americans Act Title III-Grants for State & Community Programs on Aging |
| 93.053 | Nutrition Services Incentive Program | 2014 | 14AACANSIP | Older Americans Act Section 311-Nutrition Services Incentive Program |

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|-------------------------------------------------|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

| CERTIFICATION | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements. | |
| CONTRACTOR/VENDOR NAME: | CONTRACT NUMBER: |
| AUTHORIZED SIGNATURE: | PRINTED NAME AND TITLE OF PERSON SIGNING: |
| <p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none">• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.• all access codes which allow access to confidential information will be properly safeguarded.• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.• CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor. | |

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.

- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization.



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

Consent Departmental Correspondence Action

Public Hearing Schedule time for Closed Session Informational

FROM: Road Department

FOR THE BOARD MEETING OF: July ¹⁶~~9~~, 2013

SUBJECT: Approval of Road Cost Accounting Maintenance & Support Services for 2013-2014

For Clerk's Use
Only:

AGENDA NUMBER

28

DEPARTMENTAL RECOMMENDATIONS:

Request ratification of the agreement between the County of Inyo and Cascade Software Systems, Inc. (CSS), for the provision of Software Maintenance and Support Services for the Road Department's Cost Accounting Program (CAMS) in an amount not to exceed \$12,621.46 for the period of July 1, 2013 through June 30, 2014 and authorize the chairperson to sign, contingent upon the Board's adoption of the 2013-2014 fiscal year budget.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Your Board on March 21, 1995 approved the contract and installation of the Cascade Software's Road Department Cost Accounting Software. This software program has been maintained by the contractor, as per the original agreement and each year provides the necessary technical support on all upgrades specific to the cost accounting. The State Controller's office is extremely pleased with our audit each year as Cascade Software System has been developed specifically to provide the State with exactly what it requires.

ALTERNATIVES:

To not approve the contract would cause extreme difficulty in obtaining any technical support for the system. There are no other vendors that have this protected and exclusive program, nor are there any individuals that are not employed by Cascade Software who can provide us with the technical support and upgrades to this specific system.

OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor's Office, Cascade Software, Inc.

FINANCING:

To be budgeted in the Road Department Budget Unit 034600, object 5265 for Fiscal Year 2013-14

APPROVALS

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|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) | Approved: <u>yes</u> | Date <u>7/2/13</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>7/8/13</u> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) | Approved: <u>N/A</u> | Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 7/9/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

| |
|-------------------------------------------------------------------------------------------------|
| For Clerk's Use Only: AGENDA NUMBER 29 |
|-------------------------------------------------------------------------------------------------|

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Approval of Amendment No. 4 to the contract for engineering services with Quincy Engineering, Inc. (Quincy) for the Sabrina Bridge Replacement Project.

DEPARTMENTAL RECOMMENDATIONS: Request that the board:

1. Approve Amendment No. 4 to County of Inyo Standard Contract No. 156 between the County of Inyo and Quincy Engineering, Inc. (Quincy) of Sacramento, California for the provision of engineering in the amount of \$154,142 for the Sabrina Bridge Replacement Project, increasing the total contract amount from \$838,632 to \$992,774 and amending the scope of work, which amendment will be presented during discussion.
2. Authorize the chairperson to execute the amendment, contingent upon obtaining appropriate signatures; and contingent upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Sabrina Bridge spans the Middle Fork of Bishop Creek at Sabrina Road approximately 0.3 miles west of the intersection of Sabrina Road and S.R. 168. During the summer season, Sabrina Bridge provides access to Lake Sabrina, an important tourist destination for fishing, boating, camping, and hiking. The bridge is susceptible to scour, and is considered functionally obsolete according to the criteria of the Department of Transportation's (Caltrans') Bridge Inspection Program. Both the superstructure and the foundations of the bridge will be completely replaced; and the approach roadway on both sides of the bridge will be realigned to improve sight distance. This project is currently under construction, and is anticipated to be completed by mid-October 2013.

Quincy completed engineering design and plan preparation for the Sabrina Road Bridge Replacement Project, and is currently providing on-site inspection services during construction. The Resident Engineer for the project, who is responsible for the overall contract administration and construction engineering, also supervises consultant on-site inspection, is a county employee. The need for Quincy's services and the county Resident Engineer was expected to end during July 2013 with the completion of construction activities. However, construction is now anticipated to continue until mid-October 2013.

The Public Works Department has requested that Quincy continue to provide on-site inspection services for the duration of the project. Quincy has also been requested to provide Resident Engineer services for the duration of the project because the county Resident Engineer will retire on July 18, 2013. His retirement will leave the County without staff to perform the Resident Engineering duties for this project. The cost of these additional services is estimated at \$154,142. This estimated cost includes prevailing wages, equipment (for inspection personnel), mileage, and per diem (only for Quincy personnel who are not Inyo County residents).

The project is funded by the Highway Bridge Program (HBP) and Toll Credit Program, which will reimburse the county for 100 percent of the construction and construction engineering costs of the project. The project is also eligible for Toll Credits, which will fund the match for the construction phase of the project. Section 1044 of the

eligible for Toll Credits, which will fund the match for the construction phase of the project. Section 1044 of the Intermodal Surface Transportation Efficiency Act permits states to apply the value of certain highway expenditures funded with toll revenues toward the required state match on current federal-aid projects. The HBP will reimburse the county for 88.53 percent of the construction and construction engineering costs of the project and the Toll Credits Program will pay the remaining 11.47 percent match. Therefore, the Public Works Department is requesting that the Board approve this amendment.

ALTERNATIVES:

The Board could choose not to approve the Amendment No. 4 for Resident Engineer services with Quincy for the Sabrina Bridge Replacement Project. This is not recommended because the Public Works Department does not have staff that are experienced with bridge construction who can be assigned to the project on a full-time basis. In addition, the additional cost to the county (for which the county will be reimbursed) for Quincy to provide Resident Engineer services is only \$14,000 more than the county Resident Engineer would bill to the project.

OTHER AGENCY INVOLVEMENT:

County counsel, the auditor, and the risk manager must review and sign the amendment.

FINANCING: The cost of construction support services will be paid through budget unit 034601, State Funded Roads, object code 5711, Sabrina Bridge. The cost of the Sabrina Road Bridge Replacement Project will be reimbursed by the HBP and Toll Credits Program. The HBP and Toll Credits procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with HBP and Toll Credits Program funds.

APPROVALS

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|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) | Approved: <u>Yes</u> | Date <u>7/11/13</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>7/11/13</u> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) | Approved: <u>N/A</u> | Date _____ |

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 7/11/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|--------------------------------------------------|
| For Clerk's Use Only: AGENDA NUMBER 30 |
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time: Closed Session Informational

FROM: County Counsel/Planning Department

FOR THE BOARD MEETING OF: July 16, 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.

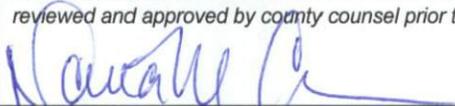
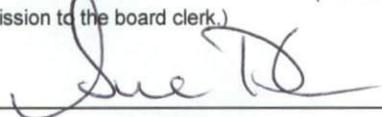
¹ Refer to <http://inyoplanning.org/projects.htm> for more information regarding the project.

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 the preliminary budget FY 2013-14 can be accommodated in the FY 2013-14 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.

| APPROVALS | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/9/13</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>7/10/13</u> |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>7/9/13</u> |

DEPARTMENT HEAD SIGNATURE:  Date: 7-9-13
 (Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 7-10-13
 (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 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 July 16, 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 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 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: James C. Reed

Dated: _____

Dated: July 9, 2013

APPROVED AS TO FORM AND
LEGALITY:

Hannah A.
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

iC:Contracts/Misc.Agreements/Liebersbach2013.123

ATTACHMENT A

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

TERM:

FROM: JULY 16, 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 Council. 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: July 16, 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: JULY 16, 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.

**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

31

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF July 16, 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

32

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

FROM: County Administrator

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Approval of Amendment #1 to the Memorandum of Understanding between the County of Inyo and the Superior Court of California, Inyo County, as it pertains to Juvenile Dependency Counsel Costs and Responsibilities

DEPARTMENTAL RECOMMENDATION:

Request your Board (1) approve Amendment #1 to the Memorandum of Understanding between the County of Inyo and the Superior Court of California, Inyo County, as it pertains to Juvenile Dependency Counsel Costs and Responsibilities, and authorize the County Administrative Officer to sign contingent on signatures by the Court, and (2) authorize the County Administrator, on behalf of the County, to exercise the Termination of Juvenile Dependency Costs Arrangement clause contained in the proposed amendment if, in the future, he determines it is in the County's interests to do so.

SUMMARY DISCUSSION:

Since the State of California assumed responsibility for the operation and funding of the Superior Court, the County has continued to provide certain services to the Court under the terms of a Memorandum of Understanding (MOU). Over the years the MOU has been updated from time to time to reflect current status of relevant legislation and implement modifications to service levels and/or compensation desired by the parties. The MOU was rigorously renegotiated in July 2011.

As set forth in AB 233 and pursuant to California Government Codes § 77003, 77200 and California Rule of Court 10.810 (formerly Rule 810), the State is responsible for funding the cost of counsel in juvenile dependency actions, and any associated costs. However, rather than directly coordinate and fund the costs of juvenile dependency counsel, the Court has, historically, negotiated with the County to provide these services through the agreements the County maintains with contract attorneys who provide the balance of public defender services for which the County is obligated to provide. Under the "Fiscal Operations Assumed by the Court" section, the 2011 MOU currently provides:

D. The Court's obligation to pay for the cost of counsel in juvenile dependency actions, and any associated costs, is satisfied by the payment of 50% of Inyo County's first dependency public defender contract and 50% of Inyo County's second dependency public defender contract to the County by the Court. Any and all costs for appointment of counsel outside of those with whom the County has public defender contracts, and related services, for dependency representation shall be the sole responsibility of the Court;

Under this arrangement, the Court will have paid the County approximately \$106,000 in Fiscal Year 2012-2013 for having the County's four (4) contract public defenders provide juvenile dependency counsel

services as part of their scopes of work. These funds are used to defray the costs of the County's public defender budget, which was approved at \$854,654 in Fiscal Year 2012-2013.

The Court has indicated that it desires to renegotiate aspects of the MOU, including the payments for juvenile dependency counsel services provided by the County on behalf of the Court. Beginning in Fiscal Year 2013-2014, the State of California will only reimburse the Superior Court of California, County of Inyo, up to \$76,990 for its juvenile dependency counsel costs, and the Court asked the County to consider continuing to provide juvenile dependency counsel services on behalf of the Court capped at \$76,990 per year. (The Court has also expressed its interest in having the County continue its efforts to re-instate a fifth, part-time public defender contract.) However, since Fiscal Year 2003-2004, the lowest amount of money the Court has ever paid the County for providing its juvenile dependency counsel services is \$82,051. Furthermore, the Court, and not the County, has sole authority for appointing public defenders to any case within its jurisdiction, including juvenile dependency matters, and for setting the Court calendars. Assigning public defenders to juvenile dependency matters can require up to four attorneys. This, in turn, may create scheduling conflicts with other public defender cases, resulting in the Court appointing out-of-contract attorneys for other public defender services at additional expense to the County. It, therefore, becomes difficult for the County to consider accepting less money for funding obligations in which it has very little, or no control of the costs.

Alternately, simply amending the MOU to eliminate the current reimbursement arrangement for juvenile dependency services provided on behalf is also problematic for both parties. It is unlikely that the Court will be able to obtain the same level of juvenile dependency services for its budget allocation of \$76,990, and the Court will incur additional administrative responsibilities in implementing its own, or a State-sponsored juvenile dependency program. Furthermore, the loss of Court funding provided through the MOU would impact the County because each of the current public defender contracts would have to be renegotiated; an arduous task at best, and one unlikely to result in a dollar-for-dollar savings in lost Court-derived revenue.

The attached amendment to the MOU has been negotiated in the effort to best meet the needs of both the Court and the County in a very challenging fiscal environment for both parties. Specific aspects of the amendment include:

- Providing either the Court or County the ability to extricate itself from the juvenile dependency funding arrangement with 60-day notice, ending on a quarter of the fiscal year. This provides time for the County to renegotiate its public defender contract should the Court choose to implement other options for meeting its juvenile dependency obligations. Similarly, if the County chooses to eliminate juvenile dependency from its public defender contracts, the Court will have time to develop its own program.
- Incentivizing the County to hire a fifth, part-time public defender by changing the funding allocation from the current arrangement (50% of the 'first' juvenile public defender contract and 50% of the 'second' juvenile public defender contract) and the historic arrangement – 65% of the first juvenile public defender contract and 25% of the second juvenile public defender contract – to a new formula where the County will only be reimbursed 50% of the 'first' juvenile public defender contract and 25% of the 'second' juvenile public defender contract if it only maintains four, full-time public defender contracts. Based on current contracts, this would decrease the Courts annual payment to the County from about \$106,000 to \$82,750. However, if the County engages a fifth, part-time public defender with limited responsibilities as a 'third' public defender for juvenile matters, the Court would reimburse the County 50% of the 'first' juvenile public defender contract and 50% of the 'second' juvenile public defender contract – about \$109,000 per year based on current contract costs.

- The contract protects the Court from lapses in County public defender contracts, by providing that the County will be responsible for out-of-contract appointments in juvenile dependency matters – something the Court is currently obligated to pay for – whenever the number of contract public defenders drops below four for more than 30-days.
- The amendment recognizes the fiscal challenges the Court expects to face during the next three fiscal years by incorporating a three-year funding arrangement whereby regardless of costs, the Court will pay the County an average of \$100,000 a year for providing juvenile dependency counsel services. The payments will be uneven: \$146,020 in FY 2013-2014; and \$76,990 in fiscal years 2014-2015 and 2015-2016. Additionally, the Court will not be obligated to pay for outside appointment if certain circumstances exist related to the number of public defenders with whom the County has contracts, and their availability.
- The amendment also provides tools to facilitate communication between the Court and County regarding the appointments of outside counsel, in all public defender matters, which will hopefully reduce the number of such appointments.

ALTERNATIVES:

Your Board could choose not to approve the amendment to the MOU, however, this is not recommended because the Court will not be able to continue paying the County under the current funding arrangement without fiscal duress to other Court programs and could result in the entire MOU being terminated. Amending the MOU to eliminate the current cost-sharing arrangement for juvenile dependency costs is another option not recommended due to the negative effects it would have on both the Court and also the County's current public defender arrangements.

Your Board could choose not to designate the County Administrator to exercise the Termination of Juvenile Dependency Costs Arrangement clause contained in the proposed amendment if, in the future, he determines it is in the County's interests to do so. However, if the County's funding constraints continue, or outside appointment costs skyrocket, this would unduly delay the County being able to take steps necessary to restructure its public defender program to achieve cost savings to the County.

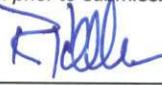
OTHER AGENCY INVOLVEMENT:

Superior Court of California, County of Inyo

FINANCING:

If approved, the MOU will result in the Court paying the County \$100,000 a year to continue providing juvenile dependency services on behalf of the Court – \$146,020 in FY 2013-2014; and \$76,990 in fiscal years 2014-2015 – about \$7,000 less than the Court paid the County for these services in Fiscal Year 2012-2013. However, other aspects of the amendment may result in cost savings for the County by reducing outside counsel appointments by the Court. And, even if those savings do not materialize, the loss of \$7,000 a year is marginal compared to the prospect of losing \$30,000 to \$107,000 per year if the Court were able to cap its payments to the County at \$76,990 or chose to entirely eliminate its current funding arrangement. Furthermore, if the amendment does not result in meeting the cost needs of either the Court or the County, either party may terminate the juvenile dependency arrangement much more easily than in years past.

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 <u>7-11-13</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: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

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



Date: 7-11-2013

FISCAL OPERATIONS ASSUMED BY THE COURT

As set forth in AB 233 and pursuant to California Government Codes § 77003, 77200 and California Rule of Court 10.810 (formerly Rule 810), the State is responsible for funding the following items:

- A. Salaries, benefits and public agency retirement contributions for the Court Judges, subordinate Judicial Officers, and other Court staff including staff positions specifically prescribed by statute;
- B. Vacation, sick leave, and administrative leave for all Court staff and any subordinate Judicial Officers;
- C. Services and supplies relating to Court operations;
- D. The cost of counsel in juvenile dependency actions, and any associated costs.
- E. Court appointed counsel for minors, pursuant to Chapter 10 (commencing with 3150) of Part 2 of Division 8 of the Family Code;
- F. Actual and indirect costs for County services, as agreed to by the parties, as set forth in this MOU and Attachments, and as allowed by applicable law; and,
- G. The Inyo County Family Law Facilitator Program.

Juvenile Dependency Counsel and Associated Costs

A. Juvenile Dependency Counsel and Associated Costs

The Court's obligation to pay for the cost of counsel in juvenile dependency actions identified in paragraph D in the preceding section, is satisfied by the following, depending in on the number of contract attorneys the County contracts with for public defender services:

1. **As long as the County continues to employ four (4) full-time contract public defenders**, the Court shall pay the County payment of 50% of Inyo County's "first" dependency public defender contract and 25% of Inyo County's "second" dependency public defender contract; or,
2. **Should the County contract for a fifth "part-time" public defender as a "third" priority dedicated solely to dependency and delinquency cases**, the Court shall pay the County 50% of Inyo

County's "first" dependency public defender contract and 50% of Inyo County's "second" dependency public defender contract to the County by the Court.

Payments from the Court to the County will be prorated on a quarterly basis, and paid within 30-days of the quarter ending September 30th, December 31st, March 31st, and June 30th. Should the number of contract public defenders change between four (4) and five (5), or five (5) and four (4) during a Quarter, the payments shall be prorated accordingly.

Any and all costs for appointment of counsel outside of those with whom the County has public defender contracts, and related services, for dependency representation shall be the sole responsibility of the Court. However, should the Court find it necessary to appoint outside counsel as a result of the number of contract public defenders employed by the County dropping below four (4) contracts for a period greater than the 30-day conflict coverage period provided for in the County's public defender contracts, the County shall be responsible for the cost of the outside counsel appointments, beginning after the 31st day if the lapse in the minimum of four (4) public defender contracts.

Prior to appointing any outside juvenile dependency counsel which the Court believes to be the responsibility of the County based on the preceding paragraph, the Court shall notice the County Administrator, by phone, e-mail, in-person, or by meeting, of any pending appointment, and shall participate in a good faith discussion regarding the need for the appointment, if requested by the County Administrator. However, the County recognizes that the good faith and immediate needs of the Court may, from time to time, prevent the Court from notifying and discussing the appointment of outside counsel in juvenile dependency matters in advance of making such an appointment. In such circumstances, the Court will notify the County of the appointment as soon thereafter as practicable, and if necessary, meet to discuss the circumstances under which it was made (e.g., contract public defender availability, etc.), and obtain the

County's agreement that the cost was necessary, prior to issuing the payment order for the outside counsel.

B. Juvenile Dependency Counsel and Associated Costs July 1, 2013, through June 30, 2016

Notwithstanding the above agreements, and in recognition of the fiscal hardship facing the Court for the next three years, the parties agree that for the period July 1, 2013 through June 30, 2016, the Court's obligation to pay for the cost of counsel in juvenile dependency actions agreed to above is satisfied by the following flat fee payments (averaging \$100,000 a year for three years) and based on the following commitments:

Fiscal Year 2013-2014: \$146,020

Fiscal Year 2014-2015: \$76,990

Fiscal Year 2015-2016: \$76,990

Furthermore, during this period, the parties agree that the County will assume the responsibility for the cost of the Court appointing juvenile dependency counsel outside of the County's contract public defenders, at rates not to exceed \$100 per hour, based on the following conditions:

1. The Court notifies the County, in advance or soon thereafter, by phone, e-mail, in-person, or by meeting, of any outside juvenile dependency counsel appointment deemed necessary by the Court, and agreed to by the County Administrator or his designee, due to one of the following circumstances:
 2.
 - a. If, after September 30, 2013, the County continues to employ only four (4) full-time contract public defenders, and the Court deems it necessary to appoint one or more outside counsel in any juvenile dependency matter due to the availability of only three (3) or fewer of the four (4) contract attorneys with whom the

County maintains public defender contracts (e.g., one or more of the contract public defenders has recognized conflict); or,

- b. If, after September 30, 2013, the County has a contract for a fifth "part-time" public defender as a "third" priority dedicated solely to dependency and delinquency cases, and the Court deems it necessary to appoint one or more outside counsel in any juvenile dependency matter due to the availability of only three (3) or fewer of the five (5) contract attorneys with whom the County maintains public defender contracts (e.g., two or more of the contract public defenders has recognized conflict).

The purpose of noticing and discussing the appointment of outside juvenile dependency in advance of the appointment is to ensure that there is agreement between the County and the Court regarding the status or availability of the County's contract public defenders relative to their conflict coverage obligations in their contracts with the County. The parties will strive to ensure that dependency counsel will not be appointed because a contract public defender claims to be "too busy" without the prior consent of the County Administrator. However, the County recognizes that the immediate and good faith needs of the Court may, from time to time, prevent the Court from notifying and discussing the appointment of outside counsel in juvenile dependency matters in advance of making such an appointment. In such circumstances, the Court will notify the County of the appointment as soon thereafter as practicable, and if necessary, meet to discuss the circumstances under which it was made (e.g., the contract public defender availability, etc.), and obtain the County's agreement that the cost was necessary, prior to issuing a payment order for the outside counsel.

During this period, the Court is not responsible for additional costs if County increases public defender contract salaries or renegotiates contracts. The said amounts listed above are the Court's sole financial obligation for Juvenile Dependency costs.

Furthermore, during this period, the parties also agree that the County will assume the responsibility for all costs of related, non-attorney services for dependency representation up to \$10,000- per fiscal year. Related and/or associated costs include, but are not limited to, expenses for investigators and expert witnesses. The Court agrees to identify these non-attorney costs as relating to juvenile dependency matters on all payment orders for these costs, and to work with the County to ensure the payment orders are prepared by the relevant counsel and not prepared for counsel signature by the contractor providing the non-attorney services.

C. Termination of Juvenile Dependency Costs Arrangement

Either the Court or the County may unilaterally terminate the arrangements described in the two sections above, without materially changing any other aspect of this MOU, and elect to have the Court pay directly for all costs of counsel in juvenile dependency actions, and associated costs as provided by law, by providing the other party with not less than 60-days notice of its intent to do so effective at the beginning of the next fiscal quarter (e.g. October 1st; January 1st; April 1st; or July 1st).

D. Communication and Cooperation

The County agrees to communicate promptly with the Court regarding vacancies and other changes in the status and costs of public defender contracts. The County will continue to invite Court representatives to participate in contract attorney interviews, and consider Court input when making appointments. The Court agrees to communicate with the County when it believes it is necessary to appoint outside counsel, and will consider the County's input prior to making outside appointments. The Court agrees to cooperate with the County in any efforts the County may undertake to develop and implement a cost recovery program for public defender services.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

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

FROM: CLERK OF THE BOARD

By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of June 25, 2013.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

35

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

FROM: Bill Lutze, Sheriff

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Amendment of section 10.36.090 of the Inyo County Code

DEPARTMENTAL RECOMMENDATION:

Request the Board enact ordinance entitled "An Ordinance of the County of Inyo, State of California, Amending Section 10.36.090 of the Inyo County Code to Authorize Removal of Vehicles in Violation of That Section" which will allow for removal of vehicles parked for more than seventy-two hours.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Based upon direction from your Board on July 9, 2013, it is requested that you enact ordinance entitled "An Ordinance of the County of Inyo, State of California, Amending Section 10.36.090 of the Inyo County Code to Authorize Removal of Vehicles in Violation of That Section" which will allow for removal of vehicles parked for more than seventy-two hours.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

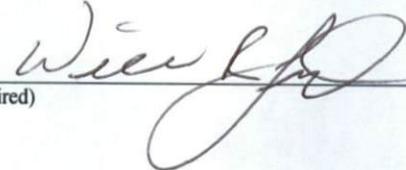
California Highway Patrol, Bishop Police Department, California Department of Fish and Game, Cal FIRE

FINANCING:

N/A

| APPROVALS | |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) R. Miller Approved: _____ Date 6-17-13 |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) N/A Approved: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____ |

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

 Date: 6-19-13

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING SECTION 10.36.090 OF THE INYO COUNTY CODE TO AUTHORIZE REMOVAL
OF VEHICLES PARKED IN VIOLATION OF THAT SECTION**

The Board of Supervisors of the County of Inyo, State of California, do ordain as follows:

SECTION ONE. AUTHORITY.

California Vehicle Code Sections 21100 *et seq.*, 22506 and 22651(k) authorize the County to regulate parking on County highways. Vehicle Code Section 22651(k) authorizes the removal of vehicles parked for more than seventy-two hours in violation of a County ordinance.

SECTION TWO. PURPOSE.

Inyo County Code § 10.36.090 was adopted in 1962 and amended in 1973. It prohibits parking of a vehicle upon any road, street or alley for more than a consecutive period of two hundred and forty hours. Currently, Section 10.36.090 allows removal of illegally parked vehicles pursuant to Vehicle Code § 22652(a). Section 22652(a) no longer pertains to the removal of illegally parked vehicles and the reference to it invalidates the portion of section 10.36.090 allowing removal of vehicles. The purpose of this ordinance is to cite to the appropriate Vehicle Code Section that currently allows the removal of a vehicle parked more than 72 hours in violation of a local ordinance -- Vehicle Code § 22651(k).

SECTION THREE. SECTION 10.36.090 AMENDED.

Section 10.36.090 (Use of roads or streets for prolonged parking or storage prohibited) is amended to read as follows:

“No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any road, street or alley for more than a consecutive period of two hundred and forty hours, except as may be specifically allowed by resolution of the board of supervisors. Any vehicle parked in violation of this section is subject to removal pursuant to Vehicle Code § 22651(k) or a successor statute.”

SECTION FOUR. EFFECTIVE DATE.

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

PASSED AND ADOPTED this ___ day of _____, 2013.

AYES:
NOES:
ABSENT:
ABSTAIN:

Linda Arcularius, Chair
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant Clerk of the Board

Consolidated County Office Building

Presented to Inyo County Board of Supervisors
Tuesday, July 16, 2013

**** Partial Update For Design Review Purposes. Does Not Represent A New, Independent Financial Analysis ****

- I. Provide Historical Context / Chronology**
- II. Review Term Sheet Approved 2012**
- III. Present Draft Space Plan**
- IV. Seek Input Prior to Community Meetings**
 - Independence: Monday evening, July 22, 2013
 - Lone Pine: Wednesday evening, July 31, 2013
 - Big Pine: Thursday evening, August 1, 2013
 - Bishop: Saturday morning August 3, 2013

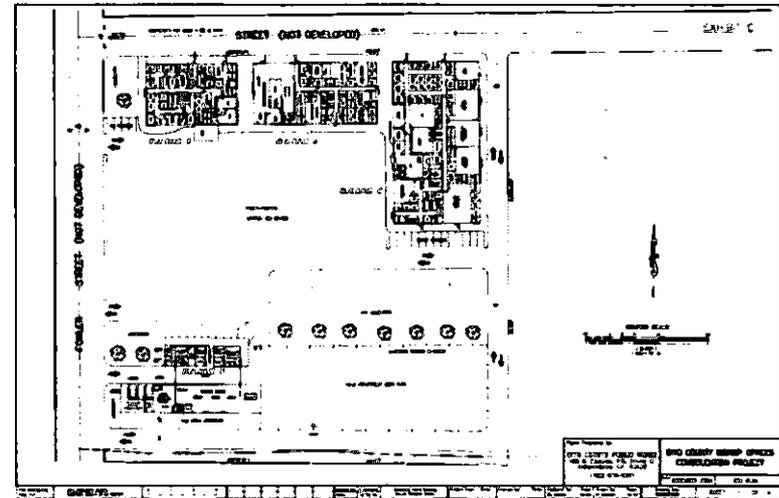
Today's Presentation

I. Historical Context

Not a new idea, Leased Space Crisis, Short & Long-Term Plans, RFP

Not a new idea: 1998 - 2005

- Public Works develops plans for a northern campus on County's 5.69 acre parcel, including:
 - 55,695 square feet
 - Included 8,619 sf Animal Shelter & warehouse space
 - 47,076 sf office space
 - 61,112 square feet
 - Included 17,000 sf for Superior Court
 - 44,112 sf of County Office Space



Historical Context 1

2007 – 2008

- County leasing 43,586 square feet of office space in Bishop
- Annual Lease Cost: \$463,920
- Rents range from \$0.47/sf to \$1.50/sf

| Office | Location | Sq. Ft | Base Rent | \$/Sq. Ft. |
|-------------------------------------------|---------------|---------------|-----------------|-----------------|
| Child Support | Cottonwood | 3,369 | \$4,885 | \$1.4500 |
| Juvenile & Adult Probation | Cottonwood | 3,510 | \$5,090 | \$1.4501 |
| Admin., Parks, S.W., Risk Mgt., H.R., BoS | Cottonwood | 1,294 | \$1,800 | \$1.3910 |
| Water, County Counsel, Yucca Mtn. | 163 May | 5,659 | \$5,170 | \$0.9136 |
| NET | XXXXX | 1,444 | \$1,629 | \$1.1281 |
| Sheriff, D.A., Courts | Clark Wing | 7,664 | \$2,669 | \$0.4890 |
| HHS | 162 Grove | 9,800 | \$5,400 | \$0.5510 |
| MAAA | 568 West Line | 2,000 | \$1,283 | \$0.6415 |
| HHS - One Stop | 912 No. Main | 4,686 | \$6,366 | \$1.3586 |
| HHS | Bishop Plaza | 4,160 | \$4,368 | \$1.5000 |
| Monthly Totals | | 43,586 | \$38,660 | \$1.0873 |

Annual Expenditure = \$463,924.68

Historical Context 3

Leased Space Crisis: 2007 - 2008

- Leases expiring on total of 8,173 sf at Cottonwood Plaza
 - Offered lease increasing rent from \$1.39/sf - \$1.45/sf to over \$1.65/sf
- Bishop Plaza (HHS)
 - Can't install network cable
 - Lease expiring
 - \$0.35/sf increase suggested by property manager
- 2008 IMACA terminates its lease at Old Kmart
 - Ends sub-lease for Career Development Center
- Water Dept. & INET leases expiring December 2007
- **Can't rely on private rental market to meet needs**
- **Need for Short Term & Long Term strategies**

Historical Context 4

Short Term Plan

- Relocated 5,066 sf to Independence
 - Water Department & Yucca Mountain Office
- Moved 6 offices to new locations in Bishop
- Reduced office space by 773 sf
- Estimated savings \$120,695/year in rent

| Office | From | To |
|-------------------|------------------|--------------|
| Child Support | Cottonwood Plaza | Bella Vous |
| Probation | Cottonwood Plaza | Former KMART |
| Bishop Admin | Cottonwood Plaza | May Street |
| County Counsel | May Street | May Street |
| HHS - Prevention | Bishop Plaza | May Street |
| HHS - One Stop | Old KMART | Former KMART |
| D.A. | Clark Wing | Bella Vous |
| Sheriff - Sub Stn | Clark Wing | Clark Wing |
| INET | East Line St. | Clark Wing |
| Public Guardian | South Street | IMAAA |
| Ag Commissioner | South Street | South Street |
| Yucca Mountain | May Street | Former ICOE |
| Water Department | May Street | Former ICOE |

Historical Context 5

Short Term Plan

- Only three-months to relocate departments
 - In-house = \$41,126
- Tenant Improvements
 - 2.5 Years
 - \$184,674 plus I.S./cabling
 - Had to complete in-house
- Not all leases/savings materialized (e.g., INET did not move)
- **Not ideal; did best with available time & space**

Long Term Plan

- Suggested short-term moves be viewed against a 3-year horizon
- **Develop Request For Proposals (RFP) for better, longer-term office space solutions**
 - At Board: November 2007
 - At Board: April 2008

Historical Context 6

- **Who?** (builder)
 - ☑ Determine by RFP
 - Determine by bid
- **What?** (size of building)
 - Could pay to design up front
 - ☑ Design through RFP process
- **How much?** (cost)
 - Depends on size/design

- Issuing RFP (instead of first designing and then bidding project) saved County money upfront on design costs
 - Did not spend money on design prior to debating merits of project based on size & cost
- Chicken or Egg?

Where to start?

Before issuing RFP:

- Tenant improvements for new leases cost more and took longer than planned (e.g., 2.5 years)
- Contacted owners of Old Kmart
 - Building and property available for around \$7,000,000
 - Appraised at \$3.3 Million in 2009
- Contacted then-owner of Cottonwood Plaza
 - Selling building and property
 - No interest in RFP

Chronology 1

- Draft RFP presented to Board of Supervisors January 12, 2010, for input and direction
- Key tenets:
 - Save money on rent & related expenses over long-term
 - Improve services & save money with efficiencies
 - Provide office space cost stability & budget certainty
 - Only for offices already in Bishop
 - **Not relocating offices or staff from Independence**
 - Encourage creative proposals
 - Build on County parcel, private or DWP land
 - Remodel existing buildings
 - Lease-to-Own, etc.

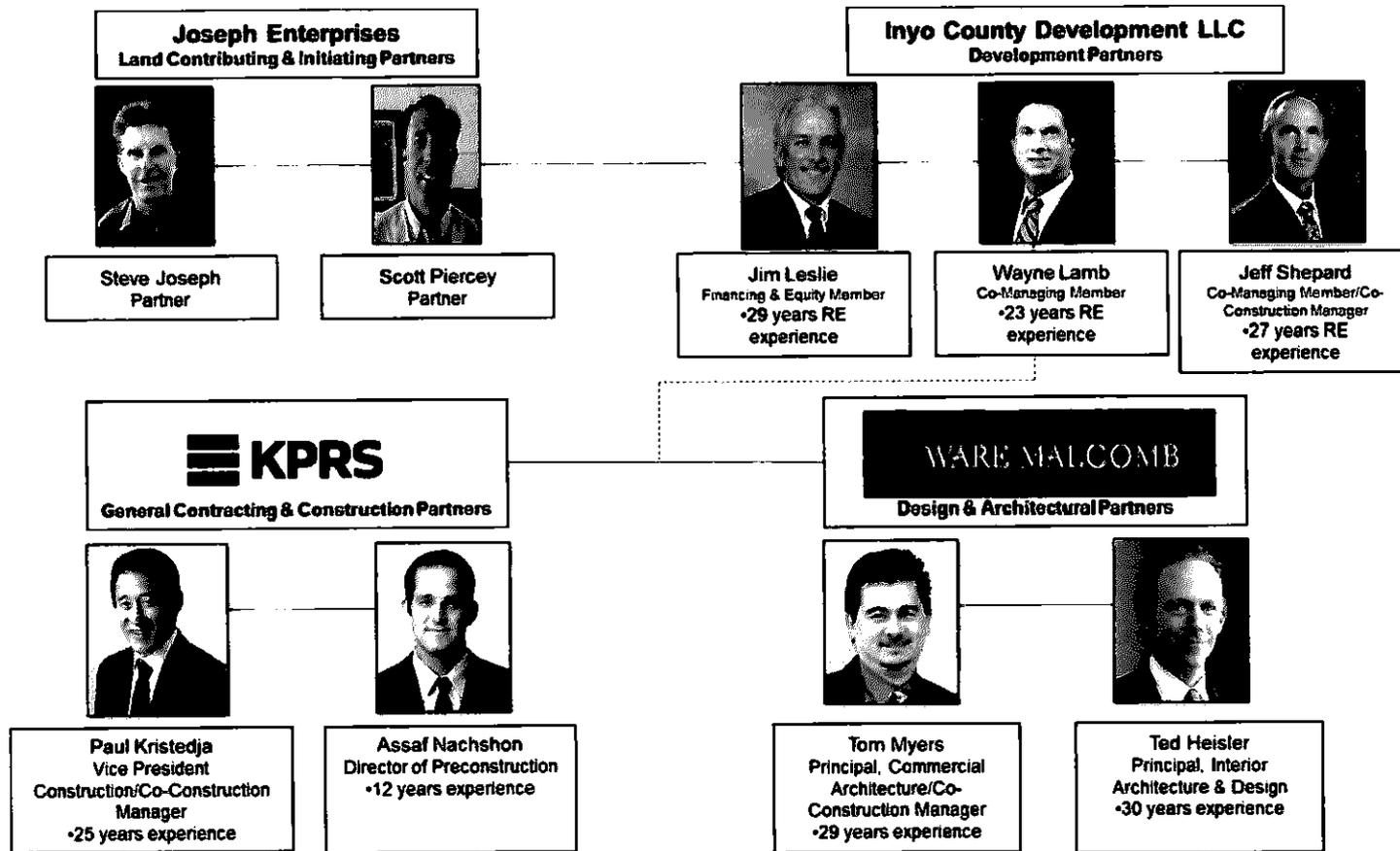
Chronology 2

- Issued RFP January, 2010
- Sent to over 351 developers, etc.
 - Including Cottonwood Plaza and Old Kmart owners
- Received 2 responses by March 22, 2010, deadline
 1. Develop County parcel under long-term lease to own arrangement
 2. Develop Wye Road Parcel with long-term lease
- April 20, 2010: Board direction to negotiate both proposals
 - 16-months
 - Sought more detail regarding deal points
 - Negotiated structure more favorable to County
- **September 6, 2011: Proposed Exclusive Negotiation Agreement (ENA) with Joseph Enterprises for Wye Rd.**

Chronology 3

II. Term Sheet

Developer, Economic Benefits, Exclusive Negotiation Agreement, Term Sheet



Developer: Who is County doing business with?

Added economic benefits:

- Purchasing as much building materials and supplies as is practically and reasonably possible within Inyo County
- Utilizing the greatest number of qualified trades and sub-trades possible for the project from within the local community
- Maximizing the point of sale opportunities within Inyo County for the project
- Using land less-conducive to retail opportunities
- Making additional land available for new development

Developer: Who is County doing business with?

- Prohibits County & Joseph Enterprises from negotiating with other parties
 - Originally secured with \$10,000 deposit from Joseph Enterprises
- Creates **framework** and process for ongoing negotiations and consideration of project
 - ☑ Phase 1A: Term Sheet (**non-binding**)
 - ▶ **Phase 1B: Design Review (non-binding)**
 - Phase 2: Preparation of Final Documents
 - Binding if approved



Exclusive Negotiation Agreement

Where we started

- Who?
 - ☑ Determined by RFP.
- What? (size of building)
 - Being determined by design process
- How much?
 - Initial Cost: Term Sheet
 - Final Cost: Design

Cost of space planning borne exclusively by developer

Where we are

- Term Sheet based on 'ballpark' 42,000 sf building
- Draft Design coming in at 45,368 sf
 - This would change Term Sheet price
 - But, similar to '98-'05 needs
- Chicken or Egg?
 - Can't finalize cost until Board approves design
 - If want cost certainty, then can't change design

ENA Framework

Presented to Board of Supervisors March 13, 2012

- 4.94 acre Wye Road parcel will be split
 - Consolidated County Office Building with parking constructed on 3.31 acres
- County will own 3.31 acres
- Joseph Enterprises owns remaining 1.63 acres (corner of Hwy 6 & Wye Rd) for future development
 - County has right of first refusal
- County transfers its 5.69 acre parcel on Jay Street to Joseph Enterprises
 - Future 'gateway' development

Term Sheet 1

- 42,000 square foot building
 - Size a 'placeholder' for Term Sheet pending Design Review process
 - Allows consolidation of 6 leased offices and one County-owned building
- Joseph Enterprises agrees to construct building at sole expense; cost of developing at least \$10 Million including land
 - Includes \$45/sf Tenant Improvement costs
 - 23-months to construct once deal finalized
- **County agrees to lease building for 20-years @ fixed price, then buys Building for \$1**

Term Sheet 2

20-year lease:

- \$2 Million upon commencement of lease
- Rent: \$600,000 (for 20-years)
- Additional rent payments of \$250,000 paid in Year 5, Year 10, and Year 15
- Year 20: County buys building for \$1
- 'Triple-Net'
 - County pays utilities, maintenance, & taxes

Term Sheet 3

- Based on 2012 Term Sheet, total cost of 42,000 square foot Consolidated Building over 20-years = \$14,750,001
 - \$1.463/sf for 20-years
 - Exclusive of land values
- Cost analysis very favorable
 - Very **conservative** assumptions
- Non-binding Term Sheet approved by Board of Supervisors March 13, 2012

Term Sheet 4

- In 2008, reported that County lease costs in Bishop had increased approximately 15% during previous 3-years
 - About 2.5% per year
- 2012 Analysis assumed 0% and 2.5% annual increases
 - 20-year CPI = 2.75% per year
- Current Bishop leases include annual rent increases from 2% to 5% per year
 - Weighted average = 4.11% per year

Forecasting rent: Is 2.5%/year increase reasonable assumption?

| | LOCATION | | | | | | | TOTAL COST PER YEAR | AVERAGE PER SQUARE FOOT COST | ANNUAL PERCENT CHANGE (WEIGHTED) |
|-----------------------------------|------------------------------------|----------------------------------------|--------------------------------|-------------------------------------|---------------------------------|---------------------------|--------------------------------------|---------------------|-------------------------------|----------------------------------|
| | 230 W. LINE ST, BIHSOP: BELLE VOUS | 912 - 918 N. MAIN ST, BISHOP: ONE STOP | 163 MAY ST, BISHOP: ADMIN BLDG | 301 W. LINE ST, BISHOP: CLARKE WING | 568 A W. LINE ST, BISHOP: IMAAA | 162 GROVE ST, BISHOP: HHS | 207 W. SOUTH ST, BISHOP: COMM. SVCES | | | |
| SQUARE FOOTAGE LEASES | 3,700 | 9,140 | 5,659 | 3,844 | 2,000 | 9,800 | | 34,143 | | |
| SQUARE FOOTAGE OWNED | | | | | | | 5,548 | | | |
| CURRENT ANNUAL LEASE | 36,000 | 120,000 | 66,816 | 45,602 | 16,800 | 71,820 | 0 | 357,038 | \$ 0.87 | 4.11% |
| COST PER SQ. FT. | \$ 0.81 | \$ 1.09 | \$ 0.98 | \$ 0.99 | \$ 0.70 | \$ 0.61 | \$ - | | | |
| ANNUAL % INCREASE | 2.00% | 5.00% | 3.00% | 4.50% | 2.00% | 5.00% | | | | |
| | COST PER YEAR | COST PER YEAR | COST PER YEAR | COST PER YEAR | COST PER YEAR | COST PER YEAR | COST PER YEAR | TOTAL COST PER YEAR | WEIGHTED PER SQUARE FOOT COST | ANNUAL PERCENT CHANGE |
| YEAR 2 | \$ 36,720 | \$ 126,000 | \$ 68,820 | \$ 47,654 | \$ 17,136 | \$ 75,411 | \$ - | \$ 371,742 | \$ 0.91 | 4.12% |
| YEAR 3 | \$ 37,454 | \$ 132,300 | \$ 70,885 | \$ 49,799 | \$ 17,479 | \$ 79,182 | \$ - | \$ 387,098 | \$ 0.94 | 4.13% |
| YEAR 4 | \$ 38,203 | \$ 138,915 | \$ 73,012 | \$ 52,039 | \$ 17,828 | \$ 83,141 | \$ - | \$ 403,139 | \$ 0.98 | 4.14% |
| YEAR 5 | \$ 38,968 | \$ 145,861 | \$ 75,202 | \$ 54,381 | \$ 18,185 | \$ 87,298 | \$ - | \$ 419,894 | \$ 1.02 | 4.16% |
| YEAR 6 | \$ 39,747 | \$ 153,154 | \$ 77,458 | \$ 56,828 | \$ 18,549 | \$ 91,663 | \$ - | \$ 437,398 | \$ 1.07 | 4.17% |
| YEAR 7 | \$ 40,542 | \$ 160,811 | \$ 79,782 | \$ 59,386 | \$ 18,920 | \$ 96,246 | \$ - | \$ 455,686 | \$ 1.11 | 4.18% |
| YEAR 8 | \$ 41,353 | \$ 168,852 | \$ 82,175 | \$ 62,058 | \$ 19,298 | \$ 101,058 | \$ - | \$ 474,794 | \$ 1.16 | 4.19% |
| YEAR 9 | \$ 42,180 | \$ 177,295 | \$ 84,641 | \$ 64,851 | \$ 19,684 | \$ 106,111 | \$ - | \$ 494,760 | \$ 1.21 | 4.21% |
| YEAR 10 | \$ 43,023 | \$ 186,159 | \$ 87,180 | \$ 67,769 | \$ 20,078 | \$ 111,416 | \$ - | \$ 515,625 | \$ 1.26 | 4.22% |
| YEAR 11 | \$ 43,884 | \$ 195,467 | \$ 89,795 | \$ 70,819 | \$ 20,479 | \$ 116,987 | \$ - | \$ 537,431 | \$ 1.31 | 4.23% |
| YEAR 12 | \$ 44,761 | \$ 205,241 | \$ 92,489 | \$ 74,005 | \$ 20,889 | \$ 122,837 | \$ - | \$ 560,222 | \$ 1.37 | 4.24% |
| YEAR 13 | \$ 45,657 | \$ 215,503 | \$ 95,264 | \$ 77,336 | \$ 21,306 | \$ 128,978 | \$ - | \$ 584,044 | \$ 1.43 | 4.25% |
| YEAR 14 | \$ 46,570 | \$ 226,278 | \$ 98,122 | \$ 80,816 | \$ 21,733 | \$ 135,427 | \$ - | \$ 608,945 | \$ 1.49 | 4.26% |
| YEAR 15 | \$ 47,501 | \$ 237,592 | \$ 101,065 | \$ 84,452 | \$ 22,167 | \$ 142,199 | \$ - | \$ 634,977 | \$ 1.55 | 4.27% |
| YEAR 16 | \$ 48,451 | \$ 249,471 | \$ 104,097 | \$ 88,253 | \$ 22,611 | \$ 149,309 | \$ - | \$ 662,192 | \$ 1.62 | 4.29% |
| YEAR 17 | \$ 49,420 | \$ 261,945 | \$ 107,220 | \$ 92,224 | \$ 23,063 | \$ 156,774 | \$ - | \$ 690,646 | \$ 1.69 | 4.30% |
| YEAR 18 | \$ 50,409 | \$ 275,042 | \$ 110,437 | \$ 96,374 | \$ 23,524 | \$ 164,613 | \$ - | \$ 720,399 | \$ 1.76 | 4.31% |
| YEAR 19 | \$ 51,417 | \$ 288,794 | \$ 113,750 | \$ 100,711 | \$ 23,995 | \$ 172,843 | \$ - | \$ 751,510 | \$ 1.83 | 4.32% |
| YEAR 20 | \$ 52,445 | \$ 303,234 | \$ 117,162 | \$ 105,243 | \$ 24,474 | \$ 181,486 | \$ - | \$ 784,045 | \$ 1.91 | 4.33% |
| Estimated Total Cost Per Location | \$ 838,705 | \$ 3,847,914 | \$ 1,728,555 | \$ 1,384,998 | \$ 391,396 | \$ 2,302,977 | \$ - | \$ 10,494,545 | | |

Actual Costs: Now & Future

- Finding 1: ***“The County is in dire need of consolidated office space as witnessed by members of the Grand Jury”***
- Recommendation: ***“The Grand Jury voted unanimously to support to the consolidation proposal. The needs to co-locate, to share like resources, have flexibility, continuity and communication between departments.”***

2011-12 Grand Jury Final Report

III. Design Review

Process, Drafts, Options, Updated Costs, Cost Analysis, Funding

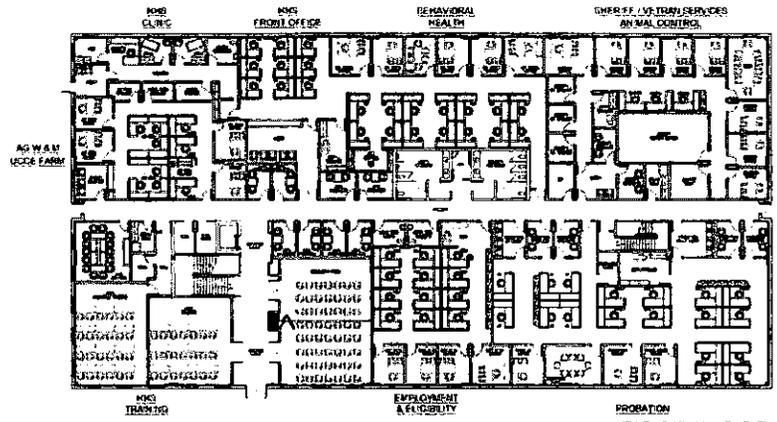
In 2012, architectural firm Ware Malcomb worked with County departments to prepare design documents

- Prior to on-site visits:
 - Helped departments learn about office space trends
 - Departments completed office space needs surveys
- Toured County offices, and met with departments individually
- Prepared Draft Building Program
- Departments reviewed draft Building Program, and suggested modifications

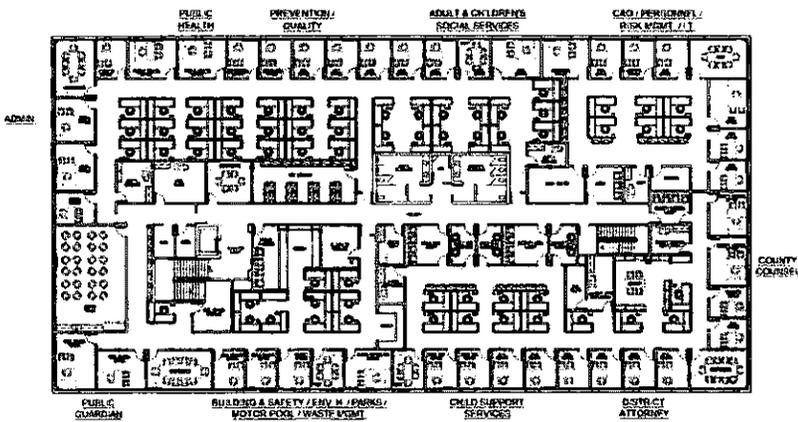
Design Review 1

- Refined Building Program increased size of building from 42,000 sf to 45,368 sf
 - Comparable to 44,112 sf to 47,076 sf in 1998 to 2005 in-house designs
- Differences (at a glance):
 - No Water Department
 - More meeting space
 - 4,607 sf more than currently exists
 - 5,672 sf more than earlier designs
 - Adds Board offices
- May be reviewed like County Budget:
'Department Requested' versus 'Recommended'

Design Review 2



FIRST FLOOR



SECOND FLOOR

- ADMINISTRATION SERVICES**
 - CAO CONF / BOARD OFFICES
 - PERSONNEL
 - RISK MANAGEMENT
 - IT
 - ± 2,810 SF
- PUBLIC GUARDIAN**
 - ± 607 SF
- GENERAL SERVICES**
 - AG WEAPONS AND MEANS
 - BUILDING AND SAFETY
 - ENVIRONMENTAL HEALTH
 - PARKS/MOTOR POOL/W. MGMT.
 - UCCE FARM ADVISORY
 - BUDGET ANALYST
 - ± 3,872 SF
- LEGAL SERVICES**
 - CHILD SUPPORT SERVICES
 - COUNTY COUNSEL
 - DISTRICT ATTORNEY
 - ± 5,311 SF
- SHERIFF DEPARTMENT**
 - VETERAN SERVICES
 - ANIMAL CONTROL
 - ± 3,095 SF
- PROBATION DEPARTMENT**
 - ± 3,807 SF
- HEALTH & HUMAN SERVICES**
 - ADMINISTRATION
 - PUBLIC HEALTH
 - BEHAVIORAL HEALTH
 - ADULT & CHILDRENS
 - EMPLOYMENT ELIGIBILITY
 - PREVENTION
 - QUALITY
 - ± 14,087 SF
- HHS CLINIC**
 - ± 870 SF
- ANCILLARY SPACES**
 - ± 2,655 SF

PRELIMINARY DRAFT

NOT TO BE USED FOR CONSTRUCTION. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

Inyo County Complex Test Fit
Option 2

± 45,368 S.F.
IRV07-0193-0P
03.08.2013

WARE MALCOMB
Lead by Design for Government Real Estate

Design Review 3

OVERALL PROGRAMMING SUMMARY

DEPARTMENTAL

Site / Sheet Name

| | Private Office 12 x 15 | | | Private Office 10 x 12 | | | Private Office 10 x 10 | | | Touch Down 5 x 6 | | | Workstation 8 x 6 | | | Workstation 6 x 6 | | | Ancillary Space | TOTAL | TOTAL | TOTAL | TOTAL | TOTAL |
|------------------------------------------|---------------------------|-----------|----------|---------------------------|-----------|----------|---------------------------|-----------|----------|---------------------|-----------|----------|----------------------|------------|----------|----------------------|-----------|----------|--------------------|----------|------------|----------|----------------|---------------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2013 | 2012 | 2013 | 2014 | DEPT. STAFF | DEPT. S.F. |
| 01 Administrative Services | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 794 | 0 | 14 | 0 | 14 | 3,144 |
| 02 General Services | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 3 | 0 | 7 | 0 | 0 | 9 | 0 | 0 | 2 | 0 | 0 | 1,040 | 0 | 26 | 0 | 26 | 3,800 |
| 03 Legal Services | 0 | 2 | 0 | 0 | 6 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 2,062 | 0 | 23 | 0 | 23 | 5,600 |
| 04 Sheriff, Veteran Services, Animal Con | 0 | 1 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 1,766 | 0 | 17 | 0 | 17 | 4,102 |
| 05 Probation | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 3 | 0 | 0 | 1,160 | 0 | 20 | 0 | 20 | 3,304 |
| 06 HHS | 0 | 8 | 0 | 0 | 1 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 60 | 0 | 0 | 9 | 0 | 0 | 4,398 | 0 | 92 | 0 | 92 | 14,787 |
| 07 HHS Clinic | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 958 | 0 | 0 | 0 | 0 | 1,341 |
| Total | 0 | 17 | 0 | 0 | 24 | 0 | 0 | 20 | 0 | 0 | 10 | 0 | 0 | 101 | 0 | 0 | 14 | 0 | 12,178 | 0 | 186 | 0 | 186 | 36,078 |

Square Footage Sub - Total 36078

ANCILLARY

Ancillary Space Summary

Company Wide - Shared (Not Including Department Specific Ancillary Space)

| |
|--------------|
| TOTAL |
| S.F. |
| 5,313 |

| | | |
|-----------------------------------------------|--------------------------|---------------|
| USEABLE | Total Square Feet | 41,191 |
| *ADD 8% for Core area(Rentable number) | | 3,295 |
| RENTABLE | TOTAL | 44,486 |

Design Review 4

Scaled-up Term Sheet

- \$2 Million upon commencement of lease
- Rent: \$600,000 (for less than 24-years)
- Additional rent payments of \$250,000 paid in Year 5, Year 10, and Year 15
- Year 24: County buys building for \$1
- 'Triple-Net'
 - County pays utilities, maintenance, & taxes

***Assumes no change in finance rates.**

Building Costs @45,368 sq ft

- Move some or all Administrative Services to Independence (2,700 – 3,300 sf)
 - Would need to secure space in Independence
 - Still need meeting space in Bishop
 - Includes Board offices
- Reduce County Counsel presence to one office (300 sf)
 - Linked to Admin Services
- Keep HHS Clinic at South Street location (1,300 sf)

- Keep other offices at South Street
- Reduce size/# meeting rooms
- Reduce other office sizes/numbers
 - Public Guardian (200 sf)
 - Sheriff Sub-Station (500 sf)
 - D.A. (340 sf)
- Totals about 5,900 sf
- Other?

**Ways to reduce size to 42,000 sf
But, problem of under-sizing less-forgiving
when you own building**

- Total Bishop Office Space = 39,691 sf
 - Does not include INET
- Leased Bishop Office Space = 34,143 sf
- Current average rent cost = \$0.87/sf/mo
- Current rent increase = 4.11% per year

Current Assumptions (Actuals) For Cost Analysis

- ☑ **Only currently Leased-space (used 34,143 sf) to New Building (42,000 sf); or**
 - ☑ **Most conservative approach**
 - Did not include South St (5,458 sf)
 - Did not include INET (2,550 sf)

 - 2. Actual Bishop Space (39,691 sf) to New Building; or**
 - Included South St (5,458 sf)
 - But, does not include INET (2,550 sf)

 - 3. Presume proposed Building meets actual needs; or**
 - Leasing 42,000 sf to building 42,000sf
 - Apples to Apples
-
- Analyze with NO increases in lease costs (most conservative)
 - Analyze with 4.11% increase in lease costs

How to Best Compare Costs?

| Building Size (compared to 42,000 sf) | No Rent Increase | 4.11% Annual Rent Increase |
|--------------------------------------------------|-------------------------|---------------------------------------|
| 34,143 SF (Current Leased Space) | 42 Years | 24.5 Years |
| 39,691 SF (Current Total Bishop Space) | 35.5 Years | 22 Years |
| 42,000 SF (Size of Proposed New Building) | 33.5 Years | 24.5 Years |

- Average Lease Cost = \$0.87/SF **(subject to annual increases)**
- 42,000 SF Building will cost \$14,750,001 over 20 years = \$1.463/SF - Fixed

When does Building pay for itself?

| Building Size (compared to 45,368 sf) | No Rent Increase | 4.11% Annual Rent Increase |
|--------------------------------------------------|-------------------------|---------------------------------------|
| 34,143 SF (Current Leased Space) | 48.5 Years | 27.5 Years |
| 39,691 SF (Current Total Bishop Space) | 42 Years | 24.5 Years |
| 45,368 SF (Size of Proposed New Building) | 36 Years | 22.5 Years |

- Average Lease Cost = \$0.87/SF **(subject to annual increases)**
- 45,368 SF Building will cost \$17,150,000 over 24 years = \$1.3125/SF - Fixed

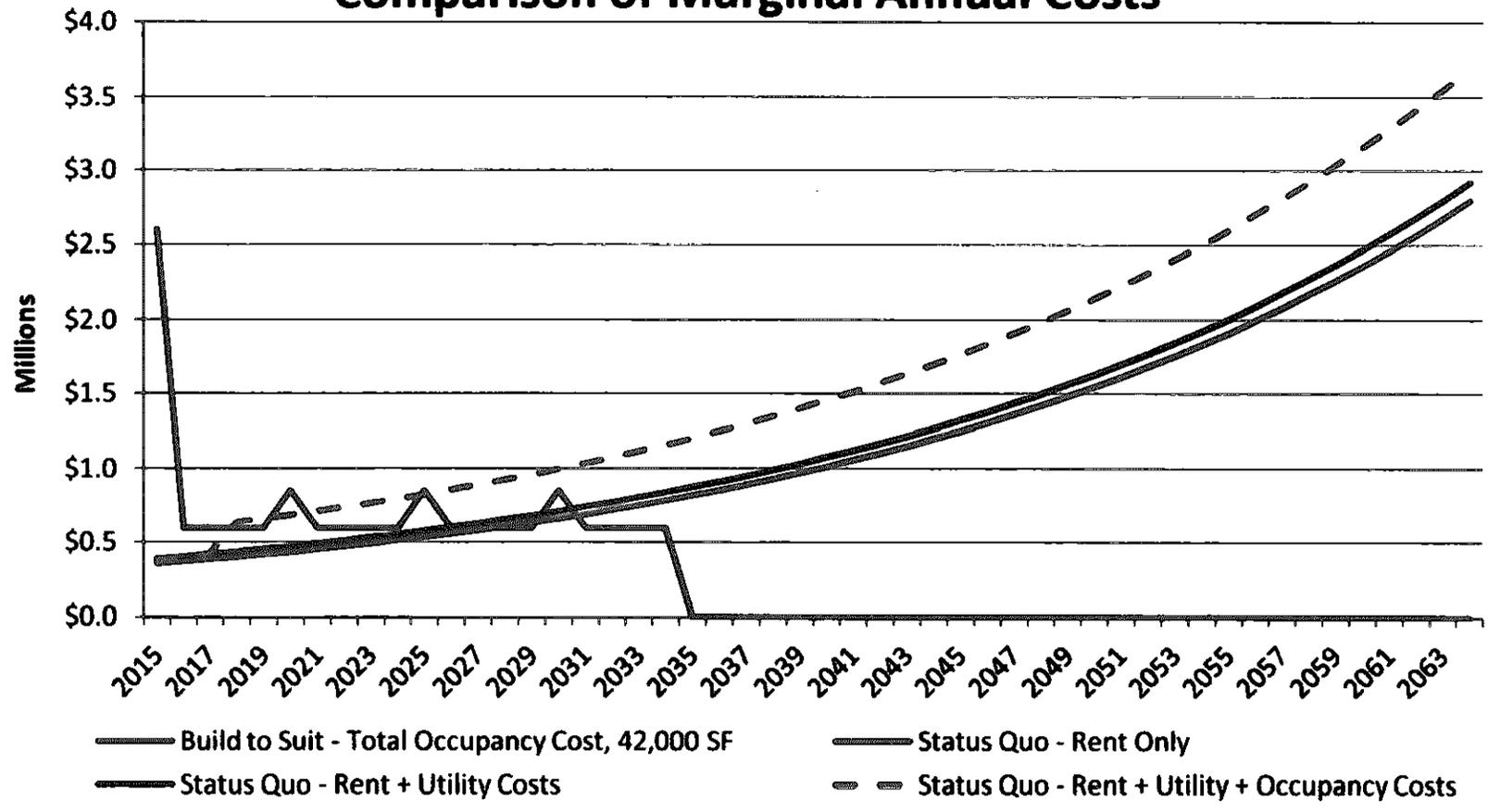
When does Building pay for itself?

In addition to savings on rent:

- Will save 23%, or \$27,056 per year, in energy costs (assuming no rate increases)
 - \$541,120 over 20-years
 - \$825,208 over 30.5 years; and,
 - \$1,352,800 over 50-years
- Property tax savings
- Personnel costs
 - E.g., if, after 4-years, able to eliminate four (4) positions, at \$45,000/yr salary & benefits, = \$180,000+ per year savings
- Other occupancy costs (e.g., insurance, deferred maintenance, etc.)
 - In last 25-years, \$425,000 spent on deferred maintenance at Bishop offices, including those being leased

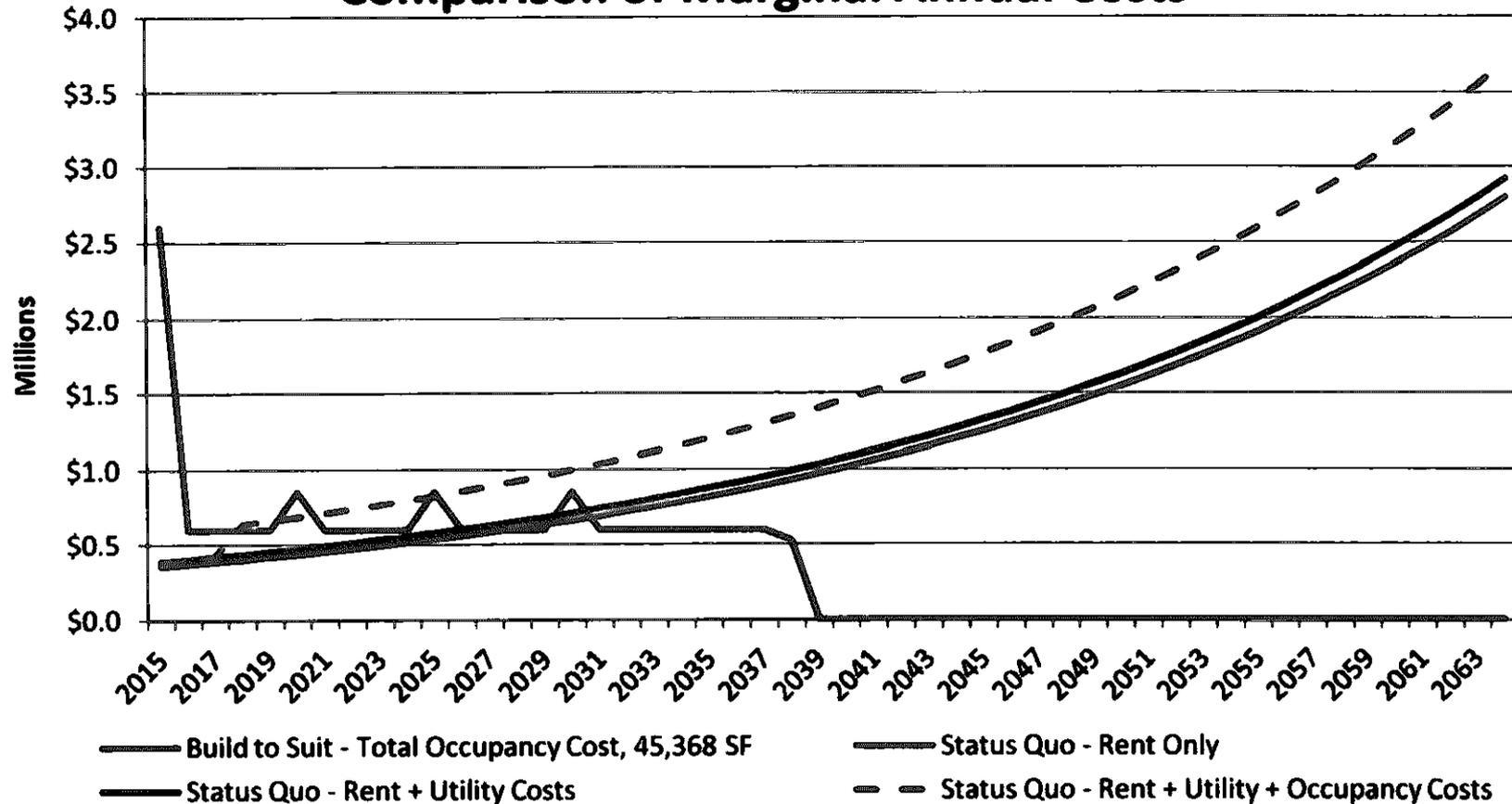
More ways this saves money

Comparison of Marginal Annual Costs



Cumulative Savings 1 – 42,000 sf

Comparison of Marginal Annual Costs



Cumulative Savings 2 – 45,368 sf

| Proposed Building Size | Annual Payment with 25 Year Term | Annual Payment with 30 Year Term |
|-------------------------------|-----------------------------------------|-----------------------------------------|
| 42,000 sf | \$526,660 | \$463,240 |
| 45,368 sf | \$584,930 | \$533,260 |

Includes \$2 million initial payment and \$250,000 payments in Years 5, 10, 15 per Term Sheet

How a longer term might look

Allocated Square Feet Pro-rated by Possible Funding Sources

- About 26.3% General Fund departments (except HHS)
- About 43.1% HHS
- About 24.8% Public Safety offices
- About 5.8% sf Non General Fund

Funding by Source

- Initial \$2 Million
 - General Fund
 - \$1,504,000 - Other
 - Criminal Justice Facilities Trust
 - About \$496,000
 - Other
 - \$1,504,000 – General Fund
- Annual Rent (*Based on \$600K/yr)
 - Non-General Fund departments and HHS pay their share
 - About \$293,400 / year
 - General Fund
 - About \$157,800 / year
 - Criminal Justice Facilities Trust / Other
 - \$148,800

Funding

IV. Input & Next Steps

Caveats, Choices, Community Meetings, Next Steps

- **Financing rates at 40-year low!**
- Term Sheet over a year old
- Markets & interest rates starting to move
 - Cost of developer's financing could go up
- Construction costs at all time low
 - Costs could go up
- Rents at all time low
- **Window is closing**
 - Costs will go up abruptly

Caveats

Today

1. Input regarding presentation for Community Meetings?
2. Community meeting dates?
3. Input regarding preliminary space plan?
4. Other Preferences?
 - Apparent consequence of going with 45,368 sf extends lease 3 - 4 years
 - Extending term 30 to 35 years reduces annual rent

After Community Meetings

1. Additional Board input on space plan
 - Architect finalizes space plan based on Board direction
2. Board consideration of non-binding Design Review
 - Term Sheet updated based on final square feet
 - If approved, proceed to develop Final Documents

Choices

- **Community Meetings**

- Independence:
 - Monday evening, July 22, 2013
- Lone Pine:
 - Wednesday evening, July 31, 2013
- Big Pine:
 - Thursday evening, August 1, 2013
- Bishop:
 - Saturday morning August 3, 2013

1. Board of Supervisors direction regarding design modifications
2. Board of Supervisors considers non-binding approval of final design
3. Update Term Sheet

Next Steps

County of Inyo - 01.15.13

WARE MALCOMB

Department: Administration Services: CAO, Personnel; Risk Management; IT; Public Guardian

Location:

Contact Name:

STAFF *Specific to this Department*

| Title / Role - Employee | Private Office 12 x 15 | | | Private Office 10 x 12 | | | Private Office 10 x 10 | | | Touch down 5 x 6 | | | Workstation 6 x 6 | | | Workstation 6 x 6 | | | 2103 | TOTAL 2012 | TOTAL 2013 | TOTAL 2014 | TOTAL STAFF | TOTAL SF |
|---------------------------------|---------------------------|----------|----------|---------------------------|----------|----------|---------------------------|----------|----------|---------------------|----------|----------|----------------------|----------|----------|----------------------|----------|----------|----------|---------------|---------------|---------------|----------------|-------------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | | | | | | |
| 01 CAO Conference/Board Offices | 1 | | | 3 | | | | | | 1 | | | 1 | | | | | | 0 | 6 | 0 | 6 | 618 | |
| 02 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 03 Personnel | 1 | | | | | | | | 1 | | | | | | | | | | 0 | 2 | 0 | 2 | 210 | |
| 04 Risk Management | | | | 1 | | | | | | | | | 1 | | | | | | 0 | 2 | 0 | 2 | 168 | |
| 05 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 06 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 07 IT | | | | | | | | | | | | | 2 | | | | | | 0 | 2 | 0 | 2 | 96 | |
| 08 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 09 Public Guardian | 2 | | | | | | | | | | | | | | | | | | 0 | 2 | 0 | 2 | 360 | |
| 10 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 11 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 12 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Total | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 14 | 1,452 | |

ANCILLARY SPACE *Specific to this Department*

| Room Name | Remarks | Remarks | S.F. each | Qty. 2012 | Qty. 2013 | Qty. 2014 | TOTAL COUNTS | TOTAL SF |
|--------------------------------|--------------------------------------------|---------|--------------|--------------|--------------|--------------|-----------------|-------------|
| A Data Center | Room adjacent to IT workstations. (12x157) | | 180 | 1 | | | 1 | 180 |
| B Meeting Area | At Legal Services Suite | | 144 | 1 | | | 1 | 144 |
| C Lobby | Seats 4 | | 120 | 1 | | | 1 | 120 |
| D Visitor Office | Shared | | 120 | 1 | | | 1 | 120 |
| E Storage/Copy/Files | Shared | | 150 | 1 | | | 1 | 150 |
| F Storage - Public Guardian | | | 60 | | 1 | | 1 | 60 |
| Total Department U.S.F. | | | | | | | 704 | 704 |

ADJACENCIES *Specific to this Department*

Requirement: Departments
 High
 Medium
 Low

COMMENTS *Specific to this Department*

Public Guardian - to be Separate from Administration Services

Total Square Footage for this Department 2,246
 40% Circulation Factor 898

Total Department U.S.F. 3,144

Design Review

County of Inyo

WARE MALCOMB

Department: General Services: AG Weighs and Means; Building and Safety; Environmental Health; Parks/Motor Pool/Waste Management; UCCE Farm Advisory; Budget Analyst

Location:

Contact Name:

STAFF *Specific to this Department*

| Title / Role / Employee | Private Office 12 x 15 | | | Private Office 10 x 12 | | | Private Office 10 x 10 | | | Touch down 5 x 6 | | | Workstation 8 x 6 | | | Workstation 6 x 6 | | | 2103 | TOTAL 2012 | TOTAL 2013 | TOTAL 2014 | TOTAL STAFF | TOTAL SF |
|--------------------------------------|---------------------------|----------|----------|---------------------------|----------|----------|---------------------------|----------|----------|---------------------|----------|----------|----------------------|----------|----------|----------------------|----------|----------|----------|---------------|---------------|---------------|----------------|-------------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | | | | | | |
| 01 AG Weighs and Means | | | | 1 | | | 2 | | | 4 | | | | | 2 | | | | 0 | 9 | 0 | 9 | 512 | |
| 02 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 03 Building and Safety | | | | 1 | | | | | 1 | | | | 1 | | | | | | 0 | 3 | 0 | 3 | 198 | |
| 04 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 05 Environmental Health | | | | | 1 | | | | | | | | 2 | | | | | | 0 | 3 | 0 | 3 | 216 | |
| 06 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 07 Parks/Motor Pool/Waste Management | | 1 | | | | | | | | 2 | | | 3 | | | | | | 0 | 6 | 0 | 6 | 394 | |
| 08 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 09 UCCE Farm Advisory | | | | | 1 | | | | | | | | 3 | | | | | | 0 | 4 | 0 | 4 | 264 | |
| 10 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 11 Budget Analyst | | | | | | | 1 | | | | | | | | | | | | 0 | 1 | 0 | 1 | 100 | |
| 12 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Total | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 3 | 0 | 0 | 7 | 0 | 0 | 9 | 0 | 0 | 2 | 0 | 0 | 26 | 0 | 26 | 1,674 | |

ANCILLARY SPACE *Specific to this Department*

| Room Name | Remarks | Remarks | S.F. | Qty. | Qty. | Qty. | TOTAL | TOTAL |
|------------------------|--------------------------------------------------------------------------|---------|------|------|------|------|--------|--------------|
| | | | | 2012 | 2013 | 2014 | COUNTS | SF |
| A Meeting Room | Shared - 14-16 Persons - 13 x 24 | | 320 | | 1 | | 1 | 320 |
| B Public Counter | Shared with AG, Building, E. Health, and UCCE - Provide 20' Long Counter | | 200 | | 1 | | 1 | 200 |
| C Plotter - AG | Can Be Located in Open Area | | 60 | | 1 | | 1 | 60 |
| D Drawing Layout Space | Building and Safety | | 60 | | 1 | | 1 | 60 |
| E Storage - ENV Health | 10 x 10 | | 100 | | 1 | | 1 | 100 |
| F Storage - UCCE | 10 x 10 | | 100 | | 1 | | 1 | 100 |
| G Storage - AG | 10 x 10 | | 100 | | 1 | | 1 | 100 |
| H Library | Shared at Counter Area | | 100 | | 1 | | 1 | 100 |
| | | | | | | | | 1,040 |

ADJACENCIES *Specific to this Department*

| Requirement | Departments |
|-------------|--------------------------------------------------------------------------|
| High | Budget Analyst to be Located with Parks/Motor Pool/Waste Management |
| High | AG Weighs and Means to be Located on the First Floor with Exterior Entry |
| Low | |

Total Square Footage for this Department 2,714

40% Circulation Factor 1,086

Total Department U.S.F. 3,800

COMMENTS *Specific to this Department*

- UCCE - Offsite Storage
- AG - Offsite Storage
- Group to be Located on the First Floor
- Parks/Motor Pool/Waste Management may be Located on Second Floor Adjacent to Admin.

2

Design Review

County of Inyo

WARE MALCOMB

Department: Legal Services (Separate Suites): Child Support Services; County Counsel; District Attorney
 Location:
 Contact Name:

STAFF *Specific to this Department*

| Title / Role / Employee | Private Office 12 x 15 | | | Private Office 10 x 12 | | | Private Office 10 x 10 | | | Touch down 5 X 6 | | | Workstation 8 X 6 | | | Workstation 6 X 6 | | | 2103 | TOTAL | | | TOTAL STAFF | TOTAL SF |
|---------------------------|---------------------------|------|------|---------------------------|------|------|---------------------------|------|------|---------------------|------|------|----------------------|------|------|----------------------|------|------|------|-------|------|------|----------------|-------------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | | 2012 | 2013 | 2014 | | |
| 01 Child Support Services | | | | 1 | | | 1 | | | | | | 8 | | | | | | | 0 | 10 | 0 | 10 | 604 |
| 02 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| 03 County Counsel | | 2 | | | | | | | | | | | 1 | | | | | | | 0 | 3 | 0 | 3 | 408 |
| 04 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| 05 District Attorney | | | | 5 | | | 2 | | | 1 | | | 2 | | | | | | | 0 | 10 | 0 | 10 | 926 |
| 06 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| 07 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| 08 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| 09 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| 10 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| 11 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| 12 | | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 |
| Total | 0 | 2 | 0 | 0 | 6 | 0 | 0 | 3 | 0 | 0 | 1 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 23 | 0 | 23 | 1,938 |

ANCILLARY SPACE *Specific to this Department*

| Room Name | Remarks | S.F. | Qty | Qty | Qty | TOTAL COUNTS | TOTAL SF |
|--------------------------------------|---------------------------------------------------------------------------------------------|------|------|------|------|-----------------|-------------|
| | | each | 2012 | 2013 | 2014 | | |
| A Meeting Room | 14-16 Persons - 13 x 24 | 320 | | 1 | | 1 | 320 |
| B Interview Room - Child Services | 8 x 10 | 80 | | 2 | | 2 | 160 |
| C Interview Room - District Attorney | 6 x 8 | 48 | | 1 | | 1 | 48 |
| D Storage - District Attorney | Copy, Printers, Files | 200 | | 1 | | 1 | 200 |
| E Storage - Child Services | Copy 12 x 12 | 144 | | 1 | | 1 | 144 |
| F Storage - County Counsel | Copy and Files | 200 | | 1 | | 1 | 200 |
| G Library | Shared between County Counsel and DA | 150 | | 1 | | 1 | 150 |
| H Lobby | (1) Each Suite (County Counsel -open area with workstation, bookcases, and seating for 2-3) | 144 | | 3 | | 3 | 432 |
| I Meeting Room | 6 Persons | 120 | | 2 | | 2 | 240 |
| J Storage - District Attorney | CLETS - 6 x 8 | 48 | | 1 | | 1 | 48 |
| K Visitor Office - Shared | Locate near County Counsel | 120 | | 1 | | 1 | 120 |
| | | | | | | 2,062 | |

ADJACENCIES *Specific to this Department*

Requirement Departments
 High
 Medium
 Low

COMMENTS *Specific to this Department*

DA Files Offsite (7) years

Total Square Footage for this Department 4,000
 40% Circulation Factor 1,600
 Total Department U.S.F. 5,600

3

Design Review

County of Inyo

WARE.MAL.COMB

Department: Sheriff; Veteran Services; Animal Control

Location:

Contact Name:

STAFF Specific to this Department

| Title / Role / Employee | Private Office 12 x 15 | | | Private Office 10 x 12 | | | Private Office 10 x 10 | | | Touch down 5 x 6 | | | Workstation 8 x 6 | | | Workstation 6 x 6 | | | 2103 | TOTAL 2012 | TOTAL 2013 | TOTAL 2014 | TOTAL STAFF | TOTAL SF |
|-------------------------|---------------------------|------|------|---------------------------|------|------|---------------------------|------|------|---------------------|------|------|----------------------|------|------|----------------------|------|------|------|---------------|---------------|---------------|----------------|-------------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | | | | | | |
| 01 Veteran Services | | | | 1 | | | | | | | | | | | | | | | 0 | 1 | 0 | 1 | 120 | |
| 02 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 03 Animal Control | | | | | | | | | | | | | 2 | | | | | | 0 | 2 | 0 | 2 | 96 | |
| 04 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 05 Sheriff | | 1 | | 6 | | | | | | | | | 1 | | | | | | 0 | 8 | 0 | 8 | 948 | |
| 06 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 07 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 08 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 09 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 10 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 11 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 12 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Total | 0 | 1 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 11 | 0 | 11 | 1,164 | |

ANCILLARY SPACE Specific to this Department

| Room Name | Remarks | Remarks | S.F. each | Qty. 2012 | Qty. 2013 | Qty. 2014 | TOTAL COUNTS | TOTAL SF |
|-----------------------------------|------------------------------------------------------------------------|---------|--------------|--------------|--------------|--------------|-----------------|-------------|
| A Meeting Room | 14-16 Persons - 13 x 24 | | 320 | 1 | 1 | | 1 | 320 |
| B Interview Room-Sheriff | 10 x 10 | | 100 | 1 | 1 | | 1 | 100 |
| C Interview Room - Sheriff | 6 x 8 | | 48 | 1 | 1 | | 1 | 48 |
| D Storage - Copy, Printers, Files | Sheriff | | 144 | 1 | 1 | | 1 | 144 |
| E Swat Room | 12 x 12 | | 144 | 1 | 1 | | 1 | 144 |
| F Report Writing | 6 TD Spaces Plus Lockers, Gun Lockers (16 x 30 - 12 Officers - Shared) | | 480 | 1 | 1 | | 1 | 480 |
| G Lobby | 10 x 10 | | 100 | 1 | 1 | | 1 | 100 |
| H Evidence Intake/Storage | 10 x 30 (3) Separate Rooms | | 300 | 1 | 1 | | 1 | 300 |
| I Drug Testing R/R | HC R/R Plus Adjacent Counter Space w/ Storage for Drug Kits | | 130 | 1 | 1 | | 1 | 130 |
| | | | | | | | | 1,766 |

ADJACENCIES Specific to this Department

Requirement Departments
 High
 Medium
 Low

COMMENTS Specific to this Department

Total Square Footage for this Department 2,930
 30% Circulation Factor 1,172
Total Department U.S.F. 4,102

4

Design Review

County of Inyo

WARE, MALCOMB

Department: Probation Department

Location:

Contact Name:

STAFF *Specific to this Department*

| Title / Role / Employee | Private Office 12 x 15 | | | Private Office 10 x 12 | | | Private Office 10 x 10 | | | Touch down 5 x 6 | | | Workstation 8 x 6 | | | Workstation 6 x 6 | | | 2103 | TOTAL 2012 | TOTAL 2013 | TOTAL 2014 | TOTAL STAFF | TOTAL SF |
|-------------------------|---------------------------|----------|----------|---------------------------|----------|----------|---------------------------|----------|----------|---------------------|----------|----------|----------------------|-----------|----------|----------------------|----------|----------|----------|---------------|---------------|---------------|----------------|-------------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | | | | | | |
| 01 Probation | | 1 | | | | | | | | | | | | | | | | | 0 | 1 | 0 | 1 | 180 | |
| 02 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 03 Adult | | | | | 1 | | | | | | | | 9 | | 2 | | | | 0 | 12 | 0 | 12 | 624 | |
| 04 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 05 Juvenile | | | | | 1 | | | | | | | | 5 | | 1 | | | | 0 | 7 | 0 | 7 | 396 | |
| 06 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 07 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 08 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 09 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 10 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 11 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| 12 | | | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | |
| Total | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 3 | 0 | 0 | 20 | 0 | 20 | 1,200 | |

ANCILLARY SPACE *Specific to this Department*

| Room Name | Remarks | Remarks | S.F. | Qty | Qty | Qty | TOTAL COUNTS | TOTAL SF |
|-----------------------------------|------------------------------------------------------|---------|------|------|------|------|-----------------|--------------|
| | | | each | 2012 | 2013 | 2014 | | |
| A Meeting Room | 14-16 Persons - 13 x 24 - Shared w/Sheriff | | 320 | | 0 | | 0 | 0 |
| B Interview Room - Shared | 8 x 10, Insulated Rooms, Off Corridor | | 80 | | 4 | | 4 | 320 |
| C Storage - Shared | Copy, Printers, Files (Allow for 8 - 4 Drawer Files) | | 200 | | 1 | | 1 | 200 |
| D Lobby - Adult | | | 144 | | 1 | | 1 | 144 |
| E Lobby - JV | | | 144 | | 1 | | 1 | 144 |
| F CLETS Closet, Gun Safe - Shared | 6 x 12, Secured Room with Computer and T1 Line | | 72 | | 1 | | 1 | 72 |
| G Meeting Room - Shared | 6 Persons - 10 x 12 | | 120 | | 1 | | 1 | 120 |
| H Drug Testing R/R - Shared | | | 80 | | 2 | | 2 | 160 |
| | | | | | | | 2 | 1,160 |

ADJACENCIES *Specific to this Department*

Requirement: Departments
 High: HHS Wrap Team (1 Workstation to be Included)
 Medium:
 Low:

Total Square Footage for this Department 2,360

40% Circulation Factor 944

Total Department U.S.F. 3,304

COMMENTS *Specific to this Department*

Offsite File Storage
 Adult and Juvenile Divisions to be Separate Suites

5

Design Review

County of Inyo

WARE MALCOMB

Department: HHS: Administration; Public Health; Behavioral Health; Adult & Children's Social Services; Employment & Eligibility; Prevention; Quality Assurance/Quality Improvement
 Location:
 Contact Name:

STAFF *Specific to this Department*

| Title - Role - Employee | Private Office 12 x 15 | | | Private Office 10 x 12 | | | Private Office 10 x 10 | | | Touch down 5 X 6 | | | Workstation 8 X 6 | | | Workstation 6 X 6 | | | 2103 | TOTAL 2012 | TOTAL 2013 | TOTAL 2014 | TOTAL STAFF | TOTAL SF |
|-----------------------------------------|---------------------------|----------|----------|---------------------------|----------|----------|---------------------------|-----------|----------|---------------------|----------|----------|----------------------|----------|----------|----------------------|----------|----------|----------|---------------|---------------|---------------|----------------|--------------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | | | | | | |
| 01 Administration | 2 | | | 1 | | | | | | | | | 1 | | | 1 | | | 0 | 5 | 0 | 5 | 564 | |
| 02 Public Health | 2 | | | | | | 1 | | | | | | 6 | | | 3 | | | 0 | 12 | 0 | 12 | 656 | |
| 03 Behavioral Health - Admin. | 2 | | | | | | | | | | | | 1 | | | 3 | | | 0 | 6 | 0 | 6 | 516 | |
| 04 Behavioral Health - Child & Family M | | | | | | | 1 | | | | | | 4 | | | | | | 0 | 5 | 0 | 5 | 292 | |
| 05 Behavioral Health - Adult MHS | | | | | | | 1 | | | | | | 6 | | | | | | 0 | 7 | 0 | 7 | 368 | |
| 06 Behavior Health - Substance Abuse | | | | | | | 1 | | | | | | 3 | | | | | | 0 | 4 | 0 | 4 | 244 | |
| 07 A&C - Admin. | 1 | | | | | | | | | | | | 1 | | | | | | 0 | 2 | 0 | 2 | 228 | |
| 08 A&C - Child Welfare | | | | | | | 1 | | | | | | 6 | | | | | | 0 | 7 | 0 | 7 | 358 | |
| 09 A&C - Health & Human Services | | | | | | | 1 | | | | | | 5 | | | | | | 0 | 6 | 0 | 6 | 340 | |
| 10 A&C - Adult Social Services | | | | | | | 2 | | | | | | 3 | | | | | | 0 | 5 | 0 | 5 | 344 | |
| 11 A&C - Wraparound | | | | | | | 1 | | | | | | 4 | | | | | | 0 | 5 | 0 | 5 | 292 | |
| 12 Employment & Eligibility | 1 | | | | | | 3 | | | | | | 12 | | | 2 | | | 0 | 18 | 0 | 18 | 1,128 | |
| 13 Prevention | | | | | | | 2 | | | | | | 5 | | | | | | 0 | 7 | 0 | 7 | 440 | |
| 14 Quality Assurance/Quality Improvem | | | | | | | | | | | | | 3 | | | | | | 0 | 3 | 0 | 3 | 144 | |
| Total | 0 | 8 | 0 | 0 | 1 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 40 | 0 | 0 | 9 | 0 | 0 | 0 | 92 | 0 | 0 | 92 | 4,164 |

ANCILLARY SPACE *Specific to this Department*

| Room Name | Remarks | SF | Qty | Qty | Qty | TOTAL | TOTAL |
|--------------------------------------|-------------------------------------------------------------------------------------------|------|------|------|------|--------|--------------|
| | | each | 2012 | 2013 | 2014 | COUNTS | SF |
| A Meeting Room | 14-16 Persons - 13 x 24 - Shared | 320 | | 1 | | 1 | 320 |
| B Meeting Room | 25 Persons - Shared - 1st Floor | 460 | | 1 | | 1 | 460 |
| C Storage - Copy, Printers, Supplies | Shared by HHS | 200 | | 2 | | 2 | 400 |
| D Lobby | Shared Lobby to all HHS | 300 | | 1 | | 1 | 300 |
| E Computer Training Room | 20-24 Persons - Shared with Building - 1st Floor, next to E&E - Prefer Access to Exterior | 750 | | 1 | | 1 | 750 |
| F Training Room | 20-30 Persons - Shared with Building - 1st Floor, next to E&E - Prefer Access to Exterior | 750 | | 1 | | 1 | 750 |
| G Meeting Room - Prevention | 6 Persons - 10 x 12 | 120 | | 1 | | 1 | 120 |
| H File Room | Shared to all HHS | 150 | | 2 | | 2 | 300 |
| I Storage - Prevention | Books, Bins | 100 | | 1 | | 1 | 100 |
| J Interview Rooms | 8 x 12 - Near Lobby | 96 | | 8 | | 8 | 768 |
| K Drug Testing R/R - Beh. Health | Testing - To be shared with and located in Clinic | 130 | | 0 | | 0 | 130 |
| | | | | | | | 4,398 |

ADJACENCIES *Specific to this Department*

Requirement Departments
 High A&C Wraparound to be Located Next to Probation (Include 1 Probation WS)
 High Quality to be Located Next to Administration
 High A&C Child Welfare and A&C Health & Human Services to be Located Next to A&C Wraparound

Total Square Footage for this Department 10,562
 R/F Circulation Factor 4.215
 Total Department U.S.F. 14,787

COMMENTS *Specific to this Department*

Offsite File Storage
 Employment & Eligibility and Behavioral Health to be Located on the First Floor
 Front Office Space adjacent to Lobby to include WS for 1-Admin, 3-Pub. H., 3-Beh. H., 2-E&E
 Shared Offices include 1-Admin, 1-Public Health

6

Design Review

OVERALL PROGRAMMING SUMMARY

DEPARTMENTAL

| Sheet Name | Private Office 12 x 15 | | | Private Office 10 x 12 | | | Private Office 10 x 10 | | | Touch Down 5 x 6 | | | Workstation 8 x 6 | | | Workstation 6 x 6 | | | Ancillary Space | TOTAL | TOTAL | TOTAL | TOTAL | TOTAL |
|----------------------------------------------|---------------------------|-----------|----------|---------------------------|-----------|----------|---------------------------|-----------|----------|---------------------|-----------|----------|----------------------|------------|----------|----------------------|-----------|----------|--------------------|----------|------------|----------|------------|---------------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 | 2013 | 2012 | 2013 | 2014 | STAFF | S.F. |
| 01 Administrative Services | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 794 | 0 | 14 | 0 | 14 | 3,144 |
| 02 General Services | 0 | 1 | 0 | 0 | 4 | 0 | 0 | 3 | 0 | 0 | 7 | 0 | 0 | 9 | 0 | 0 | 2 | 0 | 1,040 | 0 | 26 | 0 | 26 | 3,600 |
| 03 Legal Services | 0 | 2 | 0 | 0 | 6 | 0 | 0 | 3 | 0 | 0 | 1 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 2,062 | 0 | 23 | 0 | 23 | 5,600 |
| 04 Sheriff, Veteran Services, Animal Control | 0 | 1 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 1,766 | 0 | 11 | 0 | 11 | 4,102 |
| 05 Probation | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 3 | 0 | 1,760 | 0 | 20 | 0 | 20 | 3,304 |
| 06 HHS | 0 | 8 | 0 | 0 | 1 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 60 | 0 | 0 | 9 | 0 | 4,398 | 0 | 92 | 0 | 92 | 14,787 |
| 07 HHS Clinic | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 938 | 0 | 0 | 0 | 0 | 1,341 |
| Total | 0 | 17 | 0 | 0 | 24 | 0 | 0 | 20 | 0 | 0 | 10 | 0 | 0 | 101 | 0 | 0 | 14 | 0 | 12,178 | 0 | 186 | 0 | 186 | 36,078 |

Square Footage Sub - Total 36078

ANCILLARY

Ancillary Space Summary Company Wide - Shared (Not Including Department Specific Ancillary Space)

| |
|--------------|
| TOTAL |
| S.F. |
| 5,113 |

| | |
|----------------------------------------|--------|
| USEABLE Total Square Feet | 41,191 |
| *ADD 6% for Core area(Rentable number) | 3,295 |
| RENTABLE TOTAL | 44,486 |

9

Design Review



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
37

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

FROM: County Administrator

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Approval of Amendment #7 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to date to be determined by the Board of Supervisors.

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the County Administrator to execute Amendment #7 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to a date determined by your Board.

SUMMARY DISCUSSION:

On May 23, 2013, your Board approved Amendment #6 to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises, extending the Phase I Expiration date to July 31, 2013. The staff report indicated that the developer's architect, Ware Malcom, was finalizing the draft space plans (e.g., building program, block diagram and a preliminary floor plan) for the building, as identified in Phase IB of the Exclusive Negotiating Agreement with Joseph Enterprises. Concurrently, Staff had begun preparing a workshop to present background information on the consolidated building project, as well as the draft space plan to your Board, prior to making similar presentations at community meetings.

Staff will present the consolidated building workshop to your Board at today's meeting prior to your consideration of this item and, at the conclusion of the workshop, ask to confirm dates for the community meetings in addition to any preliminary input your Board may have on the design plans. Following the community meetings, staff intends to return to your Board two more times: first, to solicit final Board input into the preliminary design plans; and, after that, to present the final space plans to your Board for non-binding approval of the Design Review phase identified in the Exclusive Negotiating Agreement. July is a five (5) Tuesday month and there are no additional regular meetings of the Board of Supervisors scheduled this month and, even if meetings were scheduled, it is unlikely that staff could (1) conclude the community meetings, (2) seek your Board's input on the draft space plans, (3) have Ware Malcomb incorporate your Board's feedback and turnaround the final space plans, and (4) present those to your Board for non-binding approval before the end of the month. Therefore, staff recommends one more extension to the Exclusive Negotiating Agreement to complete the Design Review process described above, and suggests the discussion during the Consolidated Building Presentation will help inform an appropriate length of time for the extension.

ALTERNATIVES:

Your Board could choose to take no action and/or not execute the amendment to the Exclusive Negotiation Agreement with Joseph Enterprises, however, this will terminate the ENA and essentially eliminate the current framework for proceeding with the consolidated building project development process.

OTHER AGENCY INVOLVEMENT:

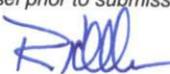
Primary assistance in this process has been, and will be provided by the Inyo County Office of the County Counsel, and the Inyo County Public Works Department.

FINANCING:

Outside of additional staff time and associated consulting expense, there is no cost or binding obligation to the County associated with amending the Exclusive Negotiation Agreement with Joseph Enterprises.

As indicated above, there will be additional public discussion and actions required of your Board in advance of making any decision that is financially binding upon the County.

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 <u>7.10.13</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: _____ Date _____ |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____ |

DEPARTMENT HEAD SIGNATURE:

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



Date: 07-10-2013

**AMENDMENT NUMBER 7 TO
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN
THE COUNTY OF INYO AND JOSEPH ENTERPRISES
FOR CONSTRUCTION AND LEASING OF
INYO COUNTY CONSOLIDATED OFFICE BUILDING**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Joseph Enterprises (hereinafter referred to as "Developer"), have entered into an Exclusive Negotiation Agreement for the construction and leasing of an Inyo County Consolidated Office Building in Bishop dated September 6, 2011 (Extended to July 31, 2013 by Amendment #6)

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

WHEREAS, such Agreement provides that the Agreement may be amended with an extension period, 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 Developer hereby amend such Agreement as follows:

Section 3.1.1 (TERM OF AGREEMENT) of the Agreement is amended to read in its entirety as follows:

Phase 1 will continue until _____, 2013, which is the Phase I Expiration Date. If by the Phase 1 Expiration Date, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

**AMENDMENT NUMBER 7 TO
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN
THE COUNTY OF INYO AND JOSEPH ENTERPRISES
FOR CONSTRUCTION AND LEASING OF
INYO COUNTY CONSOLIDATED OFFICE BUILDING**

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

COUNTY OF INYO

DEVELOPER

By: _____

By: _____

Signature

Dated: _____

Type or Print

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

40

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: July 16, 2013

SUBJECT: Treasury Status Report for the Quarter Ending June 30, 2013

DEPARTMENTAL RECOMMENDATION: Review Report and direct questions to the County Treasurer.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Report is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code. The primary purposes of the Report are to disclose the following: the investments and deposits of the treasury; the cost basis and market values of investments; compliance to the County Treasury Investment Policy; The weighted average maturity of the investments; and, the projected ability of the Treasury to meet the expected expenditure requirements of the Treasury's pooled participants for the next six months.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: Pursuant to Section 16481.2(a) of the Government Code, which is optional, copies of quarterly reports are sent to members of the County Treasury Oversight Committee. Pursuant to Section 53646(g) of the Government Code, which is also optional. Copies of all quarterly Treasury reports are available to Treasury participants and the public upon request

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE: Alisha McMurtrie Date: July 3, 2013

Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER 0
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2013
DATE: July 3, 2013

The following status report of the County Treasury as of June 30, 2013 is provided pursuant to the provisions of Sections 16481.2 and 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from Union Bank reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 754 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's OPEB investment with PARS balance as of 4/30/2013 was \$4,503,621.09. (Principal: \$3,650,000.00 + Interest: \$875,495.69 - Fees: \$21,874.60)

C: Ms. Amy Shepherd, Inyo County Auditor-Controller
Mr. Art Maillet, Inyo County District Attorney
Mr. Bill Lutz, Inyo County Sheriff
Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION

DATE: 6-28-13

AUDITOR'S BALANCES

Balance Forward - Cash in Treasury **\$106,132,683.24**
 Plus: Auditor Adjustments Payroll

Deposit Authorizations **\$6,445,255.59**

Less: Co. Checks Pd **06/27/13** (113,416.48)
 Auditor JE# to adjust

Outgoing Electronic Wires
 (1,834.20) CASDU
 (715,047.85) CO PR
 (1,530,615.48) Schls Pr
 (332,800.34) Schls Pr Tx Fed
 (60,529.24) Schls PR Tx St.
 (5,082.77) Ythbld Chrtr Cntrl
 (76,098.82) Ythbld Chrtr Fed
 (11,000.00) Vendor Pymnt
 (17,300.00) Vendor Pymnt
 (9,628.19) Ythbld Chrtr St.

Ending "Claim on Cash in Treasury" \$109,704,585.46

TREASURER'S BALANCE:

Cash on Hand: Vault **\$100.00**
 Drawer **\$248.79**

Bank Deposits on Hand:

BANK ACCOUNTS:

Union Bank - General Account. **\$9,323,885.19**

El Dorado - General Account **\$20,483.00**

INVESTMENTS:

% Invested

| | | |
|------------------------------|------------------|-------------------|
| Local Agency Investment Fund | \$47,900,000.00 | Agency Limit |
| UBS Money Market | \$1,000,000.00 | 0.91% of 10.00% |
| Federal Agencies | \$ 35,497,500.00 | 32.36% of 100.00% |
| Treasury Bill | \$0.00 | 0.00% of 100.00% |
| Commercial Paper | \$ 15,962,368.48 | 14.55% of 15.00% |

TOTAL TREASURY BALANCE: \$109,704,585.46

Difference: (Treasury SHORT or OVER) (\$0.00)

Explanation of Difference:

NOTES

Investments Maturing Over 1 Year **\$ 26,497,500.00** 24.15% of 35.00%

Prepared By: MP

**Inyo County Treasurer's Report
Weighted Average Maturity**

| Maturity Date | # of Days to Maturity | \$ Amount of Security |
|----------------------|------------------------------|------------------------------|
| 7/30/2013 | 4x30 | \$ 3,986,946.67 |
| 9/6/2013 | 3x68 | \$ 2,991,593.75 |
| 9/9/2013 | 5x71 | \$ 5,000,000.00 |
| 9/13/2013 | 2x75 | \$ 1,994,246.39 |
| 11/19/2013 | 4x142 | \$ 4,000,000.00 |
| 11/27/2013 | 3x150 | \$ 2,995,835.00 |
| 12/27/2013 | 4x180 | \$ 3,993,746.67 |
| 4/4/2016 | 4x1009 | \$ 4,000,000.00 |
| 4/12/2016 | 3x1017 | \$ 3,000,000.00 |
| 5/20/2016 | 1.5x1055 | \$ 1,500,000.00 |
| 10/24/2016 | 4x1212 | \$ 4,000,000.00 |
| 6/13/2017 | 3x1444 | \$ 3,000,000.00 |
| 12/13/2017 | 3x1627 | \$ 3,000,000.00 |
| 12/26/2017 | 5x1640 | \$ 4,997,500.00 |
| 4/30/2018 | 3x1765 | \$ 3,000,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | 38793 | \$ 51,459,868.48 |

Total = 754 Days Weighted Average Maturity
As of: June 30, 2013

Please note that this does not include checking account at UBOC, El Dorado, LAIF or UBS account.

*Days are determined at a per million rate.



Holdings - Reporting as of Trade Date
 Account: 6736305280 - COUNTY OF INYO

As of: 30-Jun-2013

Pending Transactions included

| Asset Type | Asset Name | Maturity Date | CUSIP | Shares/Units | Cost Basis | Market Value | S&P Rating | Moody's Rating | Net Unrealized Gain/Loss | Annual Yield | Estimated Annual Income |
|-------------------------|---------------------------------|---------------|-----------|----------------|----------------------------|----------------------------|------------|----------------|---------------------------|--------------|-------------------------|
| Cash & Cash Equivalents | UBS FINANCE DC/P 7/30/13 | 30-Jul-2013 | 90262CUW5 | 4,000,000.0000 | \$3,986,946.67 USD | \$3,999,440.00 USD | | | \$12,493.33 USD | | \$17,646.17 USD |
| Cash & Cash Equivalents | UBS FINANCE (DELW) DC/P 9/06/13 | 06-Sep-2013 | 90262CW60 | 3,000,000.0000 | \$2,991,593.75 USD | \$2,998,710.00 USD | | | \$7,116.25 USD | | \$11,406.25 USD |
| Government Obligations | FNMA NTS 1.050% 9/09/13 | 09-Sep-2013 | 3136FPEL7 | 5,000,000.0000 | \$5,000,000.00 USD | \$5,008,600.00 USD | AA+ | AAA | \$8,600.00 USD | | \$52,500.00 USD |
| Cash & Cash Equivalents | UBS FINANCE (DELW) DC/P 9/13/13 | 13-Sep-2013 | 90262CWD5 | 2,000,000.0000 | \$1,994,246.39 USD | \$1,999,060.00 USD | | | \$4,813.61 USD | | \$7,806.94 USD |
| Government Obligations | FNMA NTS 0.800% 11/19/13 | 19-Nov-2013 | 31398A5Z1 | 4,000,000.0000 | \$4,000,000.00 USD | \$4,008,280.00 USD | AA+ | AAA | \$8,280.00 USD | | \$32,000.00 USD |
| Cash & Cash Equivalents | GE CAP CORP DC/P 11/27/13 | 27-Nov-2013 | 36959HYT8 | 3,000,000.0000 | \$2,995,835.00 USD | \$2,996,400.00 USD | | | \$565.00 USD | | \$6,387.50 USD |
| Cash & Cash Equivalents | GE CAP CORP DC/P 12/27/13 | 27-Dec-2013 | 36959HZT7 | 4,000,000.0000 | \$3,993,746.67 USD | \$3,993,240.00 USD | | | (\$506.67) USD | | \$8,516.66 USD |
| Government Obligations | FHLMC NTS 0.600% 4/04/16 | 04-Apr-2016 | 3134G3L40 | 4,000,000.0000 | \$4,000,000.00 USD | \$3,984,960.00 USD | AA+ | AAA | (\$15,040.00) USD | | \$24,000.00 USD |
| Government Obligations | FHLB BDS 0.470% 4/12/16 | 12-Apr-2016 | 313382KN2 | 3,000,000.0000 | \$3,000,000.00 USD | \$2,981,130.00 USD | | | (\$18,870.00) USD | | \$14,100.00 USD |
| Government Obligations | FNMA NTS 0.500% 5/20/16 | 20-May-2016 | 3135G0XH1 | 1,500,000.0000 | \$1,500,000.00 USD | \$1,488,900.00 USD | AA+ | AAA | (\$11,100.00) USD | | \$7,500.00 USD |
| Government Obligations | FFCB BDS 0.620% 10/24/16 | 24-Oct-2016 | 3133EA5V6 | 4,000,000.0000 | \$4,000,000.00 USD | \$3,967,840.00 USD | | | (\$32,160.00) USD | | \$24,800.00 USD |
| Government Obligations | FHLB BDS 0.750% 6/13/17 | 13-Jun-2017 | 313383AP6 | 3,000,000.0000 | \$3,000,000.00 USD | \$2,937,690.00 USD | | | (\$62,310.00) USD | | \$22,500.00 USD |
| Government Obligations | FNMA NTS S/U 0.700% 12/13/17 | 13-Dec-2017 | 3136G07A3 | 3,000,000.0000 | \$3,000,000.00 USD | \$2,946,150.00 USD | AA+ | AAA | (\$53,850.00) USD | | \$21,000.00 USD |
| Government Obligations | FFCB BDS 0.900% 12/26/17 | 26-Dec-2017 | 3133ECB45 | 5,000,000.0000 | \$4,997,500.00 USD | \$4,878,350.00 USD | | | (\$119,150.00) USD | | \$45,000.00 USD |
| Government Obligations | FHLB BDS S/U 0.750% 4/30/18 | 30-Apr-2018 | 313382RQ8 | 3,000,000.0000 | \$3,000,000.00 USD | \$2,937,240.00 USD | AA+ | | (\$62,760.00) USD | | \$22,500.00 USD |
| Subtotals | | | | | | | | | | | |
| Cash & Cash Equivalents | | | | | \$15,962,368.48 USD | \$15,986,850.00 USD | | | \$24,481.52 USD | | \$51,763.52 USD |
| Government Obligations | | | | | \$35,497,500.00 USD | \$35,139,140.00 USD | | | (\$358,360.00) USD | | \$265,900.00 USD |
| Total | | | | | \$51,459,868.48 USD | \$51,125,990.00 USD | | | (\$333,878.48) USD | | \$317,663.52 USD |

ALISA

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

COUNTY OF INYO
PARS GASB 45 Program

Monthly Account Report for the Period
4/1/2013 to 4/30/2013

Kevin Carunchio
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

| Source | Beginning Balance as of 4/1/2013 | Contributions | Earnings | Expenses | Distributions | Transfers | Ending Balance as of 4/30/2013 |
|-----------------------|----------------------------------|---------------|--------------------|-----------------|---------------|---------------|--------------------------------|
| Employer Contribution | \$4,451,514.40 | \$0.00 | \$53,071.27 | \$964.58 | \$0.00 | \$0.00 | \$4,503,621.09 |
| Totals | \$4,451,514.40 | \$0.00 | \$53,071.27 | \$964.58 | \$0.00 | \$0.00 | \$4,503,621.09 |

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

| 1-Month | 3-Months | 1-Year | Annualized Return | | | Inception Date |
|---------|----------|--------|-------------------|---------|----------|----------------|
| | | | 3-Years | 5-Years | 10-Years | |
| 1.19% | 3.48% | 10.46% | N/A | N/A | N/A | 6/16/2010 |

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past Performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Inception Date: Plans inception date