

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.

August 6, 2013

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **PERSONNEL [Pursuant to Government Code §54957].** Public Employee Appointment – Title – Agriculture Commissioner/Weights and Measures.
3. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title: Agricultural Commissioner/Sealer of Weights and Measures – Negotiator – as designated by the Board of Supervisors.
4. **PERSONNEL [Pursuant to Government Code §54957].** Public Employee Appointment – Title – County Counsel.
5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** – Decision whether to initiate litigation (one case).
6. **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.
7. **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.
8. **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.
9. **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.

10. **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.
11. **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.
12. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion; Information Services Director Brandon Shults and Planning Director Josh Hart.
13. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]** – Property: APN 035-140-17-0000, 101 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.
14. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]** – Property: APN 035-230-10-000000 and APN 035-230-11-0000000, 126 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.
15. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]** – Property: APN 035-200-019-000, 452 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.
16. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]** – Property: APN 035-200-017-000, 437 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.
17. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

OPEN SESSION

18. **PLEDGE OF ALLEGIANCE**
19. **PUBLIC COMMENT**
20. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
21. **INTRODUCTION** of Mr. Clint Quilter, Public Works Director.
22. **INTRODUCTION** – Ms. Elaine Kabala, Associate Planner, will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

23. **Motor Pool** – Request Board award the bid to and authorize the purchase from Eastern Sierra Motors of Bishop, as the low bidder, of a 2013 Ford F150 XL Super Crew Truck, in the amount of \$29,140.13, contingent upon the Board's adoption of a FY 2013-14 budget.

24. **Advertising County Resources** - Request approval to pay the Lone Pine Chamber of Commerce \$3,750 for the Lone Pine Photo Shootout Contest, and the Friends of the Mt. Whitney Fish Hatchery \$2,831.18 for the Independence Father's Day Fishing Derby, both projects were 2012-13 Community Project Sponsorship Grant Projects.
25. **Advertising County Resources** – Request approval to pay Playhouse 395 \$605 for creating an online Eastern Sierra Performing Arts Calendar; and the Bishop Museum and Historical Society – Laws Museum \$1,000 for the 6th Annual Laws Benefit Concert, both projects were 2012-13 Community Project Sponsorship Grant Projects
26. **Emergency Services** – Request Board approve a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the FY 2013 Homeland Security Grant Program Application.
27. **Information Services** – Request approval of the renewal of an Annual Software Maintenance Agreement between the County of Inyo and Crest Software Corporation for the County's Enterprise Property Tax Management System for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$28,347, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign.

CHILD SUPPORT SERVICES

28. Request approval of a proclamation declaring August 2013 as Child Support Awareness Month in Inyo County.

HEALTH AND HUMAN SERVICES

29. **Inyo County-Growing Older, Living with Dignity Program and ESAAA** - Request Board declare Oliver Products Company a sole source provider of food trays and coverings for FY 2013-14 and approve a blanket purchase order to Oliver Products Company for food trays and coverings for home delivered meals in an amount not to exceed \$25,000.

PLANNING

30. Request approval of Change Order No. 2 to the Cost Energy and Service Efficiencies Action Plan with Southern California Edison, amending the dates for project deliverables, to April 15, 2014; project ramp-down until June 6, 2014; and project completion to June 16, 2014, per the existing scope of work; and authorize the Chairperson to sign.

PUBLIC WORKS

31. Request approval of the Contract between the County of Inyo and ISL Engineering, Inc., for the provision of professional design services for the period of August 6, 2013 through December 31, 2013, in an amount not to exceed \$41,480, 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.

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

32. **COUNTY ADMINISTRATOR** – Request Board consider the 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.
33. **COUNTY ADMINISTRATOR – Museum Services** – Request Board accept a donation of funds in the amount of \$15,000 on behalf of the County of Inyo and the Eastern California Museum from the Robert A. Hudson 2005 Trust.
34. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board consider an up to 8% floor rate increase for residential, commercial, and roll-off service.

35. **AGRICULTURAL COMMISSIONER** – Request approval of the Contract between Inyo County, Owens Valley Mosquito Abatement Program and the Mammoth Lakes Mosquito Abatement District for the provision of mosquito control services in the amount of \$325,000, effective upon the date of execution by the last party hereto and continue for a term of five years from said effective date and accept certain equipment as the first payment of \$32,500; and authorize the Chairperson to sign.
36. **HEALTH AND HUMAN SERVICES – Children Services** – Request Board ratify and approve the Contract between the County of Inyo and the NCCD for the provision of SafeMeasures® Internet Reporting Services, in an amount not to exceed \$12,000 for the period of July 1, 2013 through June 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
37. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board ratify and approve the Contract between the County of Inyo and Victor Treatment Center for the provision of mental health services in an amount not to exceed \$30,000 for the period of July 1, 2013 through June 30, 2014, contingent upon the Board's adoption of a FY 2013-14 budget; and authorize the Chairperson to sign.
38. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Social Worker exists 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 Social Worker II at Range 64 (\$3,590 - \$4,363) or III at Range 67 (\$3,852 - \$4,676) depending on qualifications and contingent upon the Board's adoption of a FY 2013-14 budget.
39. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Social Worker exists in the Social Services Budget as certified by the Health and Human Services Director, and concurred with by the County Administrator and Auditor-Controller; B) 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 Social Worker II at Range 64 (\$3,590 – \$4,393), contingent upon the Board's adoption of a FY 2013-14 budget.
40. **HEALTH AND HUMAN SERVICES – Inyo County-Growing Older, Living with Dignity Program and ESAAA** - find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of B-PAR Senior Citizen Specialist exists in the IC Gold and ESAAA budgets 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 B-PAR Senior Citizen Specialist III at Range 50PT (\$13.90 – \$16.87) and if an internal candidate is hired into the position, authorize HHS to backfill the resulting vacancy contingent upon the Board's adoption of a FY 2013-14 budget.
41. **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.
42. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
43. **PLANNING DEPARTMENT** – Request Board receive a presentation from staff about coordination with the Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, review the County's Draft Focus Paper Outlines and provide direction, and approve the Public Outreach Plan.
44. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of A) July 2, 2013; B) July 9, 2013; and C) July 16, 2013.

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

- 11:00 a.m. 45. **COUNTY ADMINISTRATOR – Personnel** – Request Board consider options for filling the unexpired term of the Office of District Attorney and, if the Board decides not to make an appointment at today's meeting, provide direction to staff.
- 11:45 a.m. 46. **CLERK-RECORDER** – Request Board A) conduct a **public hearing** on a proposed ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Section 2.14.040 of the Inyo County Code to Establish Fee for Performance of Marriage Ceremony by County Clerk" authorizing the Inyo County Clerk to collect a \$25 fee to perform marriage ceremonies; and B) waive the first reading of the Ordinance and schedule the enactment for 11:45 a.m., Tuesday, August 13, 2013 in the Board of Supervisors Room, at the County Administrative Center, in Independence.
- 1:30 p.m. 47. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board A) conduct the third of three workshops regarding Inyo Recycle and Integrated Waste Program to discuss related issues with the focus on waste collection; and B) provide direction to staff regarding potential program changes.
- 2:30 p.m. 48. **COUNTY ADMINISTRATOR – PLANNING DEPARTMENT – COUNTY COUNSEL** – Request Board consider approving the Term Sheet for an MOU with the City of Los Angeles Department of Water and Power for the proposed Southern Owens Valley Solar Ranch Project and providing direction to staff to prepare the MOU incorporating the provisions contained in the Term Sheet.
- 6:00 p.m. 49. **NOTIFICATION OF SPECIAL MEETING** the Board of Supervisors will conduct a Special Meeting to take input from the public on the proposed Bishop Consolidated Office Building. (See *separate agenda.*)

CORRESPONDENCE - ACTION

50. **INYO COUNTY FOR THE ARTS** – Request the closure of the Millpond Recreation Area to the public from Friday, September 20, 2013 at 6:00 a.m., through Sunday, September 22, 2013 at midnight for the annual Millpond Music Festival.

BOARD MEMBERS AND STAFF REPORTS

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

51. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

52. **SHERIFF'S** – Sheriff and Jail Overtime Report for the month of June, 2013.
53. **U.S. FISH AND WILDLIFE SERVICE** – Notification that the comment period for the proposals to give Federal protections to three amphibians and their habitat has been reopened and the Service will be accepting comments through November 18, 2013.



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: Motor Pool
FOR THE BOARD MEETING OF: August 6, 2013
SUBJECT: Purchase of Motor Pool Vehicle for Fiscal Year 2013-2014

DEPARTMENTAL RECOMMENDATION: Request your Board award a bid to Eastern Sierra Motors of Bishop as the low bidder for the purchase of a 2013 Ford F150 XL Super Crew, in the amount of \$29,140.13, contingent upon Board's adoption of FY 2013-2014 Budget.

SUMMARY DISCUSSION: Motor Pool sought bids for the purchase of this vehicle from several vendors: Eastern Sierra Motors of Bishop, Perry Motors of Bishop, Towne Ford of Redwood City, Hunter Dodge of Lancaster, Cerritos Dodge of Cerritos, Penske Chevrolet of Cerritos, and David Wilson Fleet Group of Orange.

Bid Summary:
 Eastern Sierra Motors \$29,140.13 All other bidders – no response
 Perry Motors \$31,278.87

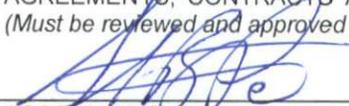
Motor Pool included \$417,000 in the 2013-2014 Preliminary Budget as well as in the FY 2013-2014 Motor Pool Budget.

The purchase of this truck will be an addition to the Motor Pool Fleet and will be utilized by the Public Works Director to be used in the daily function of his duties. Since there has not been a Public Works Director for quite some time the vehicle that was assigned to that position has been reallocated to other uses.

ALTERNATIVES: Your Board could choose not to award the bid and not purchase this vehicle at this time. It is not Staff's recommendation due to the fact that Motor Pool personnel has evaluated this vehicle and has determined that this vehicle meets the Motor Pool vehicle purchasing criteria and will accommodate the needs of the Public Works Director.

FINANCING: The vehicles recommended for purchase by Motor Pool have been included in the Department Requested 2013-2014 Preliminary Budget object code 5655.

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>7/24/2013</u>
AUDITOR /CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/30/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <u>N/A</u> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Pam Flennay Date: 7/29/13
 (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

24

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Lone Pine Chamber of Commerce for successfully completing the Lone Pine Photo Shootout Contest, and the Friends of the Mt. Whitney Fish Hatchery for completing the Independence Father's Day Fishing Derby, both 2012-13 CPSP projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final a payment to the Lone Pine Chamber of Commerce for \$3,750 for the Lone Pine Photo Shootout Contest, and a final payment to the Friends of the Mt. Whitney Fish Hatchery for \$2,831.18 for the Independence Father's Day Fishing Derby, both of which are 2012-13 Community Project Sponsorship Grant projects funded from the 2012-2013 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$7,500 in February of 2013 to help sponsor the Lone Pine Photo Shootout Contest. The photo contest "has produced some great pictures that we have used in advertising Inyo County at Cal Expo and in (the Inyo County) Visitors Guide, as well as in magazines," the Chamber noted. "With 300 entries ... we will have a whole new group of pictures to use in advertising our area." An exhibit of the photos was also held at the Lone Pine Visitors Center. All photos entered into the contest become the property of the Lone Pine Chamber, and can be used by local groups or organizations in promotional efforts.

After contracts were finalized, half the grant funds (\$3,750) were disbursed to the Lone Pine Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,750. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Friends of the Mt. Whitney Fish Hatchery was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$6,000 in February of 2013 to help sponsor the Independence Father's Day Fishing Derby. The derby was held on June 15, 2013, and attracted anglers and families from Southern California, Central California, and Northern California, in addition to Inyo County residents. Participants landed planted trout, wild trout and blue gill. About 146 anglers registered for the derby, an increase of more than 25 percent compared to last year. Prizes were awarded in a variety of categories in both the Junior and Adult divisions. The organizers concluded, "participants of all ages had a wonderful day fishing in and around the Independence area ... It was an enjoyable family event."

After contracts were finalized, half the grant funds (\$3,000) were disbursed to the Friends. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$2,831.18. The Friends also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event.

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 (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/30/13</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:  Date: 7-30-13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



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

Lone Pine
Chamber of Commerce

June 30, 2012

Inyo Co. Board of Supervisors
PO Box N
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of the Lone Pine Photo Shootout contest.

This little contest has produced some great pictures that we have used in advertising Inyo County at Cal Expo and in our Visitor's Guide as well as in magazines. With 300 entries this year we will have a whole new group of pictures to use in advertising our area.

It turns out that the Lone Pine Visitors Center is a perfect venue for displaying the pictures which is an added bonus for our area.

Sincerely,


Kathleen New
President/CEO

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

Give us your best shot!

Sponsored by
Inyo County



Deadline
for submission
JUNE 23, 2013

Lone Pine Chamber
of Commerce

1001 E. 2nd St.
Lone Pine, CA 92645
760.876.4444



View this
Years Entries
July 15th - Nov. 30th
at the Visitor's Center
in Lone Pine

Photo by Klett 2012 www.inyodeign.com

Friends of the Mt. Whitney Fish Hatchery
P. O. Box 482
Independence, CA 93526

July 16, 2013

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

Subject: Final Report for the Father's Day Weekend Fishing Derby
Community Project Sponsorship Grant

Dear Board of Supervisors,

The annual Independence Fishing Derby took place on Saturday, June 15, 2013 and participants of all ages had a wonderful day fishing in and around the Independence area, followed by the weigh-in and awarding of prizes at Dehy Park. Out of the many participants, 146 of them weighed in and registered to win prizes. Categories included heaviest fish, heaviest stringer, largest wild trout, and largest bluegill and blind bogey (adult and junior divisions).

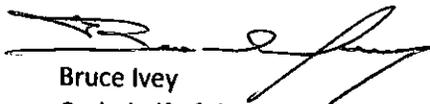
Visitors to Inyo County came from southern California (including Moreno Valley, Temecula, Torrance, San Diego, Glendora), central California (including Bakersfield) and northern California (including Ukiah and Sacramento). Locals from the Owens Valley also participated.

The Derby Committee (several community members) worked with Friends of the Mt. Whitney Fish Hatchery to plan, promote, buy and collect awards and run the derby weigh-in, exhibiting good teamwork. The Committee sent mass email messages via the derby database and interfaced with the public to answer questions and provide maps and fishing guides, as well as manage the financial accounting for the event.

The Mt. Whitney Fish Hatchery and Committee worked with the Department of Fish and Game to open the event to a wide variety of fish, encouraging contestants to use multiple fisheries available to our area with great success.

Fishing enthusiasts of all ages came to enjoy a great day of Eastern Sierra fishing, many of whom were previous participants of the Independence Fishing Derby. It was an enjoyable, family event and we look forward to next year's Independence Fishing Derby! The Friends of the Mt. Whitney Fish Hatchery thanks the County of Inyo for sponsorship of this event.

Sincerely,



Bruce Ivey
On behalf of the Independence
Fishing Derby Committee

**Visit Independence, CA on
Father's Day Weekend
For the annual**

INDEPENDENCE FISHING DERBY



Saturday, June 15, 2013

**This is a FREE Blind Bogey Event...
Lots of Prizes, Silent Auction, & Live Music
at the Weigh-in**

**Weigh-in from 10:30 a.m.-3:00 pm at Dehy Park
Awarding of Prizes begins at 4:00 p.m. at Dehy Park**

**Fishing Fun for the Whole Family!! Come fish the
ponds and streams in and around Independence, CA
in the beautiful Eastern Sierra**

**Sponsored by
COUNTY OF INYO
Friends of the Mt. Whitney Hatchery**

**For more information, contact 760-878-2037 or
kellyreade@gmail.com**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to Playhouse 395 and the Bishop Museum and Historical Society – Laws Museum for successfully completing 2012-2013 CPSP projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments as follows: \$605 to Playhouse 395 for creating an online Eastern Sierra Performing Arts Calendar; and \$1,000 to the Bishop Museum and Historical Society -- Laws Museum, for the 6th Annual Laws Benefit Concert. Both are 2012-13 Community Project Sponsorship Grant projects funded from the 2012-2013 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: Playhouse 395 was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$1,500 in February of 2013 to create an online Performing Arts Calendar that would be a comprehensive listing of performing and fine art events and activities in the Eastern Sierra. The online calendar is complete and contains listings for more than 20 venues, from Lone Pine to Bridgeport. The online calendar is hosted at www.playhouse395.com and www.bishopvisitor.com (the Bishop Chamber of Commerce website). Playhouse 395 will keep the calendar current and continue to expand it in the future.

After contracts were finalized, half the grant funds (\$750) were disbursed to Playhouse 395. The group has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$605, which is \$145 less than the grant award. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the calendar on the site.

The Bishop Museum and Historical Society -- Laws Museum was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$2,000 in February of 2013 to help sponsor the 6th Annual Laws Benefit Concert. The event was held on June 29, 2013, and featured the Black Irish Band and a Taste of the Irish dinner. More than 120 people attended the concert and dinner, making it one of the more successful benefit concerts hosted at Laws, both in terms of attendance and fundraising. The band was a big draw, attracting visitors from Bakersfield to Nevada, organizers said. Despite the temperature of 109, the concert lasted more than two hours and was deemed "a great success."

After contracts were finalized, half the grant funds (\$1,000) were disbursed to the Historical Society. The Society has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,000 and also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

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 <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
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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>7/31/13</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: 7/31/13



Date: July 24, 2013

Board of Supervisors
Inyo County
Post Office Drawer N
Independence, CA 93526

SUBJECT: FINAL REPORT COMMUNITY PROJECT SPONSORSHIP PROGRAM, SPRING 2013

Playhouse 395 thanks the Inyo County Board of Supervisors for its award of the Community Project Sponsorship Program to create an on-line Eastern Sierra Performing Arts Calendar. This letter will serve as the final report and request for reimbursement.

The purpose of this project was to develop an attractive, interactive on-line calendar to be used by any and all Eastern Sierra fine and performing arts groups to publicize and coordinate (avoid conflicts) activity dates. It is also intended to be a quick reference for locals and visitors to answer the question of "what else is there to do in the Eastern Sierra after a day of hiking, fishing, skiing, etc.?" The calendar currently can be accessed at www.playhouse395.com and www.bishopvisitor.com with other sites still under discussion. The calendar is updated on a regular basis by Playhouse 395 or by the organizations themselves. Currently the calendar publicizes fine and performing arts events for over 20 venues from Lone Pine to Bridgeport.

The header and footer of the calendar are included in this report, with the footer demonstrating that Inyo County is listed as a sponsor of the calendar. On line, the visitor may view the calendar in either a block calendar or list format. When the visitor clicks the date, a full description of the event, sponsor, location, website link, cost, and other contact information pops up. Some events include photographs or videos. A hard copy of a calendar page is not included with this report as it would not show the depth of information available. Please take a moment when you are at your computer to visit the Playhouse 395 or Bishop Chamber website. **If desired, the county website administrator can add a link to the calendar** with the following line of code: `<iframe src="http://395arts.com/events/" height="1200" width="850" frameborder="0"></iframe>`

Anecdotal evidence (comments on Facebook, phone calls and e-mails) indicates that people are accessing the calendar. We have also had inquiries from artists asking to

Board of Directors:

Karen Keehn, President
Stan Conger, Treasurer

Chris Plakos, Vice President
Donald Kunze, Member at Large

Vacant, Secretary
Caitlin Higgenbottom, MaL

be listed on the calendar. Apparently the analytics function of the site has not been working, but our contractor is working to repair it so that we will have data on number of hits and click-throughs to websites for future reference.

The enclosed Reimbursement Request Form is accompanied by an invoice in the amount of \$980.00 for website design and configuration, licensing, domain names and one year of web-hosting. Additionally, reimbursement is requested for staff time in the amount of \$375 for 15 hours of work at \$25/hour, not including benefits or other administrative costs, as described in the original application. This represents about half the time staff dedicated to the project. Related tasks included working with the contractor, in-putting venues and events, and contacting arts organizations to demonstrate the use of the calendar. The portion of the grant award dedicated to advertising was not used as described, so reimbursement is not requested for that portion of the grant award. Having received 50% of the original grant award, the reimbursement request is in the amount of \$605.00.

Again, Playhouse 395 appreciates the support provided by Inyo County that allowed us to create and maintain this calendar. We will continue to keep the calendar current and will work with businesses and non-profits to increase public awareness of fine and performing arts available in our communities.

Header:



CREATING
THROUGH THE **ARTS**

EASTERN SIERRA ARTS CALENDAR

THEATER

MUSIC

ART

Footer:



Karen Keehn, President
Stan Conger, Treasurer

Board of Directors:
Chris Plakos, Vice President
Donald Kunze, Member at Large

Vacant, Secretary
Caitlin Higgenbottom, MaL

Laws 6th Annual Benefit Concert Black Irish Band & a Taste of the Irish

We would like to thank the County of Inyo for your continued support for the annual concert at Laws.

This years concert was a great success despite the 109 degree temperatures. The Black Irish Band was a big draw. They played 2.5 hours with Railroad songs, tradition Irish and California folk songs. Their music was very upbeat and the crowd really did enjoy the evening. Everyone commented that it was a fantastic concert. Their CD sales were great.

Michelle Denault Catering served a traditional Irish Dinner and the Bishop VFW Post served beverages.

There were over 120 in attendance for the event. We had concert goers from Nevada down to Bakersfield. One couple returned to Bishop just to see them in concert.

The net proceeds are used for the continual upgrades to the lawns and to help fund the Annual Good Ole Days celebration.

Again thank you for your support.

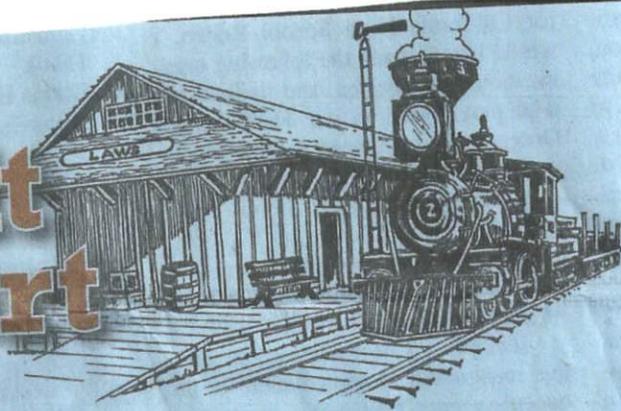
Laws Benefit Concert

6:00 pm

Black Irish Band



*Sponsored & Funded
by The County of Inyo*



Saturday, June 29th
Doors open at 5 p.m.
Concert 6 p.m.
\$20 Donation

Taste of the Irish
\$10 Dinner at 5 p.m.
*Catered by Michelle
Denault Catering*

Tickets available at
Laws Museum & Inyo
Council for the Arts



The Black Irish Band will be performing its mix of original and classical Irish folk music at this year's Laws Railroad Museum Benefit concert. Photo courtesy Laws Railroad Museum

A taste of Ireland at Laws

The Black Irish Band scheduled to appear for sixth annual benefit concert

Register Staff

A Taste of the Irish Comes to the Laws Railroad Museum for the 6th Annual Benefit Concert

A taste of the Emerald Island is coming to Laws Railroad Museum with an Irish Folk band and traditional Irish fare being offered up for the museum's sixth annual Benefit Concert fundraiser.

The Black Irish Band will be performing at the Benefit Concert on June 29 along with a Taste of the Irish dinner provided by Michelle Denault

Catering.

The gates open at 5 p.m. for authentic corned beef and cabbage or roast chicken dinner and the concert starts at 6 p.m.

For 22 years The Black Irish band has created an original sound that no other band has been able to reproduce. With more than 500 concert performances to date, the group has kept very busy, spreading their brand of progressive folk music to a large audience. Performing both traditional and original music, the Black Irish Band "is very focused on presenting acoustic music in a very exciting up beat way that appeals to all ages," a press release from Laws states.

Hailing from the historic GoldRushCountryofAmerica, the four member band has a musical style that is as "timeless as the rugged landscape of

the west, a tribute to the people whose lives were spent building the world we now take for granted," concert organizers said.

The band has a large compliment of traditional maritime and railroad music, as well as ethnic tunes in their repertoire and they excel at Irish and Scottish, Italian and American folk music. "The band's musical style captures the spirit of the immigrants of this land, the men and women who tamed the Wild West," the press release states.

The cost of the concert is a \$20 donation and a \$10 donations is requested for the dinner.

For tickets or more information, call Laws at (760) 873-5950.

The annual benefit concert at Laws is sponsored in part by the County of Inyo.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Disaster Services

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: FY2013 Homeland Security Grant Program

DEPARTMENTAL RECOMMENDATION: Request Board approve a resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the FY2013 Homeland Security Grant Program Application."

SUMMARY DISCUSSION: The Department of Homeland Security is offering the FY2013 Homeland Security Grant Program (HSGP), to provide funding to build and sustain planning capabilities in support of the National Preparedness Goal and National Priorities. If awarded, these monies would be used to purchase equipment and provide training to strengthen the County's catastrophic planning capabilities.

In late 2005, the federal government resolved to streamline efforts for States and Urban Areas in obtaining resources that are critical to building and sustaining capabilities to achieve the Interim National Preparedness Goal and implement State and Urban Area Homeland Security Strategies. As a result, the Department of Homeland Security adopted a risk- and need-based approach to allocating future funding for certain programs within HSGP. Their aim is to allocate and apply these resources to generate the highest return on investment and, as a result, strengthen national preparedness in the most effective and efficient manner.

The State has informed each operational area of the amount that is available in grant monies; Inyo County has a potential allocation of \$67,245. The HSGP does not require a cash or in-kind match from the applicant. However, a requirement of the application process is for the governing body, the Board of Supervisors, to adopt a Resolution in support of applying for Homeland Security Grant monies.

ALTERNATIVES: Your Board could choose not to approve the Resolution, but this alternative is not recommended. The FY2013 HSGP monies would be a valuable resource to Inyo County and this grant does not require a cash or in-kind match from the County.

OTHER AGENCY INVOLVEMENT: City of Bishop and local Tribes.

FINANCING: If the grant application is approved, then a budget will be set up.

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>7/10/13</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>7/19/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>N/A</u> Approved: _____ Date _____

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



Date: 7-22-13

RESOLUTION NO. 2013-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE
SUBMITTAL OF THE FY2013 HOMELAND SECURITY GRANT
PROGRAM APPLICATION**

WHEREAS the need to enhance our emergency management system was recognized in the Governor's Executive Order (S-02-05) and demonstrated in the lessons learned from the Katrina and Rita disasters. The Homeland Security Grant Program provides an opportunity to achieve greater integration of these emergency management systems; and

WHEREAS the purpose of the Fiscal Year 2013 Homeland Security Grant Program (FY13 HSGP) is to support comprehensive emergency management at the state, tribal and local levels and to encourage the improvement of mitigation, preparedness, response and recovery capabilities for all hazards; and

WHEREAS the HSGP supports efforts for States and Urban Areas in obtaining resources that are critical to building and sustaining capability to achieve the Interim National Preparedness Goal and implement State and Urban Area Homeland Security Strategies; and

WHEREAS funds provided under the HSGP may, and should be used to support activities that contribute to the grant recipient's capability to strengthen, prevent, prepare for, mitigate against, respond to and recover from emergencies and disasters, whether natural or man-made and funding will be used to purchase equipment and provide training to strengthen the County's catastrophic planning capabilities; and

WHEREAS the State of California Emergency Services has indicated that \$67,245 may be available to the County in the FY13 Homeland Security grant monies; and

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

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors has reviewed and hereby approves application for State Homeland Security Program funding for approximately \$67,245; and

BE IT FURTHER RESOLVED that the Inyo County Administrative Officer is authorized and directed to act on Inyo County's behalf in all matters pertaining to this grant award and for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 6th day of August, 2013, by the following role call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson

Inyo County Board of Supervisors

ATTEST: Kevin D. Carunchio
Clerk of the Board

By:

Patricia Gunsolley, Assistant



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

For Clerk's Use Only: AGENDA NUMBER 27

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **August 6, 2013**

SUBJECT: Software Maintenance for the OPTIM property tax management system

DEPARTMENTAL RECOMMENDATION:

A) Request your Board approve the renewal of a Software Maintenance Agreement between Crest Software Corporation and the County of Inyo for the County's enterprise Property Tax Management System for the period July 1, 2013 through June 30, 2014 in an amount not to exceed \$28,347 contingent on Board approval of FY 2013-14 budget.

SUMMARY DISCUSSION:

The annual maintenance agreement is to ensure basic software support is available and provided by the vendor throughout the agreement period.

ALTERNATIVES:

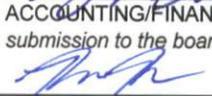
Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

The OPTIM property tax management system is used by the Assessor's Office, Auditor's Office and Tax Collector's Office to manage and collect property tax annually.

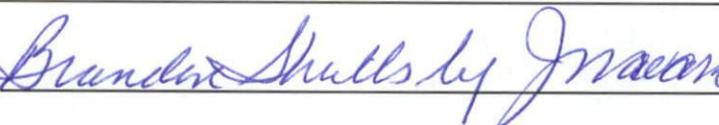
FINANCING:

The cost of the support service renewal for the period from 07/01/2013 – 06/30/2014 was requested in the Information Services FY 2013-14 budget [011801-5177] (Maint. of Computer Systems).

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>7/15/2013</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>7/31/13</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: 7/31/13



CREST SOFTWARE CORPORATION

1414 Gold Street, Redding, CA 96001
(530) 241-9317

AGREEMENT NO. INYO - SW1

SOFTWARE MAINTENANCE AGREEMENT

CREST SOFTWARE CORPORATION, ("CREST") agrees to provide maintenance and support ("Service") to Buyer for the standard software ("Software") specified on the attached Software Product Sheet in accordance with the terms and conditions stated herein.

This Agreement shall be for an initial term of one (1) year. Upon expiration of the initial term, this Agreement shall automatically continue until terminated by either party with sixty (60) days prior written notice. Annual renewals of this contract shall only be effective upon funding approval of the Inyo County Board of Supervisors.

County of Inyo
Buyer

168 N Edwards Street, Independence, CA 93526
Address

168 N Edwards Street, Independence, CA 93526
System Location

Dell PowerEdge R510 9GPXT01
CPU Manufacturer, Model and Machine Identification Number

Initial Term of Agreement: From: 07/01/2012 Thru: 06/30/13

SERVICE CHARGES: (please check one)

Monthly \$ _____ Quarterly \$ _____

Semi-Annually \$ _____ Annually \$ 29,223.07

Total Yearly Service Charge Annual SW Maint. \$28,597.07 less Ann. Disc (3%) \$857.91 = \$27,739.16
Total Yearly Service Charge dL4 SW Assurance \$626.00 less Ann. Disc (3%) \$18.78 = \$607.22

All notices required by this Agreement shall be in writing and sent to the parties designated below. The date notice is received shall be its effective date.

BUYER
Marilyn Fortney
By (Signature)

MARILYN FORTNEY
Name (Type or Print)

CREST SOFTWARE CORPORATION
Russell J. Chatfield
By (Signature)

Russell J. Chatfield
Name (Type or Print)

CHAIRPERSON, BOARD OF SUPERVISORS
Title

President
Title

9-4-12
Date

8-24-2012
Date

4.0 CONDITIONS

- 4.1 All original material including, but not limited to, Software prepared for or jointly with Buyer pursuant to this Agreement, shall belong to and be the property of CREST.
- 4.2 Buyer shall use Maintenance Releases and Revisions provided under this Agreement solely in accordance with the terms and conditions specified in Buyer's Software License or other agreement with CREST presently in effect.
- 4.3 Buyer shall acknowledge receipt of Maintenance Releases and Revisions in writing upon request by CREST.
- 4.4 CREST may suspend or refuse to provide Service for Software that is used in conjunction with software not approved by CREST, Software that has been modified without CREST's prior written approval, or Software on Buyer's System that is not covered by a valid CREST Software License or other agreement with CREST presently in effect.
- 4.5 CREST shall provide Service for Software that has been downgraded by CREST to "Obsolete" only until the expiration date of this Agreement. Crest shall notify Buyer within 10 days of Software downgraded by CREST to "Obsolete". *IN WRITING* 
- 4.6 Buyer shall have executed a Software License Agreement and have the proper ancillary equipment (modem) installed concurrent with the term of this Agreement.
- 4.7 Buyer shall be responsible for any expense associated with any telephone lines and equipment that are necessary for the use of the modem.
- 4.8 Buyer shall issue a purchase order or CSA (as provided for under Article 1.1 in Crest Software License Agreement) to reflect any changes in the term and/or Service Charges concurrently with any change or anniversary date of this Agreement. Buyer shall continue to make payments to CREST for Service Charges until such time as this Agreement is terminated.
- 4.9 Buyer shall provide adequate working space and facilities within the immediate proximity of the Software to be serviced to CREST at no charge.
- 4.10 Buyer shall not perform or cause to be performed, service or repair to the Software by anyone other than CREST.
- 4.11 Buyer shall not hire any employee of CREST who has performed work under this Agreement, at any time during the term of this Agreement or for a period of one (1) year after the termination or expiration of this Agreement without the prior written approval of CREST.

5.0 ADDITIONAL SOFTWARE

- 5.1 Buyer may add additional Software, such as new Software features or programs announced by CREST as extra cost options (which, if requested by Buyer, will be added to this Agreement at an additional Service Charge and, if applicable, License Fee, by CSA according to the provisions under Article 1.1 in Crest Software License Agreement).

6.0 RELOCATION

- 6.1 Buyer agrees that if the Software is to be relocated with the designated system to an address different from that listed herein, written notification shall be provided to CREST thirty (30) days prior to relocation and the following shall apply:
- 6.1.1 Buyer shall be responsible for all costs and damages incurred in connection with the relocation of the Software to the new System Location.
- 6.1.2 Upon relocation, CREST personnel may be requested to reinstall the Software, charges for reinstallation shall be billed to the Buyer at CREST's then current prevailing rates and provisions, including expenses.

7.0 EXCLUSIONS

- 7.1 CREST shall not be responsible for any delay in the performance of Service beyond the reasonable control of CREST.
- 7.2 CREST shall not be responsible for any damage that occurs to software, equipment, attachments, or other devices not furnished by CREST that are used in conjunction with the Software serviced by CREST hereunder.



CREST SOFTWARE CORPORATION

2400 Washington Ave., Suite 301, Redding, CA 96001
(916) 241-9317

SOFTWARE MAINTENANCE AGREEMENT

SOFTWARE PRODUCT SHEET

PRODUCT DESCRIPTION

OPTIM(Property Tax System)

Auditor/Collector module

MAINTENANCE RATES

600.00/mo.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Inyo County Child Support

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Proclamation declaring August 2013 as Child Support Awareness Month

DEPARTMENTAL RECOMMENDATION: Request Board approve a proclamation declaring August 2013 as Child Support Awareness Month in Inyo County.

SUMMARY DISCUSSION:

The month of August 2013 is being proclaimed Child Support Awareness month in jurisdictions across California. This year marks the thirteenth annual observance of Child Support Awareness Month (CSAM) in California.

Child support is an investment in California's future. California's child support services program works with parents whether they are paying or receiving child support, to ensure that children and families receive court-ordered financial and medical support. The child support program increases family self-sufficiency, reduces child poverty, and has a positive effect on children's educational and personal achievement.

The focus in 2013 of Child Support Awareness Month in Inyo and Mono Counties is to encourage parents to stop by or call their local child support agency to make a payment in exchange for release of their driver's license or other commercial license with our Get Back On the Road campaign. Letters have been targeted to affected customers requesting they come into one of our two branch offices and meet with a caseworker about their case. Their letter includes a payment card, online payment guide, and child support awareness flyer.

New this year, our agency is also undertaking a Back to School Payment campaign. We are targeting parents with school age children to ask if they can give a little extra to help with school costs, clothing, and school supplies. Any parent who makes a payment during the month of August will have their case entered into a drawing for one of two backpacks full of school supplies donated by child support staff for the Back to School Payment campaign.

The attached proclamation for your consideration recognizes the many child support professionals who make a difference in the lives of our region's children, and fragile families whose basic needs rely upon child support funding.

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>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/23/13

**PROCLAIMING AUGUST 2013
AS
CHILD SUPPORT AWARENESS MONTH
IN
INYO COUNTY**

WHEREAS, Child Support Awareness Month celebrates the important emotional and financial parental support that can create a brighter future for our children, helping them to become healthy, productive, and well-adjusted adults; and,

WHEREAS, Eastern Sierra Department of Child Support serving Inyo and Mono Counties, actively seeks to provide Family-Centered Services through partnerships with other State and County agencies, to establish and collect consistent child support payments to families; and,

WHEREAS, Eastern Sierra Department of Child Support recognizes the positive influence parents have in the lives of their children and provides important services to parents to improve the economic lives of those who live and work in California through work search and other referrals; and,

WHEREAS, in recognition of Child Support Awareness Month, Eastern Sierra Department of Child Support Services is promoting the "Get Back on the Road" campaign, which encourages parents who have had a driver's or professional license suspended for failure to pay child support to re-engage with the child support program and their children, and have their suspended licenses restored.

WHEREAS, during Child Support Awareness Month the Eastern Sierra Department of Child Support Services is promoting the first Back to School Payment Campaign during the month of August 2013 in recognition of the importance of child support to a child's educational success.

WHEREAS, Inyo County Child Support Professionals are steadfastly committed to improving the quality of life of children and parents throughout California and other states through timely, accurate, and responsive child support services which in Federal Fiscal Year 2012-13 to date, have collected over \$2 million for families in Inyo and Mono Counties; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby unanimously proclaim August 2013 as Child Support Awareness Month in Inyo County and commends this observance to all our residents.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: HEALTH & HUMAN SERVICES – ESAAA and IC GOLD

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Approval of declaring Oliver Products Company as a Sole Source Vendor and approve a Blanket Purchase Order to Oliver Products Company for the ESAAA and IC Gold Nutrition Programs

DEPARTMENTAL RECOMMENDATION:

Request your Board 1) Declare Oliver Products Company a sole source vendor and 2) Approve a blanket purchase order for Oliver Products Company in the amount of \$25,000 for the purchase of food trays and coverings for the home delivered meals program for FY 2013/14, contingent upon approval of the FY 2013/14 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Food Services Staff at the Bishop Senior Center have indicated that special equipment was obtained for each of ESAAA/IC GOLD's two food production kitchens (Lone Pine and Bishop) from Oliver Products Company in order to seal the film over the trays provided by said vendor. This equipment was purchased prior to this program coming into Health & Human Services.

If ESAAA/IC GOLD were to seek alternate bids for home-delivered meal packaging supplies, we would incur significant costs to replace the equipment currently used. Based on the limited funding in the ESAAA/IC GOLD budget, it is recommended that we be allowed to continue using existing equipment and supplies through Oliver Products Company, thereby declaring them as a sole source provider.

This request will allow us to have a \$25,000 Purchase Order to Oliver Products Company for FY 2013/14.

ALTERNATIVES:

The Board could decide not to approve this request which would result in ESAAA/IC GOLD not being able to purchase the food trays and seals, and be unable to properly continue the home delivered meals to our participants.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal Nutrition dollars and County General Fund. This expense will be budgeted in the ESAAA budget (683000 for 3 months and 683001 for 9 months) at 59% and the IC Gold budget (056100) at 41% in the Food & Household Supplies object code (5131).

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 7/15/2013</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes 7/18/13</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-19-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Change Order #2 with Southern California Edison for work on the Cost Energy and Service Efficiencies Action Plan.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

- Approve Change Order No. 2 amending the dates for project deliverables, to April 15, 2014; project ramp-down until June 6, 2014; and project completion to June 16, 2014, per the existing scope of work; and, authorize the Chair to sign.

SUMMARY DISCUSSION:

The Cost Energy and Services Efficiencies Action Plan project was awarded to the County in January 2011. Because of delays in starting with their local government partnership programs, Southern California Edison provided a First Amendment extending the term of the contract to March 31, 2013 and Change Order No. 1 extending the due dates for work to December 31, 2012. This allowed local agencies, including Inyo County, additional time to complete the tasks as outlined in the statement of work. Both agreements, contained provisions that extended both the termination date and the due date for the deliverables that were based on a request by Edison for a contract extension to December 31, 2014 to the California Public Utilities Commission ("CPUC"). Although, the County had completed its work on the Cost Energy and Services Efficiencies Action Plan project, the Board approved both the contract extension and change order #1, so that staff could work on energy reduction policies for the General Plan update. The CPUC granted Edison's request in November 2012 providing for an extension to December 2014, effectively changing the term of the contract to December 31, 2014.

Change Order #2 provides for changes to the current deliverables dates and project finalization dates in the statement of work that will allow staff the time and funds to conduct a robust community outreach effort for updating the General Plan with energy efficiency policies.

ALTERNATIVES:

- Do NOT approve and sign proposed Change Order #2. This will keep the current Statement of Work 'as is' and staff will not develop General Plan policies for energy reduction based, in part, on public outreach.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Staff time to do work during the additional time provided for in Change Order #2, will be funded by the remaining balance of the current contract, which is approximately \$14,000.

APPROVALS	
COUNTY COUNSEL: <i>yes</i>	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.) <i>[Signature]</i> <i>7/12/13</i>
AUDITOR/CONTROLLER: <i>yes</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>[Signature]</i> <i>7/17/13</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

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

[Signature] _____ Date: *7-18-13*

- Attachments:
- Change Order #2
 - Change Order #1
 - First Amendment
 - Original Contract

CHANGE ORDER NO. 2

This Change Order No. 2 (the "Change Order") is issued pursuant to the CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated January 25, 2011 (the "Contract") between THE COUNTY OF INYO ("Implementer") and SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and sets forth certain changes to the Statement of Work ("SOW") executed by Implementer and SCE on January 25, 2011 and Change Order No. 2 effective March 30, 2011. This Change Order is effective as of January 1, 2013 ("Change Order Effective Date"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contract.

The parties agree to modify the SOW as follows:

1. Task 3.C. Deliverable table is deleted in its entirety and replaced with the following:

Task 3.C - Deliverable(s)	Due Date(s)
1. Report on Status of Consultant or Subcontractor to Support the Task	August 8, 2011
2. Draft CESEAP, Conduct and Report on Public Review	July 31, 2011
3. Final CESEAP Report	September 17, 2012
4. Updated General Plan with Climate policies	April 1, 2014
5. Submit to Implementer's Board of Supervisors for conceptual review and authorization to proceed with General Plan update requirements	April 15, 2014
6. Submit Monthly Status reports per Task 4.	Monthly with Invoicing Requirements (Task 4)
7. Report on Dissemination of Lessons Learned/Best Practices to Other Municipalities	No later than October 15, 2012

2. Task 4 - Deliverable table is deleted in its entirety and replaced with the following:

Task 4 - Deliverable(s)	Due Date(s)
1. Prepare and submit Monthly invoices and supporting documentation to SCE	Monthly, by the 15th Calendar Day for Work completed the preceding Month
2. Prepare and submit Monthly regulatory report, including flat files and Monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
3. Prepare and submit Semi-annual Reports (for requirements in Appendix B) to SCE	March 1 and September 1 of each year of Contract term for Work completed during the preceding 6 Months
4. Prepare and submit Ad Hoc Reports	As SCE requests and/or requires

5. Prepare and submit final invoice and Program Report to SCE	By June 16, 2014 for final invoice The final Program Report has been completed
---	--

3. Task 5, Part A is deleted in its entirety and replaced with the following:

A. Program Ramp-Down: To ensure complete Program shut-down, the Program ramp-down period will commence no later than June 6, 2014. Implementer's plan for Program ramp-down will take into consideration that all services must be completed by June 27, 2014

Implementer will resolve all outstanding Program and Partnership issues and begin preparation of the Final Report beginning March 7, 2014

4. Task 5, Part B is deleted in its entirety and replaced with the following:

B. Program Shut-Down: Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

Deliverable(s)	Due Date(s)
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than March 7, 2014
2. Resolve outstanding Program and Partnership issues and begin preparation of Final Report	No later than March 7, 2014
3. Begin Program ramp-down	No later than June 6, 2014
4. Complete all services	No later than June 16, 2014

5. Task 6, Part F - Deliverable table is deleted in its entirety and replaced with the following::

Task 6 - Deliverable(s)	Due Date(s)
1. Submit draft Final Report for SCE review and approval	Report is finalized
2. Submit revised Final Report for SCE review and approval	Report is finalized

6. Appendix A Part A (Requirements) is deleted in its entirety and replaced with the following:

Appendix A: Monthly Invoicing and Reporting Requirements

A. Requirements

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for Work performed by the Implementer and all Subcontractors.

On June 27, 2014 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables. No Work except that associated with preparing the Final Report (Task 6) and final invoice will be performed after June 16, 2014. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

7. General. From and after the Change Order Effective Date, any reference to the SOW contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the SOW, as amended by this Change Order. Except as modified herein, all other terms and conditions of the SOW shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Change Order to be executed by their duly authorized representatives as of the Change Order Effective Date.

IMPLEMENTER:

COUNTY OF INYO

By:

Title:

Date:

SCE:

SOUTHERN CALIFORNIA EDISON

By: Gene Rodrigues

Title: Director
DSM Strategy, Portfolio Oversight and Technical Support

Date:



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: Public Works Department

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Contract to update the Inyo County Public Works Department Standard Drawings and Specifications

DEPARTMENTAL RECOMMENDATION:

Request that your Board approve the contract between the County of Inyo and ISL Engineering, Inc. for the provision of professional design services for the County for the contract period from August 6, 2013 through December 31, 2013. For an amount not-to-exceed \$41,480 and authorize the chairperson to sign, contingent upon the adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Currently the County of Inyo has a 1) a March 1997 Standard Specifications for construction contracts undertaken by the County, and 2) a June 2001 County Standard Specifications and Standard Plans for the construction of County Roads to be accomplished under the provisions of an encroachment permit. The update will bring these documents into compliance with current standards, including the Americans with Disabilities Act.

This project will 1) update both the 1997 and 2001 documents to be consistent with current standards, 2) provide a link to the *Caltrans Construction Contract Standards* or the *Green Book: Standard Specifications for Public Works Construction* when either volume has a more desired specification, 3) make minor variations as directed by the County, 4) combine the two documents in one document, and 5) generate a new set of Standard Drawings.

A request for proposals (RFP) was advertised in the Inyo Register, on the Inyo County website, and mailed to engineering firms that have worked for Inyo County in the last several years. The RFP was published in the May 7, 2013 edition of the Inyo Register and closed on June 15, 2013. Two proposals were submitted in response to the RFP. The selection committee chose ISL Engineering, Inc. as the highest rated consultant. ISL Engineering, Inc. is a state certified small business enterprise.

ALTERNATIVES:

The County could put the project back out for a second call for projects. This is not recommended as this will require additional staff work.

OTHER AGENCY INVOLVEMENT:

County Council and the Auditor's Office has reviewed and approved the proposed contract.

FINANCING:

The FY 2013-2014 ~~Public Works Department Requested Budget~~, ^{Transportation & Planning Trust 504605, R} under Object Code 5265 for Professional & Special Services Itemization, includes adequate funds to cover the project cost of \$41,480.

<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>7/22/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/30/13</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: 7/31/13

**AGREEMENT BETWEEN COUNTY OF INYO
AND ISL Engineering, Inc.**
FOR THE PROVISION OF Professional Design SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional Design services of ISL Engineering, Inc. (hereinafter referred to as "Consultant"), 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 Consultant 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 Consultant to perform under this Agreement will be made by the Public Works Department. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from August 6, 2013 to December 31, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant 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 Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Public Works Department. 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 Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Forty-one thousand eight hundred and fifty (\$41,850) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant 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. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for 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 Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant 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 Consultant's when it is anticipated that total annual payments to Consultant 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant'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 Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County. Consultant 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 Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant'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, Consultant'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, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, 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, Consultant 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 Consultant. It is understood by both Consultant 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 Consultant:

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

B. Consultant 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 Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

For design professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of design professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant'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 Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, 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.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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. Consultant 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. Consultant 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.

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant 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 Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

17. CONFIDENTIALITY.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant 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, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

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

23. AMENDMENT.

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

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant 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:	
Public Works Department - Attn: Jeff Ahlstrom	Department
Post Office Drawer Q	Address
Independence, CA 93526	City and State

Consultant:	
ISL Engineering, Inc.	Name
13 Pelican Place	Address
Valley Springs, CA 95252	City and State

25. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO
AND ISL Engineering, Inc.
FOR THE PROVISION OF Professional Design SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: Ivy Y. Lane
Signature

Ivy Y. Lane
Print or Type Name

Dated: 7/18/13

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager



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: August 6, 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 to staff 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 was provided for your consideration on July 16, 2013. Public input was taken, and the Board discussed the letter without directing any changes. However, the matter was continued until today's meeting in order to provide all five members of the Board of Supervisors an opportunity to vote on the letter.

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. The development of the Management Plan will be guided by the Purpose cited in the implementing legislation.

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: 07-22-2013



BOARD OF SUPERVISORS COUNTY OF INYO

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

MEMBERS OF THE BOARD
LINDA ARCULARIUS
JEFF GRIFFITHS
RICK PUCCI
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MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

August 6, 2013

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 Federal Land Policy and Management Act of 1976.

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 Renewable Energy Conservation 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

The Honorable Senator Dianne Feinstein
August 6, 2013
Page THREE

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 (Ret.)
Inyo County 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
Alabama Hills Stewardship Group



COUNTY OF INYO BOARD OF SUPERVISORS

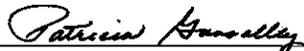
NOTIFICATION FROM THE MEETING OF May 14, 2013
OF THE INYO COUNTY BOARD OF SUPERVISORS

TO: File

CAO-Alabama Hills
Stewardship Group
Federal Scenic Area
Designation

Mr. Kevin Mezzu representing the Alabama Hills Stewardship Group updated the Board on the status of the Group's efforts to obtain Federal National Scenic Area Designation for the Alabama Hills. After a power presentation on the Alabama Hills, Mr. Mezzu and the Board discussed the Federal National Scenic Area Designation. Mr. Dick Noles of AAPL addressed the Board to support the Stewardship Group and its efforts. Mr. Philip Begulth, an owner of the Alabama Hills Gold Mine, provided information concerning the operations of the mine. Supervisor Arcularius and the County Administrator, Mr. Kevin Carunchio, shared information they had gleaned during their recent trip to Washington D.C, and stressed the importance of being very specific in identifying uses for the area in any legislation so that in the future there is no misunderstanding as to the intent of the legislation. Supervisor Arcularius explained that the details will be in the Management Plan and the more specific the legislation the more specific the Management Plan should be concerning the intent. Mr. Carunchio suggested that the legislation specifically identify the protection of the area for the continuation of historical use of filming, grazing, casual use mining, multiple uses, recreational use, public access, etc. The Board, Mr. Mezzu, and staff continued to discuss the proposed designation at length and in detail, including, adding language concerning the Lone Pine Tribe and the land exchange to any letter of support, the County's support of the designation, and the request from Senator Feinstein that the County Board of Supervisors reaffirm its support of the designation. Mr. Steve Nelson of the BLM addressed the Board to echo the kudos for the accomplishments of the Alabama Hills Stewardship Group and everything it has accomplished. Mr. Mezzu thanked the Board for the opportunity to update the Board, saying that he looked forward to a new letter that will provide the catalyst to move the legislation forward. Mr. Carunchio indicated that he had sufficient information to draft a letter to Senator Feinstein covering the points discussed today and said he anticipated bringing the letter back for the Board's consideration sometime towards the end of May or beginning of June.

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

by: 
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: County Administrator

FOR THE BOARD MEETING OF: May 14, 2013

SUBJECT: Proposed Alabama Hills National Scenic Area

DEPARTMENTAL RECOMMENDATION:

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

SUMMARY DISCUSSION:

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

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

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

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

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

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

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

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

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



Date: 05-09-2013

ATTACHMENT A



BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

December 14, 2010

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

SUBJECT: Proposed Alabama Hills Scenic Area

Dear Senator Feinstein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Richard Cervantes
Chairperson, Inyo County Board of Supervisors

Enclosure

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

NOVEMBER 19, 2010

Draft #8

An Act

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

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

Section 1. SHORT TITLE; TABLE OF CONTENTS; DEFINITIONS

- (a) Short Title – This Act shall be cited as the “Alabama Hills
National Scenic Area Act of 2010”.
- (b) Table of Contents – The table of contents of this Act is as follows:
 - Sec 1. Short title; table of contents
 - Sec 2. Establishment of Alabama Hills National Scenic Area,
California
 - Sec 3. Management of Federal Lands in the scenic area
 - Sec 4. Development of Management Plan
 - Sec 5. Existing and Historical Uses Of Federal Lands Included In
the National Scenic Area.
 - Sec 6. Transfer of ‘Indian Cemetary’ Land
 - Sec 7. Authorization of Appropriations

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

(a) FINDINGS – Congress finds the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) LEGAL DESCRIPTIONS; CORRECTIONS OF ERRORS –

(1) PREPARATIONS AND SUBMISSIONS –

(2) LEGAL EFFECT –

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

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

(1) the Act;

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

(3) other applicable provisions of law.

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

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

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

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

(e) **NO BUFFER ZONES**–

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

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

Section 4. DEVELOPMENT OF MANAGEMENT PLAN

(a) **DEVELOPMENT REQUIRED** –

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

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

(b) RELATION TO OTHER AUTHORITIES –

(c) CONSULTATION, COORDINATION AND COOPERATION –

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

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

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

(d) COOPERATIVE AGREEMENTS –

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

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

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

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

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

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

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

(h) OVERFLIGHTS –

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

(i) WITHDRAWALS –

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

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

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

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

Section 6. TRANSFER OF 'INDIAN CEMETARY' LAND –

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

Section 7. AUTHORIZATION OF APPROPRIATIONS –

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

TITLE VII—ALABAMA HILLS NATIONAL SCENIC AREA

SEC. 701. DEFINITIONS.

In this title:

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

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

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

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

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

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

(c) **Map; Legal Descriptions.**—

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

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

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

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

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

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

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

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

(3) in accordance with—

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

- (B) this Act; and
- (C) any other applicable laws.

(e) Management.—

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

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

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

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

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

(f) Acquisition of Land.—

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

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

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

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

(g) No Buffer Zones.—

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

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

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

(i) Existing Rights.—

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

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

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

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

(1) subject to—

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

(B) applicable law; and

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

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

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

(1) subject to—

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

(B) applicable law; and

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

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

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

(2) flight testing and evaluation; or

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

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

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

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

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

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

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

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

quality outside of the boundaries of the National Scenic Area.

(r) Utilities.—

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

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

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

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

SEC. 703. MANAGEMENT PLAN.

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

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

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

(2) members of the public.

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

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

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

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

SEC. 704. AUTHORIZATION OF APPROPRIATIONS.

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

Alabama Hills Designation Study Process

Key Headlines:

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

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

Final Recommendation:

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

Public Approval Process:

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

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

Sub-Committee Findings:

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

Key Steps in Process:

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

Update Since November 2010 BOS Vote:

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

Next Steps:

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

Los Angeles Times

In California's backcountry, seeking movie backdrops

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

By Louis Sahagun

Photography and video by Mark Boster

Reporting from Lone Pine, Calif.

April 30, 2013



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

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

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

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

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

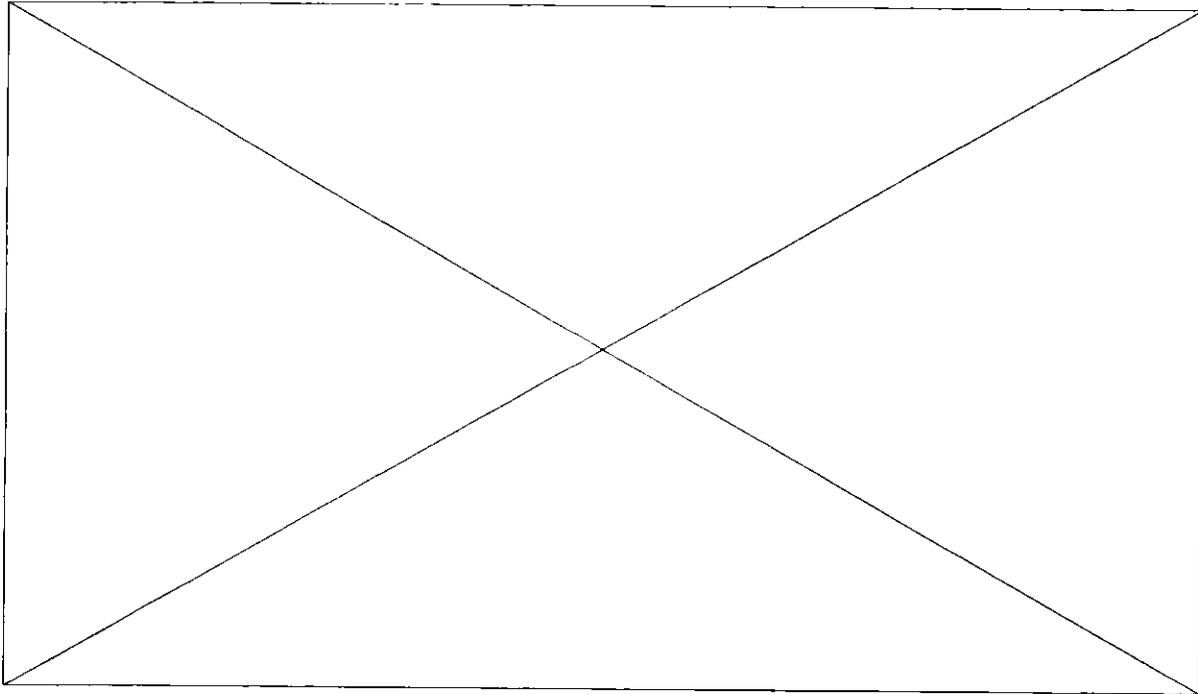
Like thousands of other film buffs and historians who flock here every year, they found the location of a movie scene shot in the Alabama Hills, a high-desert badlands of gullies, canyons and outcroppings at the foot of Mt. Whitney that has appeared in more than 700 movie and television productions.

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

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

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

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



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

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

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

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

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

— Chris Langley

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

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

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

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

The landscape also is loaded with movie blank shell casings.

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

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



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

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

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

Central California Resource Advisory Council

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

October 14, 2010

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

Dear Secretary Salazar,

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

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

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

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

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

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

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

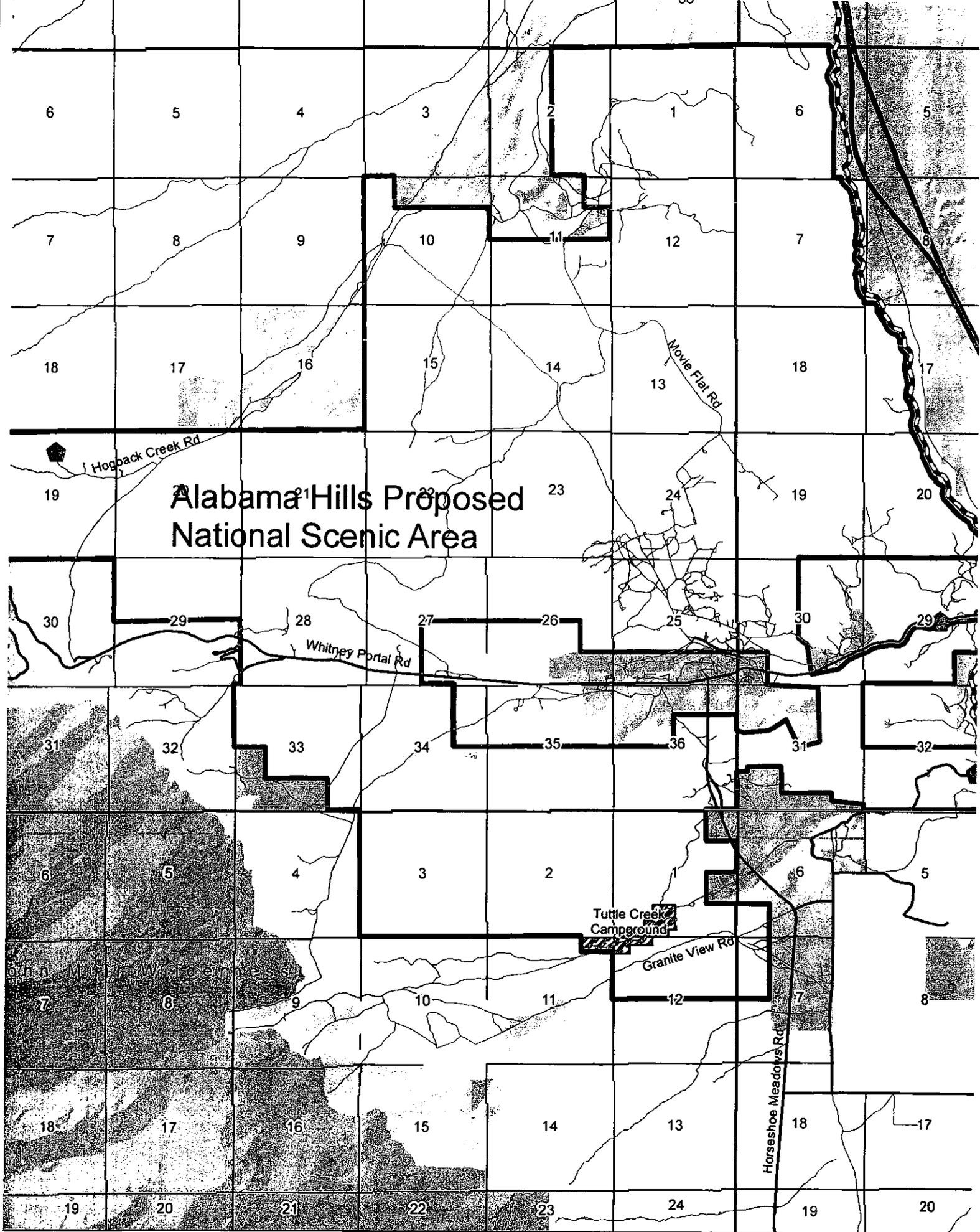
Today, that movie is known as "John Wayne's lost film" because it mysteriously disappeared after its release. All that remains are promotional stills and a few minutes of footage.

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

But the brutal weather forced the searchers to surrender.

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

Alabama Hills Proposed National Scenic Area



R35E

R36E



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

Inyo County Superintendent of Schools

Dr. Terence K. McAteer

January 3, 2011

To Whom It May Concern:

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

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

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

Cordially,

Terence K. McAteer

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

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

Alabama Hills Stewardship Group.

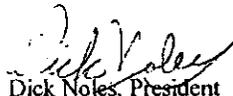
Subject: Proposed Alabama Hills National Scenic Area

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

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

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

Sincerely,



Dick Niles, President

Advocates for Access to Public Lands
AAPL



BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU
690 N. MAIN STREET, BISHOP, CALIFORNIA 93514

January 7, 2011

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

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

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

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

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

Sincerely,

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

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



EXEC@BISHOPVISITOR.COM

THE BEVERLY AND JIM ROGERS MUSEUM OF



January 12, 2011

RE: National Scenic Designation for the Alabama Hills

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

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

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

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

Sincerely,

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

Rob Barron
Director

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



Kevin Mazzu
Alabama Hills Stewardship Group

January 19, 2011

Dear Kevin,

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

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

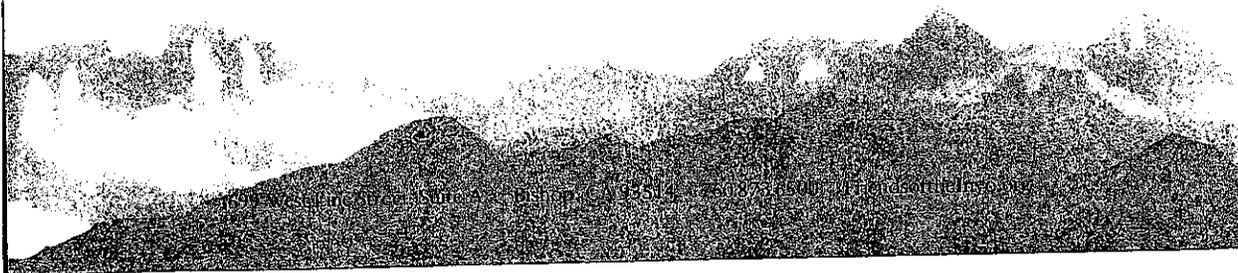
Congratulations on your progress so far and for your tireless efforts on behalf of these amazing public lands. Please call on us for help and support whenever needed.

Sincerely,

Stacy Corless

Executive Director

Friends of the Inyo





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

Lone Pine
Chamber of Commerce

December 30, 2010

Alabama Hills Stewardship Group
PO Box 111
Lone Pine CA 93545

Dear Mr. Langley:

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

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

Sincerely,

Kathleen New,
President/CEO

PH. [760] 876-4444 • www.lonepinechamber.org
info@lonepinechamber.org

Lone Pine Paiute-Shoshone Reservation

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

Friday, January 14, 2011

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

Dear Mr. Peterson,

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

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

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

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

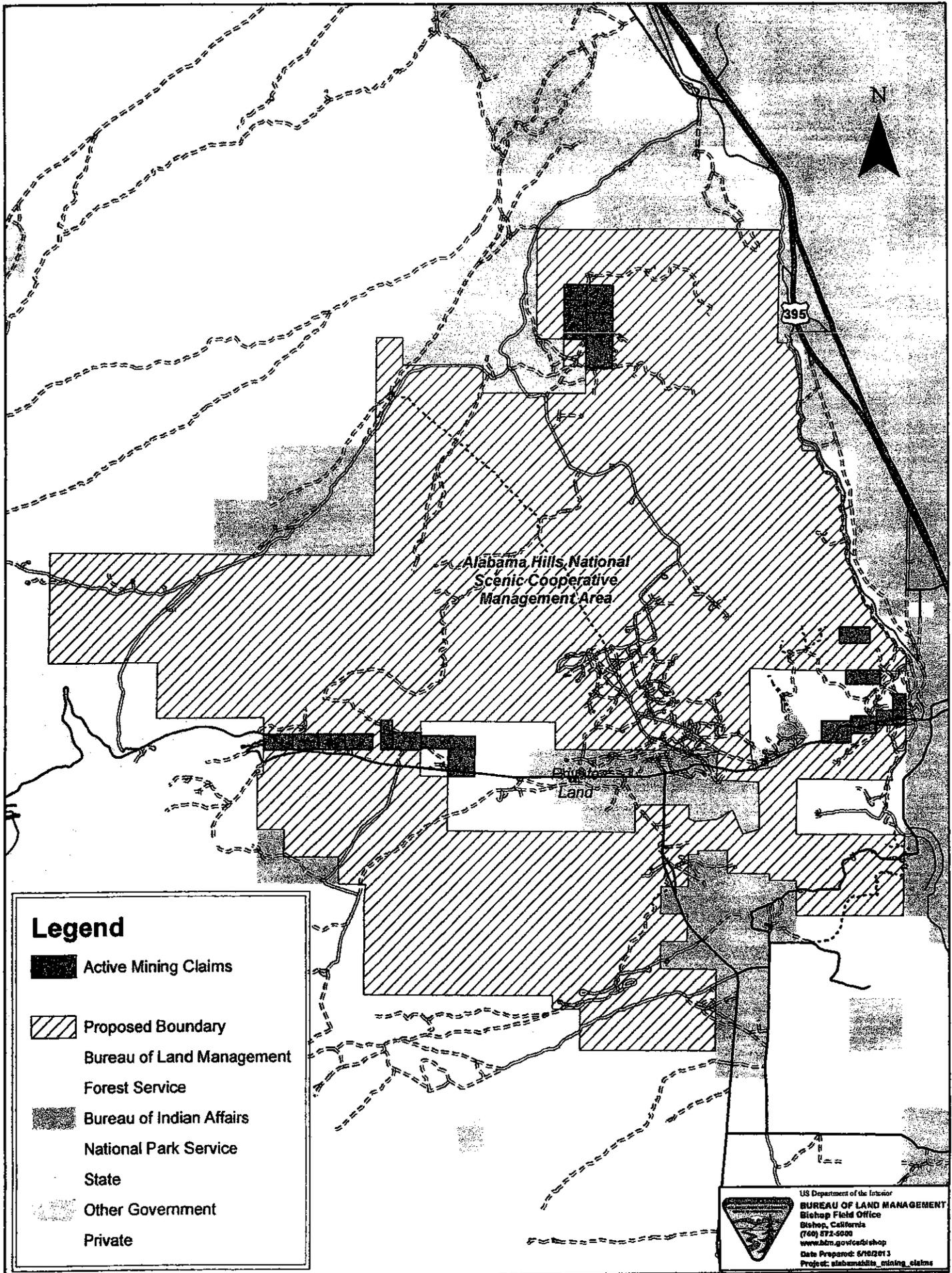
Sincerely,

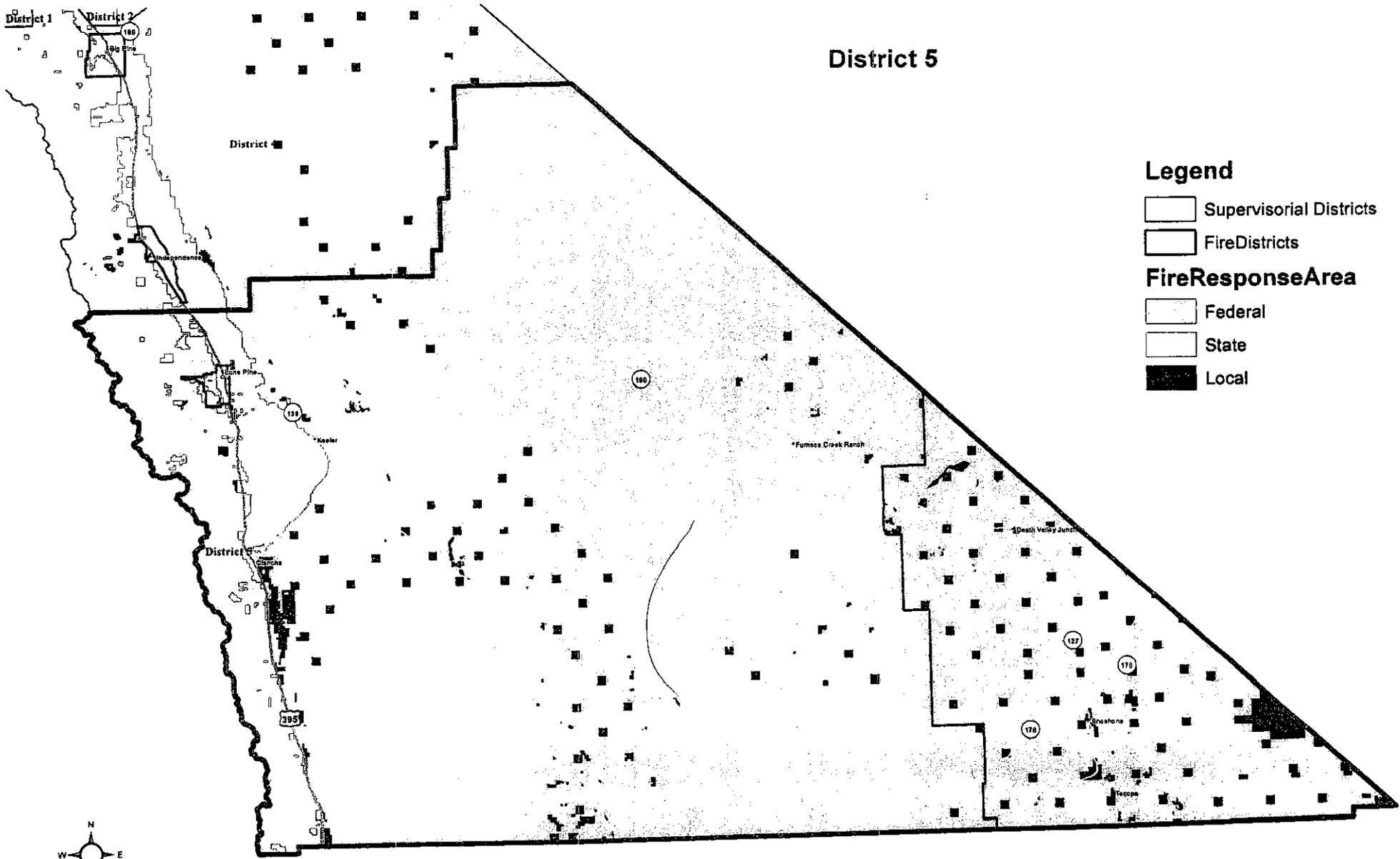


Melvin R. Joseph, Chairman

cc: Mark Conley,

Active Claims





District 5

Legend

-  Supervisory Districts
-  Fire Districts
- Fire Response Area**
-  Federal
-  State
-  Local





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: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Accept a donation of \$15,000 to the Eastern California Museum from the Robert A. Hudson 2004 Trust.

DEPARTMENTAL RECOMMENDATION: Request your Board accept a donation of funds totalling \$15,000 on behalf of Inyo County and the Eastern California Museum.

SUMMARY DISCUSSION: Chapter 6.26.020 of the Inyo County Code outlines the policy for "Acceptance of Personal Property, Including Money, Donated to the County," and states any donation that exceeds \$10,000 in value must be accepted by the Board of Supervisors.

In November of 2012, the Eastern California Museum was notified it was one of the beneficiaries of the Robert A. Hudson 2004 Trust. County Counsel's Office requested and obtained pertinent portions of the Trust documents. In July of 2013, the Eastern California Museum received a check in the amount of \$15,000 as "the first distribution to beneficiaries." Michael Nelligan, the Trustee, noted that "there will be more distributions, although not necessarily in the same amount." The donation had no restrictions placed on the use of the funds. The \$15,000 was deposited in the Museum Trust Account for the Eastern California Museum (Budget #507001, Object #4951) on July 12, 2013. The Trust Account is separate from the Museum's General Fund Operating Account.

Mr. Hudson retired to Independence and lived on East Market Street for more than three decades. Distributions from his Trust were made to six other nonprofit organizations and one individual.

ALTERNATIVES: The Board could not accept the donation. This is not recommended.

OTHER AGENCY INVOLVEMENT: County Administrator, County Counsel, Treasurer, Auditor/Controller.

FINANCING: There is no cost to 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: <u>yes</u> Date <u>7/23/2013</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>7/30/13</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: 7-30-13

Michael Nelligan

4803 SULLIVAN WAY SANTA ROSA, CA 95409
TEL 707 539-1897 Email

*Rec. 7-11-13.
Jan 9th*

July 8, 2013

Eastern California Museum
P O Box 206
Independence, CA 93526

Re: Robert A. Hudson 2004 Trust

Dear Beneficiary of the Robert A. Hudson 2004 Trust

As you were previously made aware, Robert A. Hudson died October 22, 2012 and you were named a beneficiary of the above trust.

Accordingly, there is enclosed a check payable to you in the amount of \$15,000.00 as the first distribution to beneficiaries. There will be more distributions although not necessarily in the same amount. Please cash this check promptly in order to minimize administration costs.

Attached is a receipt for this distribution to be signed where indicated. On the receipt is space provided to enter the organization's Taxpayer Identification Number (TIN) as issued by the IRS to the organization. **Future distributions will not be made until the TIN is received by me.**

On the receipt please make any necessary corrections to the name or address and indicate the name and telephone number of a contact person if you so desire.

Please return the receipt to me in the postage paid envelope provided.

Thank you for your cooperation.

Michael F. Nelligan

Michael F. Nelligan, trustee
Robert A. Hudson 2004 Trust



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

34

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

FROM: Integrated Waste Management

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT:

Solid Waste Collection and Hauling Rate Increase Request of up to 8% for Residential and Commercial Service from Bishop Waste and Preferred Disposal for Permit Areas A & B of Inyo County.

DEPARTMENTAL RECOMMENDATION:

Request your Board consider an up to 8% floor rate increase for residential, commercial, and roll-off service.

SUMMARY DISCUSSION:

At the May 7, 2013 Board of Supervisors meeting, staff brought forward two separate written floor rate increase requests (letters attached) for consideration. Preferred Disposal requested a floor rate increase of 35% for residential, 30% for commercial and 20% for roll-off service. Bishop Waste requested a flat 6% increase in the floor rate for all commercial and residential solid waste collection and hauling. Your Board provided direction to staff to collect and analyze financial data from the waste haulers in order to recommend an up to 8% Floor Rate Increase.

The rate schedule and potential changes are shown in Exhibits as follows:

- Exhibit B – Current Rate Schedule
- Exhibit C – Proposed 8% Increase
- Exhibit D – Preferred Disposal Proposed Rate Increase
- Exhibit E – Bishop Waste Proposed Rate Increase

As set forth in the Inyo County Code Section 7.08.150 "Charges" (Exhibit A), the Board of Supervisors shall approve a fair and equitable rate schedule for waste hauler charges. County Code also states that "Change in rates may be authorized by the board after an investigation and recommendation of the director."

On May 16, 2013, Inyo County staff requested three years of financial data from Preferred Disposal and Bishop Waste in order to analyze changes in revenue, expenses and net income for 2010, 2011, and 2012. Staff received the requested financial data from Bishop Waste on June 7 and from Preferred Disposal on July 30; both requested that the information provided be used only by staff for this analysis and be kept confidential.

At the July 16, 2013 Board of Supervisors meeting staff presented two workshops regarding Waste Disposal and Recycling. At this meeting Preferred Disposal and Bishop Waste addressed your Board with concerns regarding the requested rate increase. Staff was asked to bring forth the previously discussed up to 8% increase in early August 2013.

Staff evaluated the financial data provided by the haulers in consideration of the previously discussed up to 8% increase in floor rates. Based on the financial data collected from Bishop Waste, revenue and expenses have increased in equal percentages since 2010. Additionally, there has been an overall increase in net income. The financial data from Preferred Disposal showed a higher increase in revenue than expenses since 2010, and an increase in net income. Based on Board direction at the May 7, 2013 Board of Supervisors meeting, staff did not consider the appropriateness of the profit margin for Bishop Waste or Preferred Disposal, but did note that the profit margin for both organizations ranged from a loss to a peak of approximately 3%. Assuming your Board grants an 8% increase in the floor rate and an estimated 2% increase in expenses the estimated profit of both Bishop Waste and Preferred Disposal will be in the 5%-6% range.

ALTERNATIVES:

Your board could choose to grant a rate increase in accordance with either waste hauler request, or as your Board deems appropriate. The Board may also take no action thereby leaving the floor rates in place which allows the waste haulers to charge a higher rate if floor rate is too low to provide current services.

Additionally, your Board may choose to consider a waste hauler floor rate increase as a part of a comprehensive Inyo Recycling and Waste Management program modification based on the direction from the waste workshop trilogy.

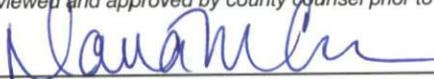
OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

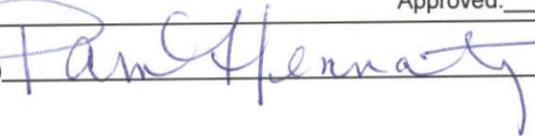
None

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>7/31/13</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)



Date: 7/31/13

EXHIBIT A WASTE HAULER CHARGES COUNTY OF INYO CODE

7.08.150 Charges.

A. The board shall approve fair and equitable rate schedules as required for the different areas. These charges shall be based on the type of container, number of separate pick-up points at the place of collection, location, geographical terrain and the type of collection (commercial, industrial, or residential). A proposed inclusive rate schedule shall be filed with the department by each permit holder as a condition of application for a permit or a renewal thereof.

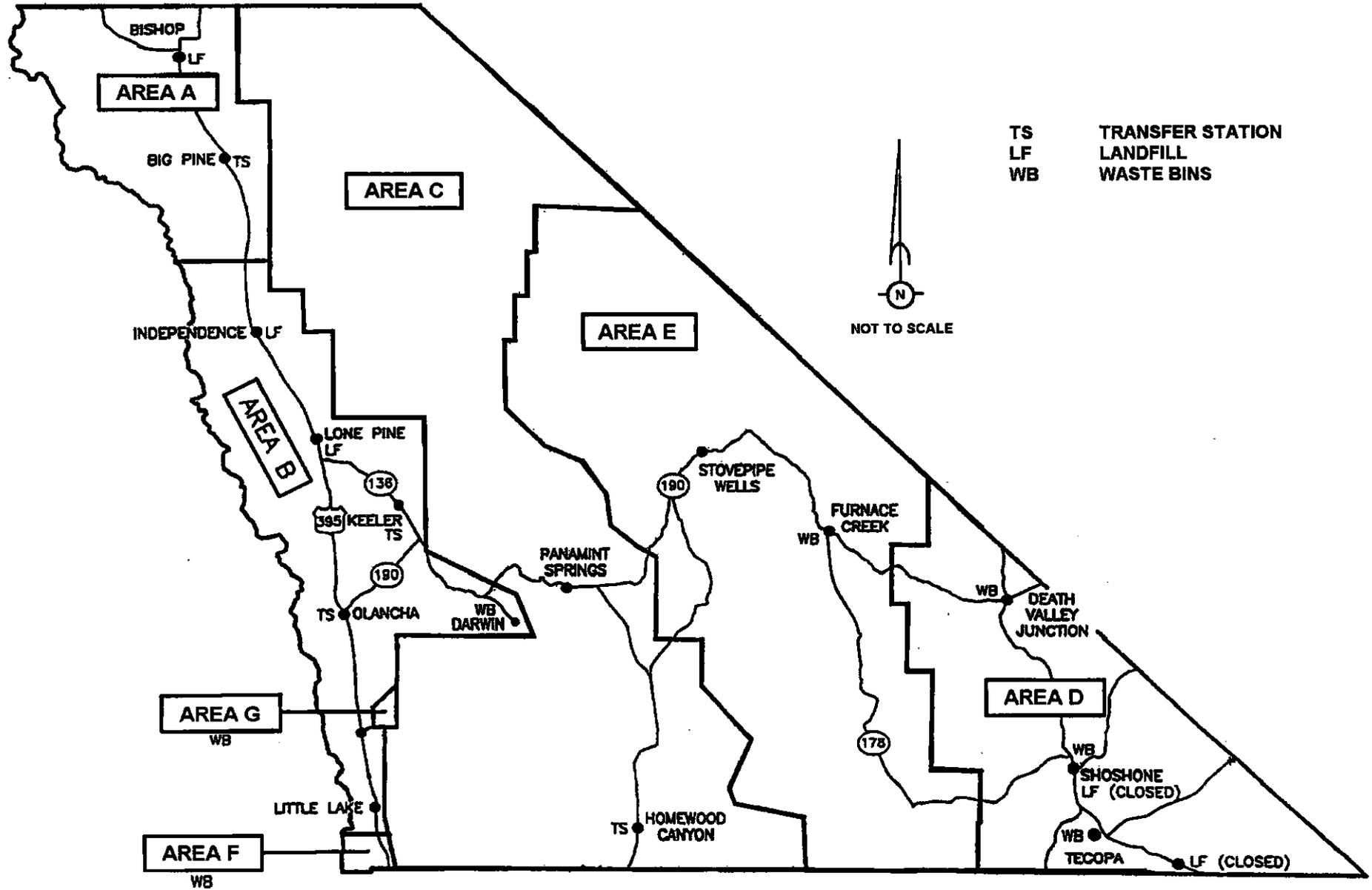
B. The director may, if deemed necessary, require a permit holder or applicant for a permit to provide a verified current operating expense report to ascertain if fees charged subscribers are reasonable, nondiscriminating and uniform for equal service as a condition of application for a permit or a renewal thereof.

C. Application for rate changes shall be made in writing to the director. Change in rates may be authorized by the board after an investigation and recommendation of the director.

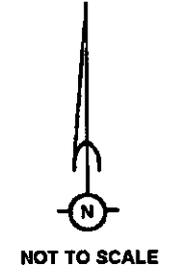
D. The board may establish rate schedules for areas if, after an investigation, it finds that the rates or rate changes requested by an applicant or permittee are unreasonable or substantially higher than those charged generally under similar service requirements and for the same or similar quality of service. In determining whether rates are reasonable, the board shall give due consideration to:

1. The investment in equipment and facilities;
2. The services of management;
3. Local wage scales;
4. The concentration of customers in the area serviced;
5. Methods of storage, collection and transportation;
6. Length of haul to disposal site;
7. A reasonable return to the owner of the business; and
8. The future service demands of the area which must be anticipated in equipment, facilities and personnel.

E. Complaints of discrimination and/or overcharging by a customer shall be submitted in writing to the department, and the director will conduct an investigation. The results of the investigation will be communicated in writing to the complainant and the involved permittee. (Ord. 1163 § 7, 2011; Ord. 276 § 1, 1975; Ord. 236 § VIII, 1973.)



TS TRANSFER STATION
 LF LANDFILL
 WB WASTE BINS



**INYO COUNTY
 INTEGRATED WASTE MANAGEMENT
 WASTE COLLECTION AREAS**

Exhibit B
Current Rate Schedule

COMMERCIAL BIN SERVICE – AREA A & B

Size	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$58.69	\$97.46	\$138.34	\$182.09	\$224.53	\$268.29	\$29.34	\$29.34
3-yard	\$87.76	\$146.07	\$207.64	\$273.27	\$336.80	\$402.43	\$35.10	\$29.34
4-yard	\$110.17	\$182.61	\$253.09	\$326.19	\$399.29	\$470.16	\$39.30	\$29.34
6-yard	\$165.32	\$273.92	\$379.77	\$489.29	\$598.93	\$705.17	\$58.69	\$29.34

RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B

<u>60-100 Gallon</u>	<u>Monthly Rate</u>	<u>Extra Pick Up</u>	<u>Each Extra Cart</u>
1 Cart	\$18.79	\$4.64	\$9.40

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –
AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler**

(Per month billed bi-monthly)

30-40 Gallon Container

<u>1 &/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$31.20	\$45.24	\$62.16	\$77.64	\$93.12

Roll-Off Bin Service

<u>Size</u>	<u>Area</u>	<u>Full Rate Per Bin*</u>	<u>Compactor Roll-Off</u>
20 yard	Bishop	\$214.00	\$267.50
	Big Pine	\$267.50	\$321.00
	Independence	\$331.70	\$385.20
	Lone Pine	\$385.20	\$438.70
	Olancha	\$470.80	\$524.30
	Round Valley	\$267.50	\$321.00
	Starlite	\$267.50	\$321.00
30 yard	Bishop	\$342.40	\$395.90
	Big Pine	\$395.90	\$449.40
	Independence	\$460.10	\$513.60
	Lone Pine	\$513.60	\$567.10
	Olancha	\$599.20	\$652.70
	Round Valley	\$342.40	\$395.90
	Starlite	\$342.40	\$395.90

Exhibit C
8% Increase Rate Schedule

COMMERCIAL BIN SERVICE – AREA A & B

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$63.39	\$105.26	\$149.41	\$196.66	\$242.49	\$289.75	\$31.69	\$31.69
3-yard	\$94.78	\$157.76	\$224.25	\$295.13	\$363.74	\$434.62	\$37.91	\$31.69
4-yard	\$118.98	\$197.22	\$273.34	\$352.29	\$431.23	\$507.77	\$42.44	\$31.69
6-yard	\$178.55	\$295.83	\$410.15	\$528.43	\$646.84	\$761.58	\$63.39	\$31.69

RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B

<u>60-100 Gallon</u>	<u>Monthly Rate</u>	<u>Extra Pick Up</u>	<u>Each Extra Cart</u>
1 Cart	\$20.29	\$5.01	\$10.15

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –
AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler**

(Per month billed bi-monthly)

30-40 Gallon Container

<u>1 &/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$33.70	\$48.86	\$67.13	\$83.85	\$100.57

Roll-Off Bin Service

<u>Size</u>	<u>Area</u>	<u>Full Rate</u>	<u>P Compactor Roll-Off</u>
20 yard	Bishop	\$231.12	\$288.90
	Big Pine	\$288.90	\$346.68
	Independence	\$358.24	\$416.02
	Lone Pine	\$416.02	\$473.80
	Olancha	\$508.46	\$566.24
	Round Valley	\$288.90	\$346.68
	Starlite	\$288.90	\$346.68
30 yard	Bishop	\$369.79	\$427.57
	Big Pine	\$427.57	\$485.35
	Independence	\$496.91	\$554.69
	Lone Pine	\$554.69	\$612.47
	Olancha	\$647.14	\$704.92
	Round Valley	\$369.79	\$427.57
	Starlite	\$369.79	\$427.57

Exhibit D
Preferred Disposal Proposed Rates

COMMERCIAL BIN SERVICE – AREA A & B

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$76.30	\$126.70	\$179.84	\$236.72	\$291.89	\$348.78	\$38.14	\$38.14
3-yard	\$114.09	\$189.89	\$269.93	\$355.25	\$437.84	\$523.16	\$45.63	\$38.14
4-yard	\$143.22	\$237.39	\$329.02	\$424.05	\$519.08	\$611.21	\$51.09	\$38.14
6-yard	\$214.92	\$356.10	\$493.70	\$636.08	\$778.61	\$916.72	\$76.30	\$38.14

RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B

<u>60-100 Gallon</u>	<u>Monthly Rate</u>	<u>Extra Pick Up</u>	<u>Each Extra Cart</u>
1 Cart	\$25.37	\$6.26	\$12.69

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –
AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler**

(Per month billed bi-monthly)

30-40 Gallon Container

<u>1 &/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$42.12	\$61.07	\$83.92	\$104.81	\$125.71

Roll-Off Bin Service

<u>Size</u>	<u>Area</u>	<u>Full Rate Per B Compactor Roll-Off</u>	
20 yard	Bishop	\$256.80	\$321.00
	Big Pine	\$321.00	\$385.20
	Independence	\$398.04	\$462.24
	Lone Pine	\$462.24	\$526.44
	Olancha	\$564.96	\$629.16
	Round Valley	\$321.00	\$385.20
	Starlite	\$321.00	\$385.20
30 yard	Bishop	\$410.88	\$475.08
	Big Pine	\$475.08	\$539.28
	Independence	\$552.12	\$616.32
	Lone Pine	\$616.32	\$680.52
	Olancha	\$719.04	\$783.24
	Round Valley	\$410.88	\$475.08
	Starlite	\$410.88	\$475.08

Exhibit E
Bishop Waste Proposed Increase

COMMERCIAL BIN SERVICE – AREA A & B

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$62.21	\$103.31	\$146.64	\$193.02	\$238.00	\$284.39	\$31.10	\$31.10
3-yard	\$93.03	\$154.83	\$220.10	\$289.67	\$357.01	\$426.58	\$37.21	\$31.10
4-yard	\$116.78	\$193.57	\$268.28	\$345.76	\$423.25	\$498.37	\$41.66	\$31.10
6-yard	\$175.24	\$290.36	\$402.56	\$518.65	\$634.87	\$747.48	\$62.21	\$31.10

RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B

<u>60-100 Gallon</u>	<u>Monthly Rate</u>	<u>Extra Pick Up</u>	<u>Each Extra Cart</u>
1 Cart	\$19.92	\$4.92	\$9.96

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –
AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler**

(Per month billed bi-monthly)

30-40 Gallon Container

<u>1 &/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$33.07	\$47.95	\$65.89	\$82.30	\$98.71

Roll-Off Bin Service

<u>Size</u>	<u>Area</u>	<u>Full Rate</u>	<u>Compactor Roll-Off</u>
20 yard	Bishop	\$226.84	\$283.55
	Big Pine	\$283.55	\$340.26
	Independence	\$351.60	\$408.31
	Lone Pine	\$408.31	\$465.02
	Olancha	\$499.05	\$555.76
	Round Valley	\$283.55	\$340.26
	Starlite	\$283.55	\$340.26
30 yard	Bishop	\$362.94	\$419.65
	Big Pine	\$419.65	\$476.36
	Independence	\$487.71	\$544.42
	Lone Pine	\$544.42	\$601.13
	Olancha	\$635.15	\$691.86
	Round Valley	\$362.94	\$419.65
	Starlite	\$362.94	\$419.65



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 Closed Session Informational

FROM: George L. Milovich, Agricultural Commissioner

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Agreement between the County and Mammoth Lakes MAD for Mosquito Abatement Services

DEPARTMENTAL RECOMMENDATION:

Request Board (1) approve the Contract between the County of Inyo, Owens Valley Mosquito Abatement Program and Mammoth Lakes Mosquito Abatement District, for the provision of mosquito control services, in an amount not to exceed \$325,000.00; this agreement shall become effective upon the date of execution by the last party hereto date shall continue for a term of five (5) years from said effective; (2) accept certain equipment as the first payment of \$32,500.00; and (3) and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract will provide comprehensive mosquito control and mosquito – borne disease surveillance for Mammoth Lakes Mosquito Abatement District. Current integrated pest management strategies used in the Owens Valley will be employed to fulfill this contract with mosquito larval control as priority and mosquito adulticide to be used as a last resort. Disease and adult mosquito population levels will be monitored during the mosquito season.

ALTERNATIVES:

Your Board has the option to not approve the agreement and direct staff to renegotiate provisions as directed. While this is certainly an option it is not recommended because it would delay having the agreement in place for the upcoming season and staff feels that it provides the funding necessary for the OVMAP to provide inclusive service for the MLMAD.

OTHER AGENCY INVOLVEMENT:

Contract was prepared by Mono County counsel and Inyo County counsel with both Mammoth Lakes Mosquito Abatement District and Owens Valley Mosquito Abatement Program involvement.

FINANCING:

The Agreement if approved would provide \$65,000 annually to the OVMAP over a period of five years for providing an inclusive level of surveillance, monitoring and control of mosquitoes in the MLMAD. In an anticipation of this agreement, the FY 2013-14 budget will reflect this \$30,506.50 cash payment and equipment valued at \$34,493.50.

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 7.15.13
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: ✓ Date 7-16-13
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-17-13

**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF
MOSQUITO ABATEMENT SERVICES**

WHEREAS, the Mammoth Lakes Mosquito Abatement District (hereinafter referred to as "MLMAD"), has the need for the mosquito abatement services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "County") performed through or by its Owens Valley Mosquito Abatement Program, 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 County hereby agrees to provide mosquito abatement services to MLMAD. These services will include field surveillance, monitoring and mosquito control in the MLMAD, as further set out in Appendix A. The goal of this agreement is to place primary emphasis on the mitigation of potential mosquito-borne disease transmission, to include the emerging West Nile Virus, and the avoidance of nuisance conditions from mosquitoes in the MLMAD.

Work performed under this Agreement shall comply with the mosquito abatement requirements set forth in the annual cooperative agreement between the State of California, Department of Public Health, Vector-Borne Disease Section and the County (Appendix B).

Work by the County that is outside the Scope of Work or which will result in additional charges, shall not be performed unless this Agreement is amended in accordance with Section 18 of this Agreement to include said work.

This Agreement is not intended to modify any duty of MLMAD to abate nuisances on its property.

2. TERM

This Agreement shall become effective upon the date of execution by the last parties hereto to execute the Agreement and shall continue for a term of five (5) years from said effective date unless otherwise terminated as provided below.

3. COMPENSATION

MLMAD shall pay to County sixty-five thousand dollars (\$65,000.00) annually for the services set out in Section 1 and Appendix A. Annual payments shall be in two installments, paid in arrears, half shall be due on July 1 of each year and half shall be due on January 1 of each year. The expenditures under this Agreement for all expenses and supplies shall not exceed \$325,000 for the term of this Agreement.

County agrees to accept as payment in full for the first payment due on January 1,

2014 the equipment and supplies listed at Appendix C, ownership of which is hereby transferred from MLMAD to County. MLMAD agrees to execute any further documents necessary to effect the transfer within thirty days of execution of this Agreement.

4. BILLING & INVOICES

The County shall bi-annually submit to the Mammoth Lakes Mosquito Abatement District c/o Steve Ganong, Contract Administrator, P.O. Box 1943 Mammoth Lakes, California 93546 a verified and itemized invoice for \$32,500.00 twice annually, with the exception of the first payment due January 1, 2014 which is satisfied as set out in Section 3. For informational purposes and upon request of MLMAD, such invoice shall state the services performed and any expenses necessarily incurred during the prior six month period with documentation thereof.

5. PERMITS

The County and its officers, agents, and employees shall obtain and maintain all permits and licenses necessary for the County's performance hereunder and shall pay any fees required therefor.

6. INDEPENDENT CONTRACTOR

The County is acting hereunder as an independent contractor and not as an agent or employee of MLMAD. The County shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of MLMAD.

7. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

- A. The County shall not assign or otherwise alienate any of its rights hereunder, including the right to payment.
- B. The County shall not delegate or otherwise transfer any of its duties hereunder.

8. INSURANCE

Proof of insurance shall be provided by each party to the other party prior to commencing any work under this Agreement.

A. General Liability.

Both the County and MLMAD shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed under this Agreement. Such policies shall have a per occurrence combined single limit coverage of not less than two million dollars (\$2,000,000). Such policies shall not exclude or except from coverage any of the services and work required to be performed by the County under this

Agreement. The required policies of insurance shall be issued by an insurer authorized to sell such insurance by the State of California that has an "A.M. Best's" policyholder's rating of at least an "A" or by a Joint Powers Authority insurance pool that has reinsurance with an "A.M. Best's" policyholder's rating of at least an "A". Prior to commencing any work under this Agreement, each party shall provide the other: 1) a certificate of insurance documenting evidence of the required coverage; and 2) an additional insured endorsement applying to the other party, its agents, officers and employees. Neither the County nor MLMAD shall modify, terminate, or cancel said policy without 30 days' written notice of cancellation or change of coverage to the other.

B. Business Vehicle.

The County shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all County- owned, non-owned, and hired vehicles employed by the County in the performance of the services and work requested by MLMAD, as described in this Agreement. Neither the County nor MLMAD shall modify, terminate, or cancel said policy without 30 days' written notice of cancellation or change of coverage to the other.

9. INDEMNIFICATION

The MLMAD undertakes and agrees to indemnify and hold harmless the County and all of its officers, agents, employees and governing board members, and, at the option of the County, to defend the County, its Board, officers, employees, agents, and representatives from and against any and all suits or causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature, whatsoever, for death, bodily injury or personal injury to any person, including MLMAD employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner, arising out of, resulting from, or in connection with the performance of this Agreement.

To the extent permitted by law, the County shall protect, indemnify, and hold harmless MLMAD, its agents, officers, employees, governing board members, and representatives from and against any and all claims, demands, and causes of action by County's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by County hereunder and resulting from the negligent act or omissions of County, its officers, or employees. The foregoing reference to 'negligent act' is not intended to limit the County's obligation to defend, indemnify, and hold harmless MLMAD, its agents,

officers, employees, governing board members, and representatives with respect to any alleged errors or omissions by the County relating to the proper handling and application of pesticides once the decision has been made to use them in a particular situation.

The obligations to defend, indemnify, and hold harmless under the provisions of this section are not limited to, or restricted by, any requirement in this Agreement for MLMAD and the County to procure and maintain a policy of insurance, and shall survive the termination or expiration of this agreement.

10. RECORDS & AUDITS

The County shall maintain records and books of accounts showing all costs and expenses incurred by the County for this Agreement. MLMAD shall have the right upon reasonable notice, to audit the books, records, documents, and other evidence and accounting procedures and practices. MLMAD retains this right for at least three years after final payment and until all disputes, appeals, litigation, or claims have been resolved. This right to audit shall also include inspection at reasonable times of the County facilities that are engaged in the performance of this Agreement. In addition, the County shall, at no cost or expense to MLMAD, furnish reasonable facilities and assistance for such an audit. Upon request, but at MLMAD's cost, the County shall also provide copies of documents applicable to this Agreement. The audit findings shall, to the extent allowed by law, be treated by MLMAD as confidential.

11. CONFIDENTIALITY OF INFORMATION

Except as provided by the California Public Records Act, all information contained in drawings, specifications, technical reports, and data provided by MLMAD to the County shall be held in confidence by the County and used only to provide services to MLMAD. The County shall not disclose said information without the Contract Administrator's written authorization.

12. REPRESENTATIVES AND NOTICES:

Any notice, demand, or request directed to MLMAD shall be delivered to:

Mammoth Lakes Mosquito Abatement District
Steve Ganong, Contract Administrator
P.O. Box 1943
Mammoth Lakes, California
93546 (760) 914-1354

Any notice, demand, or request directed to the County shall be delivered to:

Agricultural Commissioner
Counties of Inyo/ Mono
Department of Agriculture

207 W. South Street
Bishop, CA 93514
(760) 873-7860

13. CONFLICTS

A. Claims for Labor and Materials

The County shall promptly pay, when due, all amounts payable for labor and materials furnished in performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any MLMAD property, against the County's rights to payments hereunder, or against the MLMAD, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

B. Errors and Omissions

The County shall be responsible for correcting or remedying any errors or omissions which occur in performance of the services under this Agreement and which are the result of the County's negligence or action. The cost of correcting or remedying any error or omission shall be borne by the County.

14. BREACH

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, said party shall be in breach and any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

15. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, without cause, on 30 calendar days' written notice. Said notice will be given by the Contract Administrator on MLMAD's behalf and by the Agricultural Commissioner on the County's behalf. The County shall be entitled to payment for all services performed to the date of cancellation on a pro rata basis and for all other reasonable termination expenses.

16. VENUE

The venue for any dispute or litigation shall be in Mono County, California.

17. APPLICABLE LAW AND SEVERABILITY

Each party's performance hereunder shall comply with all applicable laws of the United States of America and the State of California. This Agreement shall be enforced and interpreted under the laws of the State of California.

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

18. AMENDMENT

All amendments hereto shall be in writing and signed by the person(s) authorized to bind the parties thereto.

19. INTEGRATION

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 18 hereof.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF INYO:

By: _____
Name: _____
Title: Chair of the Board of Supervisors
Date: _____

MLMAD:

By: 
Name: John McGrath
Title: Chair of the Board of Directors
Date: 07-12-2013

**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF
MOSQUITO ABATEMENT SERVICES**

APPENDIX A

Scope of Work:

Staff and Equipment

COUNTY will maintain and utilize adequate staff and equipment to address all mosquito concerns within the MLMAD.

1. All permits and regulatory requirements needed to conduct business will be obtained by the COUNTY.
2. MLMAD rate payers will be encouraged to contact the County via a local phone number and/or email to report mosquito issues. All rate payer requests will be responded to within one business day.
3. All County staff will wear uniforms clearly identifying them as mosquito abatement staff and will be certified by the State of California, Department of Public Health, Vector- Borne Disease Section in the control of mosquitoes.
4. All known mosquito breeding sources will be inspected weekly and adequate mosquito larvicide will be applied.
5. Routine and random investigations of possible mosquito breeding sources will be conducted throughout the service area.
6. Routine and specific adult mosquito trapping will occur during the mosquito breeding season. Samples will be submitted for testing and results determined.
7. The County will inform MLMAD should MLMAD need to request an inspection and abatement warrant; should MLMAD need to notify a property owner of the existence of a public nuisance; and should any person restrain, hinder, obstruct or threaten the County's staff in the performance of duties pursuant to this Agreement or otherwise interfere with any work done by, or under the direction of, the County pursuant to this Agreement.

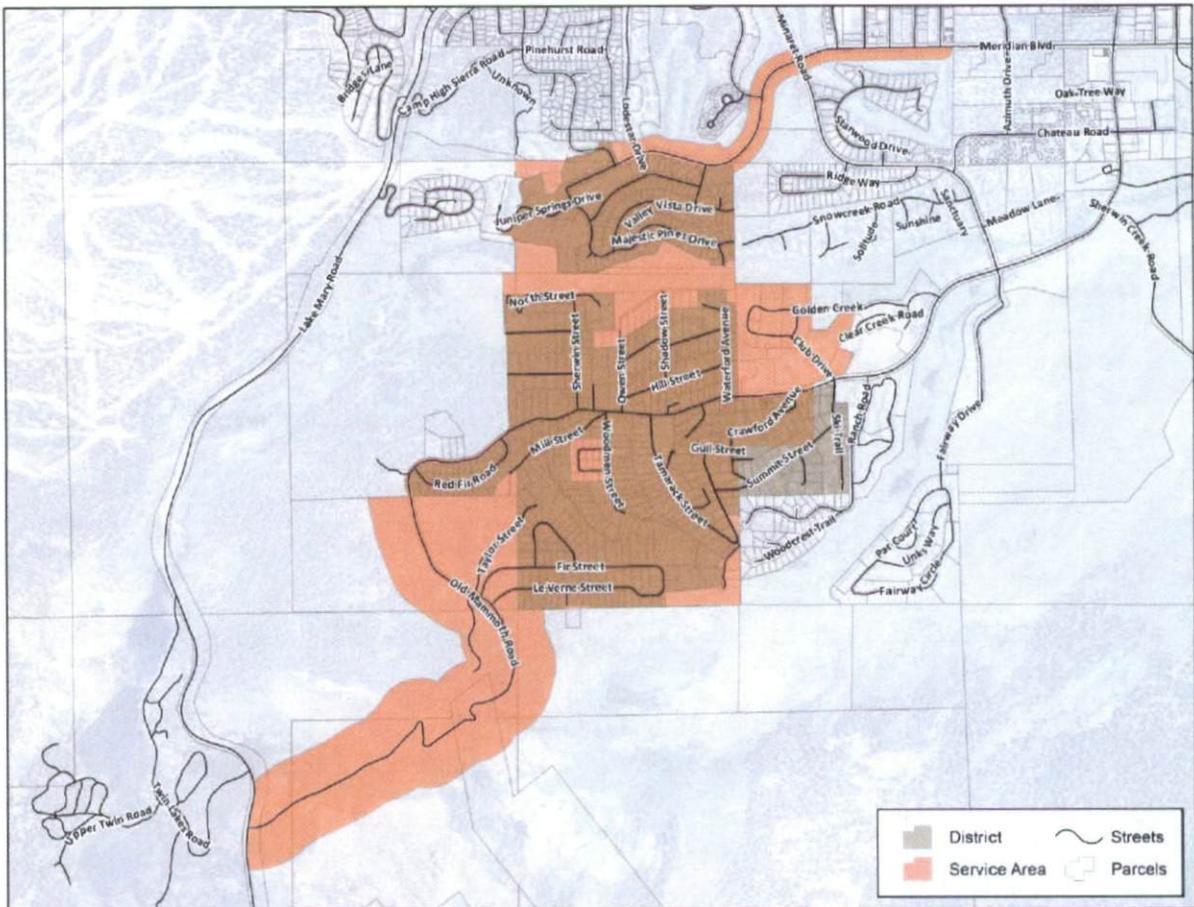
Pesticides

The County will purchase and maintain all mosquito control pesticides. Primary mosquito control efforts will focus on mosquito larvae control (larvicides). Adult mosquito control will occur when adult mosquito populations are verified by trapping populations in excess of 50 adult mosquitoes or when there is a public health need regardless of population limits.

1. All pesticides must be accepted for use by the State of California and the County Agricultural Commissioner.

2. If there is a need for adulticide applications, the COUNTY will attempt to notify the public 24 hours advance notice. If need for control is eminent, advanced notice may not be possible. Media for notice will include radio and posted notices at public facilities. A “Do Not Spray” list will be maintained and honored as best managed.

MLMAD Boundaries



**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF
MOSQUITO ABATEMENT SERVICES**

APPENDIX B

Cooperative Agreement

The County will provide all the functions of a mosquito abatement district outlined in the annual cooperative agreement with the State of California, Department of Public Health, Vector-Borne Disease Section (VBDS), attached hereto and incorporated herein.

COOPERATIVE AGREEMENT
(PURSUANT TO SECTION 116180, HEALTH AND SAFETY CODE)

Date 10/15/12

This Agreement between the California Department of Public Health and
Owens Valley Mosquito Abatement Program
(name and address of local vector control agency)

is effective on January 1, 2013 or on the subsequent date shown above, and expires December 31, 2013. It is subject to renewal by mutual consent thereafter.

Operator ID and/or license number to be listed on Monthly Summary Pesticide Use Reports (PR-ENF-060) for 2013:
Operator ID # 14-12-14311VC License # _____

This agreement may be canceled for cause by either party by giving 30 days advance notice in writing, setting forth the reasons for the termination.

Part I. Pesticides

The vector control agency named herein agrees:

1. To calibrate all application equipment using acceptable techniques before using, and to maintain calibration records for review by the County Agricultural Commissioner.
2. To seek the assistance of the County Agricultural Commissioner in the interpretation of pesticide labeling.
3. To maintain for at least two years for review by the County Agricultural Commissioner a record of each pesticide application showing the target vector, the specific location treated, the size of the source, the formulations and amount of pesticide used, the method and equipment used, the type of habitat treated, the date of the application, and the name of the applicator(s).
4. To submit to the County Agricultural Commissioner each month a Pesticide Use Report, on Department of Pesticide Regulation form PR-ENF-060. The report shall include the manufacturer and product name, the EPA registration number from the label, the amount of each pesticide used, the number of applications of each pesticide, and the total number of applications, per county, per month.
5. To report to the County Agricultural Commissioner and the California Department of Public Health, in a manner specified, any conspicuous or suspected adverse effects upon humans, domestic animals and other non-target organisms, or property from pesticide applications.
6. To require appropriate certification of its employees by the California Department of Public Health in order to verify their competence in using pesticides to control pest and vector organisms, and to maintain continuing education unit information for those employees participating in continuing education.
7. To be inspected by the County Agricultural Commissioner on a regular basis to ensure that local agency activities are in compliance with state laws and regulations relating to pesticide use.

Part II. Environmental Modification

The vector control agency named herein agrees:

To comply with requirements, as specified, of any general permit issued to the California Department of Public Health as the lead agency, pertaining to physical environmental modification to achieve pest and vector prevention.

For California Department of Public Health
Vicki Kramer
Vicki Kramer, Ph.D.
Chief, Vector-Borne Disease Section

For Local Agency
Chris Wickham, Program Manager
Print Name and Title
[Signature]
Signature

APPENDIX C

Mammoth MAD Inventory March 2013		
Office:		Cost:
	1 Microscope	
	3 tweezers	
	1 counter	
	1 freezer	
	3 mosquito I.D book	
Traps:		Cost:
	1 New Jersey Light Trap	
	4 EVS traps	\$ 125.00
	1 gravid trap	\$ 25.00
	13 Mosquito Magnate w/ nets and batteries	
	12 propane tanks 5 gal	
	2 Joe Burns live animal mosquito trap	\$ -
Vehicles:		Cost:
	1999 Ford Ranger	
	2007 Ford Ranger	\$ 20,000.00
	2006 Ford 150 extended cab	
Foggers		Cost:
	1 Electric Clark Fogger	\$ 6,000.00
	1 London fogger	\$ 3,000.00
Misc:		Cost:
	16 hatch jars	\$ 25.00
	1 fish net	
	1 Maytag washing machine	
	1 eye wash unit	
	1 Muryama gas Back Pack applicator	
	1 hand truck	
Pesticides		Cost:
	5) 40 lb bags Vecto Bac G	\$ 506.00
	2) 5 gal cans Scourge 4 / 12	\$ 1,129.30
	2 boxes Altosid 120 briquets	\$ 1,333.20
	4) 22 lb altosid 30 day pellets	\$ 2,200.00
	¼ container Anique mmf	\$ 150.00
Total		\$ 34,493.50



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
36

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

FROM: HEALTH & HUMAN SERVICES – Children's Services

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Ratify the contract for National Council on Crime and Delinquency (NCCD) for the provision of SafeMeasures® Internet Reporting Services.

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify the contract between the County of Inyo and the NCCD for the provision of SafeMeasures® Internet Reporting Services, in an amount not to exceed \$12,000.00 for the period of July 1, 2013 through June 30, 2015, contingent upon adoption of future budgets, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to staffing transitions there was a delay in processing this agreement, which is why it is late in coming before your Board.

In 2004, the State passed AB 636, legislation that directed child welfare programs statewide to enter a process of system evaluation and improvement planning in an effort to improve the outcomes for children and families involved in the child welfare system statewide. This legislation identified specific safety and permanency outcome measures that are monitored on a quarterly basis by the California Department of Social Services. The SafeMeasures® Internet Reporting Service, which is provided by the NCCD, provides Inyo County the ability to track social worker compliance and outcome measures to ensure compliance.

SafeMeasures® is a subscription reporting services which permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format from Inyo County child welfare system (CWS/CMS) data. SafeMeasures® provides bi-weekly child abuse/neglect metrics established by the State of California and United States Department of Human Services to monitor the provision of services to victims of child abuse/neglect and their families. Reports created under this service permit Inyo County to estimate current workload demand, plan more effective child welfare service interventions and monitor certain performance indicators established by various state and federal regulations. SafeMeasures® is currently used by more than half of California counties as well as the California Department of Social Services.

The attached contract for the period beginning July 1, 2013 through June 30, 2015 authorizes the NCCD to continue to provide SafeMeasures® Internet Reporting Services, as they are currently providing those services to Inyo County. The contract details and scope of work, in particular the standard termination provision, continues to be modified to meet the requirements of Inyo County and the NCCD. Specifically, the standard termination clause has been amended to reflect the language consistent with the

requirements of NCCD, in order to ensure breach of website restrictions, use and development of competing products are subject to immediate termination.

ALTERNATIVES:

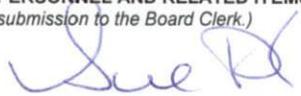
Your Board could opt to not ratify the contract with the NCCD, as this is not mandated by the State. However, this is the only service available that will allow our County to track performance outcomes in a manner that allows for quality assurance in regards to our compliance with meeting the State and Federal performance outcome targets.

OTHER AGENCY INVOLVEMENT:

The SafeMeasures® Internet Reporting Services works in conjunction with UC Berkeley's CWS/CMS Dynamic Report System Performance Indicators Project. Both UC Berkeley and the NCCD contract with CDSS to provide these services at the State level.

FINANCING:

State and Federal funds and Social Services Realignment. This expense is budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/16/2013</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/18/13</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>7/23/13</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-26-13

AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the SafeMeasures® Internet Reporting services of National Council on Crime and Delinquency of Madison, WI 53719 (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 Jean Turner, whose title is: Director of Health & Human Services. 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 1, 2013 to June 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$12,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, 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	
Health and Human Services	Department
PO Drawer A	Street
Independence, California 93526	City and State

Contractor:	
National Council on Crime and Delinquency	Name
1970 Broadway, Suite 500	Street
Oakland, California 94612	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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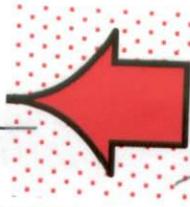
AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____



CONTRACTOR

By: [Signature]
signature

A. E. M. A. N.
Print or Type Name

Dated: 6/26/13

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency FOR THE PROVISION OF
SafeMeasures® Internet Reporting SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2015

SCOPE OF WORK:

Children's Research Center (CRC), located in Madison, Wisconsin, is a division of National Council on Crime and Delinquency (NCCD), headquartered in Oakland, California. CRC provides the Internet Reporting Service, SafeMeasures®; which develops bi-weekly child abuse/neglect metrics from Inyo County's Child Welfare System's data consistent with metrics established by the State of California and the United States Department of Human Services to monitor the provision of services to victims of child abuse/neglect and their families.

SafeMeasures® is a subscription reporting service which permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format from Inyo County's child welfare system (CWS/CMS) data. Reports created under this service permit Inyo County to estimate current workload demand, plan more effective child welfare service interventions and monitor certain performance indicators established by various state and federal regulations. SafeMeasures® includes case level quality control displays to allow improved compliance with state and federal performance audits.

1. Web Based Reports. During the Term of this Agreement NCCD will provide County with interactive web-based management reports, (Management Reports) which permit, County to categorize agency compliance with various measures, and permit, County to identify the specific cases within each category. NCCD will specifically:
 - (a) Provide Management Reports within 45 business days after first receiving raw CWS/CMS data from County, and;
 - (b) Provide regular updates of Management Reports, provided that County or another agency regularly submits raw CWS/CMS data to NCCD for processing and analysis. Such updates will be provided within three business days of receipt of the CWS/CMS data to NCCD.

2. Access to County Data. If requested by NCCD, County will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by NCCD. If a third party supplies data, County will authorize and facilitate release of the data to NCCD.
3. Access to Website Restricted. The right to access the SafeMeasures® website is jurisdiction and agency-specific. Only the County Department of Health and Human Services and its employees or agents may access or use the SafeMeasures® website for the County's monitoring and reporting needs. Specifically, and without limitation, the County may not act as a relay or intermediary allowing access to the SafeMeasures® website to any third party jurisdiction, agency, individual, or business for any purpose.
4. Use. County may use SafeMeasures® for its internal purposes only. This does not extend to restrict the release of documentary product of SafeMeasures® under the control and custody of County that may be authorized pursuant to applicable state or federal laws including, but not limited to, the California Public Records Act and applicable California Welfare and Institutions Code provisions.
5. Competing Services or Products. County shall not use all or any part of SafeMeasures® or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures®, regardless of whether such service or product is distributed with or without consideration.
6. Copyright Ownership and License. County acknowledges that NCCD owns the copyright in all graphic interfaces, reports, displays and formats, (Original Works). NCCD grants County a fully paid up license to display, reproduce and distribute the Original Works for its internal purposes for the Term of this Agreement.
7. Training. NCCD will provide up to two (2) remote training sessions via the Internet to train County supervisors, managers and administrators, as well as any additional help desk, research and IT staff if appropriate.
8. Data Submission. County or other third party supplying CWS/CMS data shall use one of the following methods to send weekly extracts of agency CWS/CMS data to NCCD for processing and analysis.
 - (a) Compact Disk. County or supplying party will copy data onto one or more compact disks and mail to NCCD via overnight delivery service; or
 - (b) Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). County or supplying party will send data over a secured channel to NCCD's SSH server. This transfer may be made using a dedicated SSH file transfer client.

9. Updates. During the Term of this Agreement, NCCD will provide to County updates, error corrections, and modifications to SafeMeasures® displays (Updates) as such Updates become available. Updates do not include modifications to displays specifically requested by County. Any County requested modifications must be made by NCCD at NCCD'S published service rates. NCCD reserves the right to use the displays created for County, and analyses to produce such displays for the other parties whether such displays were suggested by NCCD or the County. NCCD shall not use any County data in its publishing for others parties without first obtaining County's permission.
10. Termination. This clause modifies paragraph 14 and paragraph 16 of the Agreement to the extent that they are inconsistent. A party may terminate this Agreement if the other party commits a material breach that is not cured within 30 days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of County's obligation to pay fees under this Agreement or a breach of paragraphs 3, 4, or 5 of this Scope of Work.
11. Warranty. NCCD warrants that:
- (a) Provided that County or another designated party regularly submits the required raw CWS/CMS data to NCCD, SafeMeasures® will perform substantially as described in this contract and SafeMeasures® promotional material.
 - (b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that is not suspended or debarred from receiving funds as listed in the List of Parties Excluded from Federal Procurement of Non-procurement programs issued by the General Service Administration.
 - (c) NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of County data.
 - (d) Except for the forgoing express warranties, NCCD neither makes nor grants any other warranties, express or implied. NCCD excludes all implied warranties including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific or otherwise. The foregoing express warranty is the only warranty of any kind for SafeMeasures®. NCCD makes no warranties whatsoever for any Original Works that have been modified by County nor does NCCD warrant that SafeMeasures® will be offered without interruption.
 - (e) County acknowledges that NCCD provides no monitoring, analysis or review of the accuracy or quality of the County's data accessed through SafeMeasures®.

12. County Warranties. County warrants that:
 - (a) County will only allow access to SafeMeasures® as permitted under this Agreement. If County wishes to extend its use of SafeMeasures® beyond this Agreement, County will obtain NCCD's prior written consent and pay the applicable Reporting Service Subscription Fees.
 - (b) County will provide the requested case based CWS/CMS data to NCCS using one of the methods described in Paragraph 8, or if data is supplied by another party, execute all necessary agreements and permissions to release this data to NCCD.

13. Installation. County is responsible for providing access to the SafeMeasures® website via the Internet to its users. NCCD will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures® via telephone, fax, or email at no additional charge to the fees. County may hire NCCD to provide additional training or assistance at the prevailing published rates plus travel expenses.

14. Notification of Rights. In copying SafeMeasures® web reports as authorized under the terms of this Agreement, County will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures®. County will use reasonable efforts to keep person with access to SafeMeasures® from modifying or suppressing any of the copyright notices that appear on SafeMeasures® media, documentation, files and banners.

15. HIPAA Compliance. NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of County data. County acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the County data which is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, NCCD acknowledges that the County data may include health information and other information of a personal and sensitive nature, and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES**

TERM:

FROM: July 1, 2013 **TO:** June 30, 2015

SCHEDULE OF FEES:

Reporting Service Subscription Fee. County will pay NCCD the fees (Reporting Service Subscription Fees) according to the payment schedule specified and all applicable taxes related thereto unless County provides evidence that County is exempt from such taxes.

Service Fees. NCCD reserves the right to charge additional services fees if County seeks assistance for any other matters not explicitly by this Agreement.

Notwithstanding Paragraph 3.E. Billing and payment, Six Thousand (\$6,000.00) shall be Invoiced upon signing of the contract, and Six Thousand (\$6,000.00) shall be invoiced on July 14, 2014.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

37

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Ratify the contract between County of Inyo and Victor Treatment Center.

DEPARTMENTAL RECOMMENDATION: Request Board ratify the contract between the County of Inyo and Victor Treatment Center for the provision of mental health services in an amount not to exceed \$30,000.00 for the period of July 1, 2013 to June 30, 2014, contingent upon the Board's adoption of the FY 13/14 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Although this contract was initiated in April, it was not returned to our office until late June, which is why it is late coming before your Board. This contract is for the intensive mental health services that are provided by Victor Treatment Center. We have had one youth placed at Victor during the last year. As a high level placement, the multidisciplinary team including behavioral health, probation, schools, Kern Regional Center, child welfare and the parents spent a lengthy period of time assessing the needs of the youth prior to placement in this setting. This youth had been placed in a high-level residential treatment facility after an extended period of time in the Juvenile center, as well as several previous placements. This youth is also in need of a "non-public school" setting to meet educational needs. These services, as well as intensive mental health services, are provided in the residential setting. Victor Treatment Center has been an Organizational Provider of mental health services for Inyo County in the past and provides an Intensive Day Treatment Program, Day Rehabilitation, and Medication Monitoring in addition to the residential program. The Organizational Provider status allows us to maximize Medi-Cal reimbursement. County staff members authorize treatment and review all documentation for compliance with Medi-Cal standards. The county staff members also maintain very close contact with the youth, family and the placement facilities to ensure care and placement in the least restrictive setting.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

Child Welfare, Juvenile Probation, Schools, Kern Regional Center

FINANCING:

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

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes 6/27/2013</u> Date:
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes 7/2/13</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓ 7/17/13</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-17-13

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



INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Victor Treatment Center (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2013 to June 30, 2014, unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$30,000.00 (Thirty Thousand) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect.

B. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of seven (7) years from the termination or completion

of this Agreement unless otherwise provided in Attachment A. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver

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

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

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

Contractor:	
<u>Victor Treatment Center</u>	Name
<u>1360 East Lassen Ave</u>	Address
<u>Chico, CA 95973</u>	City and State

26. ENTIRE AGREEMENT.

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

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

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____



Signature

Lenny R. Verser Jr.

Print or Type Name

Dated: 6/13/13

APPROVED AS TO FORM AND LEGALITY:



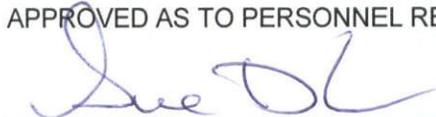
County Counsel

APPROVED AS TO ACCOUNTING FORM:



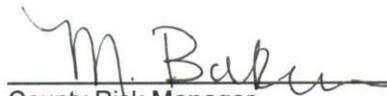
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

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

TERM:

FROM: July 1, 2013

TO: June 30, 2014

SCOPE OF WORK

1. Contractor Is: (Check One)

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

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

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

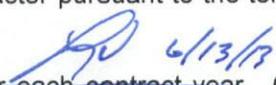
2. Service to be Provided.

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

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

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

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

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

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

3. Qualifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Discrimination Prohibited.

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

5. Medical Records.

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

6. Inspection Rights.

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

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

7. Confidentiality of Beneficiary Information.

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

8. Patients' Rights.

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

9. Compliance with Applicable Law.

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

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

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs

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

ATTACHMENT B

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

TERM:

FROM: July 1, 2013 **TO:** June 30, 2014

SCHEDULE OF FEES:

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

VTC Rate Schedule for Fiscal Year 2013-2014

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

ATTACHMENT C

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

FROM: July 1, 2013 **TO:** June 30, 2014

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

Documentation Standards for Client Records

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

A. Assessments

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

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

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

B. Client Plans

1. **Client Plans Shall:**

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

- f. Be consistent with the diagnoses, and the focus of intervention shall be consistent with the client plan goals, and there shall be documentation of the client's participation in and agreement with the plan. Examples of documentation include, but are not limited to, reference to the client's participation and agreement in the body of the plan, client signature on the plan, or a description of the client's participation and agreement in progress notes.**
 - i. Client signature on the plan shall be used as the means by which the MHP documents the participation of the client,**
 - 1) When the client is a long term client as defined by the MHP, and**
 - 2) The Client is receiving more than one type of service from the MHP.**
 - ii. When the client's signature is required on the client plan and the client refuses or is unavailable for signature, the client plan shall include a written explanation of the refusal or unavailability.**
 - iii. The MHP shall give a copy of the client plan to the client on request.**

2. Timeliness/Frequency of Client Plan

- a. Shall be updated at least annually.**
- b. The MHP shall establish standards for timeliness and frequency for the individual elements of the client plan described in item 1.**

C. Progress Notes

- 1. Items that shall be contained in the client record related to the client's progress in treatment include:**
 - a. The client record shall provide timely documentation of relevant aspects of client care.**
 - b. Mental Health staff/practitioners shall use client records to document client encounters, including relevant clinical decisions and interventions.**

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

2. Timeliness/Frequency of Progress Notes

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

- a. Every Service Contact
 - i. Mental Health Services
 - ii. Medical Support Services
 - iii. Crisis Intervention
- b. Daily
 - i. Crisis Residential
 - ii. Crisis Stabilization (1 x / 23hr)
 - iii. Day Treatment intensive
- c. Weekly
 - i. Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.

ii. Day Rehabilitation

iii. Adult Residential

d. Other

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

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

iii. As determined by the MHP for other services.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Victor Treatment Center

FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: July 1, 2013

TO: June 30, 2014

Form W-9

Request for Taxpayer

Identification Number and Certification

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

ATTACHMENT E

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

TERM:

FROM: July 1, 2013 **TO:** June 30, 2014

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

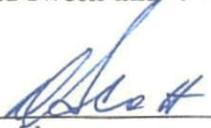
**VICTORY COMP INC.
RESOLUTION**

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

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

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

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



Board President



Policy: 2013-01709-NPO
Victor Treatment Centers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

38

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Request to hire a Social Worker in Child Welfare Services.

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for the position of Social Worker II or III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) approve the hiring of one Social Worker, either a II at Range 64 (\$3,590-\$4,363), or a III at Range 67 (\$3,852-\$4,676), contingent upon qualifications, contingent upon final adoption of FY 2013-2014 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Child Welfare Program has continued to be short-staffed by two to three social workers on and off since December, 2011. Your Board has given us permission to fill the two current vacancies and we have one person scheduled to begin work on August 1, 2013 and another person is currently in the background process. However, we have recently received a resignation from a Social Worker III, who is moving out of the area. This will again leave us with an unfilled vacancy in our Child Welfare Program.

The intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. As previously indicated, over the past few years, the Child Welfare program has experienced increased requirements from a federal, state and local level, including recent legislation extending foster care eligibility up to the age of twenty-one. This has resulted in additional responsibilities being implemented in a division that is already stretched thin.

Because of the most recent resignation we are requesting permission to hire a Social Worker II or III, depending upon qualifications, to fill the upcoming vacant position. It is very important to the overall effective functioning of the division to assist the remaining staff by moving swiftly to fill this vacancy.

ALTERNATIVES:

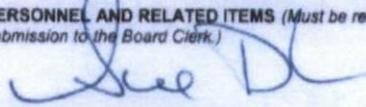
Denying this request would result in the existing staff, who are absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

State and Federal funds, Social Services 1991 and 2011 Realignment. This position is budgeted in the Social Services budget (055800) in the salaries and benefits object codes. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <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>YES 7/24/13</u> 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: <u>✓ 7/24/13</u> Date: _____

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

Jean Turner^{DC}

Date: 7/24/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 39

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Request to hire a Social Worker in the Adult Social Services division

DEPARTMENTAL RECOMMENDATION:

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

- A. the availability of funding for this requested position exists in the Social Services Budget, 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 Social Worker II at Range 64 (\$3,590-\$4,363), contingent upon qualifications, contingent upon final adoption of FY 2013-2014 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Adult Social Services division, which provides Adult Protective Services (APS), In Home Supportive Services (IHSS), investigations of referrals for Lanterman-Petris-Short Act (LPS) Conservatorships, and acts in the capacity of Deputy Conservator for those individuals conserved under the provisions of LPS, has received notification of retirement from a social worker effective September 3, 2013. This will leave a vacancy in our Adult Social Service division.

The position being vacated primarily performs the duties of the Deputy Conservator for LPS and provides back up support to the APS program, which is charged with investigating and managing reports of abuse/neglect of our elder and dependent adult population. These functions not only provide a needed safety net for two very vulnerable populations, but also ensure that an effective continuum of services is available for our aging and disabled population. In addition, the position carries a small caseload of IHSS clients, providing initial assessment and annual reassessment services to the eligible clients.

The position is being vacated by a Social Worker III, however, the Merit System Services (MSS), State Personnel System, reviewed the position duties and responsibilities within the last year and classified the position at a Social Worker I or II level. Therefore, HHS is respectfully requesting authorization to fill the vacancy with a Social Worker II.

ALTERNATIVES:

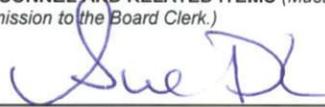
Denying this request would result in the existing staff absorbing additional caseloads, placing them at risk of inadvertent, compromised safety decisions on behalf of elder and dependent adults due to increased workloads.

OTHER AGENCY INVOLVEMENT:

Superior Court, ESAAA/I.C. GOLD, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, ESAAA Ombudsman, Senior Legal Services, Life Remedies and Celebrations, Pioneer Home Health, Bishop Police Department and District Attorney.

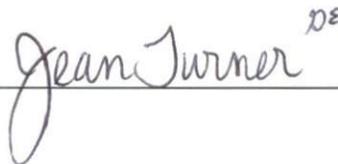
FINANCING:

State and Federal funding, along with Social Services Realignment and 2011 Realignment funds will pay for this position. This position is budgeted in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>7/24/13</u> 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: <u>✓ 7/24/13</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 ^{DE}

Date: 7/25/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

40

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

FROM: HEALTH & HUMAN SERVICES – ESAAA/IC Gold

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Request to hire one B-PAR Senior Citizen Specialist III in ESAAA/ IC Gold.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for the position of Senior Citizen Specialist III exists in the ESAAA and IC Gold budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- 2) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the positions, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
- 3) approve the hiring of one B-PAR Senior Citizen Specialist III at Range 50PT (\$13.90-\$16.87) and
- 4) if an internal candidate is hired into the Senior Citizen Specialist III position, authorize HHS to backfill the resulting vacancy, contingent upon final adoption of FY 2013-2014 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The position of Senior Citizen Specialist III (Site Coordinator), which provides coordination of activities and services at our Lone Pine Senior Center, was recently vacated. This position is responsible for ensuring the daily operation of our senior center in Lone Pine, including, but not limited to: ensuring home-delivered routes are covered, managing building and facility issues, supervising kitchen and program support staff, assessing for program eligibility, and ensuring all documentation and assessments are conducted within the statutory timeframes and submitted for data entry into CARS, the statewide data tracking system. This position is critical to ensuring our compliance with the administrative functions outlined under Title XXII of the California Code of Regulations, which codified the requirements of the federal Older Americans Act.

We are asking permission to hire a part-time Senior Citizen Specialist III in order to ensure the continuity of services at the Lone Pine Senior Center, while ensuring that we are able to meet the administrative requirements. We are also asking permission to backfill the vacancy that may occur if an internal candidate from the site is hired into the Senior Citizen Specialist III position in order to minimize the impact to seniors in Lone Pine and the surrounding communities.

ALTERNATIVES:

The Board could choose to not to allow ESAAA/IC Gold to hire a Senior Citizen Specialist III at the Lone Pine Senior Center, which would result in the Social Services Director being responsible for ensuring daily functions of the site are met, including adequate staff coverage. Given the level of oversight required, consideration may need to

be given to reducing the level of services provided from the Lone Pine site, including consideration of reducing the number of days hot meals are delivered. This may also lead to higher costs for the ESAAA/IC Gold program if absences are covered by higher paid staff.

OTHER AGENCY INVOLVEMENT:

None

FINANCING: State and Federal funding, and County General Fund. This position is budgeted 50% in the ESAAA budget (683000) and 50% in the IC Gold budget (056100) 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>yes 7/24/13</u> 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: <u>✓ 7/24/13</u> Date: _____

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

Jean Turner^{DE} Date: 7/25/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

41

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF August 6, 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

48

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF August 6, 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 Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

43

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, review the County's draft Focus Paper Outlines and provide direction, and approve the Public Outreach Plan.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating its Forest Plan.¹ Staff will report on recent activities relevant to coordination for the Plan Update. In addition to a general update and guidance, specific direction is requested for the following topics.

Focus Paper Outlines: At its June 11, 2013 meeting, the Board directed staff to prepare Focus Papers to assist concentrating the County's input regarding the Plan Update. Staff has prepared the attached draft Focus Paper Outlines for the Board's consideration. Earlier draft versions were presented to the Planning Commission on July 24, 2013, for its input, which has been incorporated. Input from the Natural Resource Advisory Committee is scheduled for August 8, 2013.

Public Outreach Plan: At its June 11, 2013 meeting, the Board directed staff to prepare a Public Outreach Plan to focus County input into the Plan Update process. Staff provided a draft Public Outreach Plan to the Board at its July 9, 2013 meeting, at which time the Board directed staff to coordinate public outreach meetings directly with the Board. Accordingly, three public Board of Supervisors meetings have been scheduled regarding the draft Topic Papers in August in Bishop, Big Pine, and Lone Pine.

Staff seeks the Board's direction for future public outreach. As directed by the Board, staff plans to coordinate public meetings directly with the Board in future phases of the Plan/Update Process. Attached is a conceptual schedule of such meetings for the Board's consideration and approval.

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

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

ALTERNATIVES: The Board could direct changes to the Focus Paper Outlines and/or Public Outreach Plan.

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

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-26-13

Attachments:

1. Draft Focus Paper Outlines
2. Public Outreach Plan

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Multiple Uses
Prepared by Inyo County
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County Priorities for Update/Revision
- IV. Setting (1 page)
 - a. Historical
 - b. Current Uses and their Importance (e.g. mining, grazing, packing, hiking, climbing, OHV, wooding, etc.)
 - c. Multiple Uses Sustained Yield Act
 - d. County Policies (e.g., General Plan, etc.)
- V. Issues and Trends (2 pages)
 - a. Community Vibrancy Tied to Multiple Uses
 - b. Separating Uses
 - c. Evolving Economy
 - d. Emerging Uses (boldering, trail running, fatbiking, unicycling, zip lines, etc.)
 - e. Demand for Water
 - f. Regulatory Impediments
 - g. Diminishing Access
- VI. Opportunities (2 pages)
 - a. Existing Uses
 - b. Potential New Uses/Diversification
 - c. Mixed Use Policies/Zoning
 - d. Information Technology/Digital 395
 - e. Streamlining
- VII. Constraints (2 pages)
 - a. Constrained Use Policies/Zoning
 - b. Social Change
 - c. Regulation
- VIII. Forest Service Approach (1 page)
 - a. Summary of Forest Service Plan Update/Revision Documentation Regarding Multiple Uses to Date
 - b. Critique
- IX. Conclusion (1/2 page)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Socioeconomics
Prepared by Inyo County Planning Department
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County Priorities for Update/Revision
- IV. Setting (1 page)
 - a. History
 - b. Culture
 - c. Economics
 - d. Policy Direction (i.e., General Plan, etc.)
- V. Issues and Trends (2 pages)
 - a. Local Socioeconomic Dependency on Forest
 - i. Recreation
 - ii. Agriculture
 - iii. Mineral Extraction
 - iv. Locational Residential Choice
 - v. Other
 - b. Natural Resource Maintenance
 - c. Regional, State, and National Socioeconomic Trends
 - d. Multiple Uses
 - e. Land Exchanges
 - f. Payment in lieu of Taxes (PILT)
 - g. Historic Resources
- VI. Opportunities (2 pages)
 - a. Increased Utilization of Forest Resources
 - i. Recreation
 - ii. Agriculture
 - iii. Mineral Extraction
 - iv. Renewable Energy/Transmission
 - v. Other
 - b. Involving Local Stakeholders
 - i. Concessions/Contracting
 - ii. Public/Private Partnerships
 - iii. Volunteerism
 - iv. Other Partnering Opportunities

- c. Off-Forest Economic Development Tied to On-Forest Resources
 - d. Enhancing Socio-Cultural Resources
- VII. Constraints (2 pages)
 - a. Restricted Areas
 - i. Wilderness
 - ii. Inventoried Roadless Areas
 - iii. Wild and Scenic Rivers
 - iv. Developed Areas
 - v. Other Areas Restricting Multiple Use
 - b. Endangered Species (amphibians, big horn sheep etc.)
 - c. Sensitive Areas (wetlands, cultural resources, etc.)
 - d. Institutional
 - e. Fiscal
 - f. Cultural
- VIII. Forest Service Approach (1 page)
 - a. Summary of Forest Service Plan/Update Revision Documentation Regarding Socioeconomics to Date
 - b. Critique
- IX. Conclusion (1/2 page)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Access
Prepared by Inyo County Planning Department
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County Priorities for Update/Revision
- IV. Setting (1 page)
 - a. Historical Access Network
 - b. Late 20th Century Trend to Diminish Access
 - i. Wilderness
 - ii. Inventoried Roadless Areas
 - iii. Permitting
 - c. Roads
 - i. County
 - ii. Forest
 - iii. Other Agencies
 - d. Trails
 - e. Air
 - f. Access Sorts
 - i. Leisure
 - ii. Commercial Recreation
 - iii. Mining
 - iv. Agriculture
 - v. Law Enforcement/Search and Rescue
- V. Issues and Trends (2 pages)
 - a. Diminishing Access
 - b. Mitigation of Perceived Impacts Resulting from Access
 - c. Status of County Roads
 - d. Maintaining Infrastructure
 - e. Aging Population
 - f. Information Technology
 - g. Access Amenity and Residential Location Choice
- VI. Opportunities (2 pages)
 - a. Expanding Access
 - b. Potential New Uses
 - c. Transit/Ridesharing

- d. Funding
- VII. Constraints (2 pages)
 - a. Social Change
 - b. Regulation
 - c. Funding
 - d. Diminishing Access
- VIII. Forest Service Approach (1 page)
 - a. Summary of Forest Service Plan Update/Revision Documentation Regarding Access to Date
 - b. Critique
- IX. Conclusion (1/2 page)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Biological Resources
Prepared by Inyo County Planning Department
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County Priorities for Update/Revision
- IV. Setting (1 page)
 - a. Historical Attachment to Biological Resources
 - b. Important Resources to the County
 - c. Policy Direction (i.e., General Plan, etc.)
- V. Issues and Trends (2 pages)
 - a. Overall Biological Trends
 - b. Diminishing Deer Herds and Competition for Habitat
 - c. Multiple Uses/Ecosystem Services
 - i. Tourism
 - ii. Water
 - iii. Other
 - d. Special Status Resources
 - i. Listed Species
 - ii. Species of Conservation Concern
 - iii. Critical Habitat
 - e. Catastrophic Events
 - i. Fire (including out of control managed fire)
 - ii. Floods
 - iii. Earthquakes/landslides/mudflows
 - f. Managed Fire
 - g. Population Growth and Increasing Use
 - h. Potential Impacts to Important Forest Resources from Overuse/Development
- VI. Opportunities (2 pages)
 - a. Public/Private Partnerships
 - b. Conserving Resources/Species of Local Importance
 - i. Hunting
 - ii. Fishing
 - iii. Nature Tourism
 - c. Multiple Uses/Ecosystem Services

- i. Agriculture
 - ii. Timber
 - iii. Access
 - iv. Other Development (e.g., resorts, renewable energy, etc.)
 - d. Mitigation/Enhancement
 - e. Education
 - VII. Constraints (2 pages)
 - a. Permitting/Regulatory
 - i. Special-Status Species
 - ii. Species of Conservation Concern
 - iii. Critical Habitat
 - b. Off-Forest System Drivers
 - i. Climate Change
 - ii. Pollution from Central Valley
 - iii. Invasive Species
 - iv. Population Growth
 - c. Evolving Social Values
 - d. Disease
 - i. Human (West Nile, Hantavirus, Plague, etc.)
 - ii. Non-human
 - e. Catastrophic Events
 - VIII. Forest Service Approach (1 page)
 - a. Summary of Forest Service Plan Update/Revision Documentation Regarding Biological Resources to Date
 - b. Critique
 - IX. Conclusion (1/2 page)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Infrastructure
Prepared by Inyo County
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 Page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 Page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County priorities for Update/Revision
- IV. Setting (1 Page)
 - a. Roads and trails
 - b. Administrative facilities
 - c. Public Utilities
 - d. Private uses on National Forest Lands
 - e. Inyo County General Plan
- V. Issues and Trends (2 Pages)
 - a. Roads and Trails
 - i. Budget cuts for repairs and maintenance
 - ii. Stricter requirements for safety standards and resource protection guidelines
 - iii. Changing and increased usage
 - iv. Access
 - v. Natural Disasters on the forest and their impacts on County Maintained Roads and Communities
 - b. Services
 - i. Search & Rescue
 - ii. Fire Protection
 - iii. Law Enforcement
 - c. Admin Facilities / Recreational Facilities
 - i. Budget cuts and insufficient funding
 - ii. County Facilities on Forest Land
 1. Shooting Range
 - iii. Maintenance
 - d. Public Utilities
 - i. Dams / Possibility of Dam Failure and potential impacts on communities below

- ii. Renewable Energy resources
 - iii. Need for increased transmission infrastructure
 - e. Private Uses
 - i. Increased demand could require new infrastructure (i.e: fishing, packing, etc.)
 - ii. Communities within the Forest and their associated infrastructure: Aspendell, Starlite, Whitney Portal, Seven Pines (Kearsage Area), Parchers Camp, Rock Creek
- VI. Opportunities (2 Pages)
 - a. Funding sources
 - b. Coordination amongst agencies
 - c. Concessionaires
 - d. Volunteer groups
- VII. Constraints (2 Pages)
 - a. Financial resources
 - b. Environmental concerns
 - c. Designation of historic resources
 - d. Natural events (fire, earthquake, flood, mudflows)
 - e. Regulatory/Permitting
- VIII. Forest Service Approach (1 Page)
 - a. Summary of Forest Service Plan Update/Revision documentation regarding infrastructure resources to date
 - b. Critique
- IX. Conclusion (1/2 Page)

Draft Conceptual Public Outreach Plan - Inyo National Forest Plan Update/Revision

August 6, 2013

Prepared by Inyo County Planning Department

The Inyo County Board of Supervisors (BOS) will lead the County's public outreach effort for the Inyo National Forest Plan Update/Revision with assistance from the Inyo County Planning Department. This outreach effort is designed to engage the public at key junctures in coordination with the Forest Service's (FS) public participation efforts and provide public input for the BOS to focus its input to the Forest Service regarding the Plan Update. The Planning Department will coordinate with the BOS to publicize the meetings. In addition to public meetings conducted by the BOS at key milestones, the Planning Department will provide regular updates to the BOS and solicit input from the Planning Commission, Natural Resource Advisory Committee, and other County Committees/Commissions and stakeholders.

Due to uncertainty regarding the dates of the key milestones, the Public Outreach Plan is presented in a conceptual framework as follows:

Phase – Topic Papers (August 2013)

- Three public BOS meetings in the p.m. in Bishop, Big Pine, and Lone Pine during the public comment period (August)

Phase – Assessment (September – December 2013)

- One public BOS meeting in the p.m. in Independence for the coordination subphase (September)
- One public BOS meeting in the p.m. in Independence during the public comment period (October)

Phase – Need For Change (Winter 2014?)

- One public BOS meeting in the p.m. in Independence for the coordination subphase (Winter 2014?)
- One public BOS meeting in the p.m. in Independence during the public comment period (Winter 2014?)

Phase – Draft Plan/Environmental Impact Statement (2015?)

- One or more public BOS meetings in the p.m. in various communities for the coordination subphase (2014-2015)
- Three public BOS meeting in the p.m. in Bishop, Big Pine, and Lone Pine during the public comment period (2015?)

Phase – Final Environmental Impact Statement/Record of Decision (2016?)

- One public BOS meeting in the p.m. in Independence for the coordination subphase (2016?)
- One public BOS meeting in the p.m. in Independence prior to close of objection period (2016?)
- If needed, three public BOS meetings in the p.m. in Bishop, Big Pine, and Lone Pine after Record of Decision published (2016?)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

44

- 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: August 6, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meeting of A) July 2, 2013; B) July 9, 2013; and C) July 16, 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

45

Consent Departmental Correspondence Action Public Hearing
X Scheduled Time for: 11:00 a.m. Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Filling Unexpired Term for Office of District Attorney Including Possible Appointment

DEPARTMENTAL RECOMMENDATION:

Request your Board consider options for filling the unexpired term for the Office of District Attorney and, if your Board decides not to make an appointment at today's meeting, provide direction to staff.

SUMMARY DISCUSSION:

In a letter dated July 11, 2013, the District Attorney, Art Maillet, provided notification to your Board that he will retire effective August 10, 2013. He recommended that his Assistant District Attorney, Joel Samuels, be appointed to fill the remainder of his term, and attached a letter outlining Mr. Samuels' qualifications for the job. Copies of both letters are attached.

The options available to your Board for filling the unexpired term for the Office of District Attorney are the same as those available to your Board when Leslie Chapman resigned her position as Auditor-Controller earlier this year. A copy of the presentation made to your Board on April 16th, outlining these options, is attached.

In considering how to fill the unexpired term of Auditor-Controller on May 7th, your Board decided to 'recruit' for the position. Noting some urgency in filling the vacancy due to the upcoming County Budget process and need to begin preparing State Controller reports, your Board directed staff to conduct a locally-focused and streamlined recruitment process; one seeking letters of interest from qualified individuals, and lasting only a couple weeks.

Similar to the situation with the Auditor-Controller vacancy, your Board must make any appointment in open session, and is precluded from appointing someone as an Interim-District Attorney (e.g., once your board makes an appointment, the individual who is appointed will serve as the District Attorney for the remainder of the current term). And, as with the Auditor-Controller vacancy, until your board makes an appointment, the Assistant District Attorney will serve as Acting District Attorney by virtue of his position.

Although only one letter of interest was received for the Auditor-Controller vacancy, your Board found it advisable to still proceed with its agreed upon selection process, in open session, during the May 28th Board of Supervisors meeting. As a reminder, the recommended process included.

- i. Taking Public Comment on the Matter;
- ii. Inviting aspirants to make a presentation to your Board and the public, no longer than five-minutes in length, in which they described the role and responsibilities of the Auditor-Controller as they understood them, and describing why they are best qualified for the office;

- iii. Considering questions that will be distributed just prior to the agenda item, and asking them of aspirants as deemed appropriate or necessary;
- iv. Taking public comment a second time; and,
- v. Considering making an appointment to the unexpired term for the Office of Auditor-Controller ending January 2015.

The qualifications for the Office of District Attorney, as required by the State Statute are:

1. The candidate is admitted to the practice of law in the Supreme Court of California. (Gov. Code § 24002)
2. The candidate is a registered voter in Inyo County at the time of appointment. (Gov. Code § 24001)
This qualification may be waived by your Board.

ALTERNATIVES:

Your Board's alternatives with respect to filling the un-expired term for District Attorney are the same that existed for filling the un-expired term for Auditor-Controller as outlined in the presentation made on April 16th and attached here.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is sufficient funding in the approved County Budget to pay the District Attorney's current salary as established by your Board. Your Board may wish to change the salary for the office while it is vacant or before prospective candidates pull their papers.

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> Riddle Approved: _____ Date <u>7.29.13</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> Jue DC Approved: <u>✓</u> Date <u>7/30/13</u>

DEPARTMENT HEAD SIGNATURE:

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



Date: 07-30-2013



COURTHOUSE
INYO COUNTY, CALIFORNIA

ARTHUR J. MAILLET
INYO COUNTY DISTRICT ATTORNEY

- Reply to:
- P.O. Drawer D
168 North Edwards Street
Independence, California 93526
Phone (760) 878-0282
Fax (760) 878-2383
 - 230 West Line Street
Bishop, California 93514
Phone (760) 873-6657
Fax (760) 873-8359

July 11, 2013

Linda Arcularius, Chairperson
Inyo County Board of Supervisors
Post Office Drawer N
Independence, California 93526

Re: Retirement

Dear Ms. Arcularius:

I will be retiring as Inyo County District Attorney effective August 10, 2013. I would like to recommend my assistant, Joel Samuels, be appointed District Attorney for the remainder of my term. His qualifications are attached. Thank you.

Very truly yours,

Arthur J. Maillet
Inyo County District Attorney

AM/hjg
Enclosure
Cc: Personnel



**COURTHOUSE
INYO COUNTY, CALIFORNIA**

**ARTHUR J. MAILLET
INYO COUNTY DISTRICT ATTORNEY**

- Reply to:
- P.O. Drawer D
168 North Edwards Street
Independence, California 93526
Phone (760) 878-0282
Fax (760) 878-2383
 - 230 West Line Street
Bishop, California 93514
Phone (760) 873-6657
Fax (760) 873-8359

July 11, 2013

**Inyo County Board of Supervisors
Post Office drawer N
Independence, California 93526**

Re: Joel Samuels qualifications for District Attorney

Joel Samuels has been with the District Attorney's Office for eight (8) years and three (3) months and the last two (2) years as the Assistant District Attorney. During this time period he has become the most successful and best trial lawyer in Inyo County. There is no other public or private lawyer in Inyo County with his track record. He has put a number of people in prison for life, including a murderer and a child molester. He is respected by law enforcement and always has the best interest of the victim in mind when trying or settling a case.

He currently supervises the Deputy District Attorneys, and the support staff in the Bishop office, including the investigators, secretaries, office assistant staff and Victim Witness assistants.

He is familiar with the budget process and has represented the District Attorney at various meetings when the District Attorney has been unavailable.

The Legal system in California is changing in such a way that the emphasis under realignment is to treat and rehabilitate defendants. While this may be good it is making prosecutions more difficult, the victims appear to be taking a back seat with the court and probation. Mr. Samuels fights the good fight for the victim and will continue to do so despite the changes in the law.

Inyo County Board of Supervisors

July 11, 2013

Page Two

Mr. Samuels is quite familiar with the provisions and mandates of realignment. He will do his duty under the law, but will also fight for the rights of victims.

If you have any questions, please call.

Very truly yours,

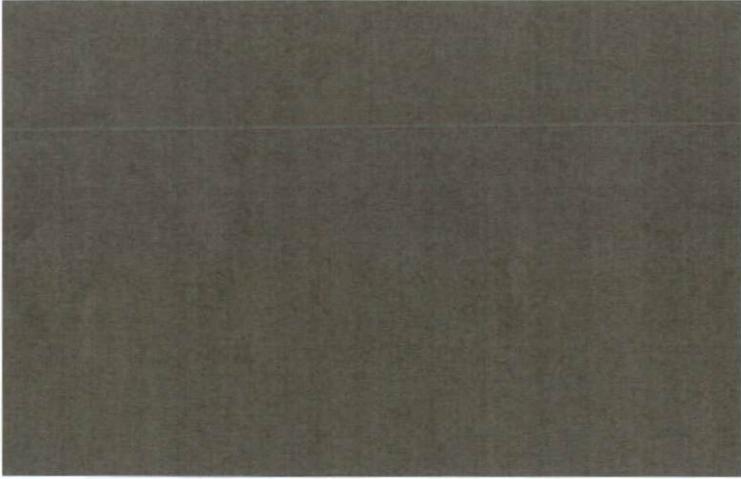


Arthur J. Maillet

Inyo County District Attorney

AM/hjg

Cc: Personnel



County Auditor- Controller

Consideration of
appointment and other
options

Status

- March 19, 2013: Auditor-Controller notified Board that she was in contract negotiations with Mono County for its Director of Finance job.
- **Resignation pending . . .**
- Mono Board acting on contract today?
- **Anticipated effective date of resignation: Wednesday, April 24, 2013.**

What now?

- Assistant Auditor-Controller becomes Acting Auditor-Controller by virtue of position
- Assistant remains Acting Auditor until Board of Supervisors appoints an individual to complete the current Auditor's term, or until next regularly scheduled election of County officers (June, 3, 2014)

Options to Consider

Do nothing?

- Government Code Section 25304: *"The Board of Supervisors shall fill by appointment all vacancies that occur in any office filled by the appointment of the board and elective county officers ..."*
- Taxpayer Writs requiring Boards to make appointments.

Decline to appoint (like Ventura)?

- Assistant Auditor Controller would remain Acting Auditor-Controller until first Monday in January after next election
- Will need to consider filling vacant Management Analyst position
- Future budgets might not sustain all three positions if someone other than Assistant elected to office

Options to Consider

Make appointment

- To fulfill remainder unexpired term; until January 2015
- Appointment must be made in Open Session
 - If Board chooses to interview prospective appointees, interviews must be conducted in public, too.
- Irrevocable
- If Assistant appointed, will need to backfill position

Fill a Finance Director position instead?

- Must be created by Ordinance of Board of Supervisors
- Ordinance must be submitted to, and approved by a vote of the people (Nov. 2013)
 - Elective or Appointed
 - Effective on expiration of elected terms
- **Not a short-term option**

Other options?

Special Election?

- Not allowed.

Can Board adjust Auditor's salary?

- Cannot change salary (reduce, or alter terms of compensation) after person has filed to run for office.
- Can change the amount or terms of compensation when vacant or before filing period

Appointment Options

- Appoint
 - Simply discuss candidates; make public appointment
- Recruit
 - Seek applications or letters of interest
 - Publicly interview applicants, or top applicants
 - Make appointment in Open Session
- County Requirements:
 - CPA; or,
 - Certified Professional Internal Auditor; or,
 - 3-years as County Auditor's Chief Deputy or Chief Assistant
 - A baccalaureate degree with major in accounting or its equivalent

Next Election: June 3, 2014

Candidate Filing	
Signatures-In-Lieu of Filing Fee Period	Dec 27, 2013-Feb 20, 2014
Declaration of Candidacy Period	Feb 10-Mar 7, 2014
Nomination Paper Period	Feb 10-Mar 7, 2014
Declaration of Candidacy Extension Period if Incumbent Does Not File	Mar 8-Mar 12, 2014
Primary Election Day	June 3, 2014
General Election Day if no candidate received 50%+1 in the Primary	November 4, 2014
Swearing in Date	January 5, 2015

Summary

Short-Term

1. Do nothing
 - May not be option
 - Fill Mgt Analyst?
2. Make Appointment
 - May need to backfill Assistant
3. Recruit / Interview / Appoint
 - May need to backfill Assistant

Longer-Term

1. Regular Election.
2. Ordinance and vote to create Finance Director position (Nov. 2013)?
3. Adjust salaries, or computation of compensation?



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

46

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

FROM: Kammi Foote, Inyo County Clerk/Recorder

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Establish A Fee for Perform Marriage Ceremonies by County Clerk

DEPARTMENTAL RECOMMENDATION:

Request the Inyo County Board of Supervisors:

- (A) Conduct a public hearing on an Ordinance entitled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Section 2.14.040 to the Inyo County Code to Establish Fee for Performance of Marriage Ceremony By County Clerk" authorizing the Inyo County Clerk to Collect a \$25.00 Fee to perform Marriage Ceremonies; and
- (B) Waive the First Reading and schedule the enactment of the Ordinance for 11:45 a.m., Tuesday August 13, 2013 in the Board of Supervisors Room, at the County Administrative Center in Independence.

SUMMARY DISCUSSION:

Historically, the Justices of the Superior Court have performed civil marriage ceremonies for couples in Inyo County. Although it has not been past practice, the County Clerk is also authorized to perform civil marriage ceremonies per statute. After consultation with Inyo County Superior Court, in order to ease overburdened court calendars and free up valuable court time, the County Clerk would also like to offer the public the option of having their civil marriage ceremony performed by the County Clerk. Because this will be a new task carried out during business hours, it is appropriate to establish a modest fee to cover the direct cost of providing this service. A fee study was conducted in accordance with applicable laws and statutes (attached).

In addition to conducting a fee study, a survey was done of other rural counties in California to ascertain the average cost of providing a similar service:

Service	Siskiyou	Shasta	Mono	Lassen	Plumas	Proposed Fee for Inyo
Civil Marriage Ceremony	\$66	\$50	\$124	\$25	\$50	\$25

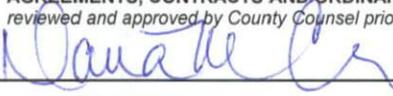
ALTERNATIVES:

- 1) The Inyo County Board of Supervisors could choose not to establish a fee for the performance of marriage ceremonies by the County Clerk. This would result in either not providing the service or not collected a sufficient fee to cover the cost to provide the service.
- 2) The Inyo County Board of Supervisors could choose to establish a fee for the performance of marriage ceremonies by the County Clerk in an alternative amount.

FINANCING:

It is anticipated that the additional fee as requested would generate approximately \$1,000 in revenues to the County Clerk (010300) budget in FY 2013/2014 and each subsequent fiscal year.

Service	Current Fee	Aver #/Yr	Proposed	Net Increase
Civil Marriage Ceremonies	N/A	40	\$25.00	\$1,000.00

<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: <u>yes 7/9/13</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes 7/10/13</u> 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)


Thomas Foster

Date:

7/18/13

Fee Study

Department: County Clerk
Service: Civil Marriage Ceremony

<u>Activity</u>	<u>Staff Involved</u>	<u>Time/Min.</u>	<u>Time/Hour</u>	<u>Rate</u> (W/Benefits)	<u>Total Fee</u>
1. Reviewing ID and License	Clerk-Recorder	2	0.033333333	\$61.11	\$2.04
2. Performing Civil Marriage Ceremony	Clerk-Recorder	20	0.333333333	\$61.11	\$20.37
3. Completing the License	Clerk-Recorder	8	0.133333333	\$61.11	\$8.15
			Total Fee		\$30.56

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING SECTION 2.14.040
TO THE INYO COUNTY CODE TO ESTABLISH FEE FOR PERFORMANCE OF
MARRIAGE CEREMONY BY COUNTY CLERK**

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

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to add Section 2.14.040 to the Inyo County Code to establish a fee for the performance of marriage ceremonies by the county clerk.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by Family Code Section 401, Government Code Section 26863 and Government Code Section 54985, which permits a county to increase the amount of a fee authorized by State law in order to meet the County's actual cost of providing the service associated with the fee.

SECTION THREE. FINDINGS.

This Board hereby finds, upon the documentary and oral information presented to it in connection with its consideration of this ordinance, that the fee established herein is fair, reasonable, and exceeds neither the actual nor reasonable cost to the County in the county clerk's performance of marriage ceremonies.

**SECTION FOUR. ADDITION OF SECTION 2.14.040 TO THE INYO COUNTY
CODE.**

Inyo County Code, Chapter 2.14 is hereby amended to add Section 2.14.040 to read as follows:

A fee of twenty-five dollars (\$25.00) shall be charged by the county clerk for the performance of marriage ceremonies as allowed pursuant to Family Code Section 401, or other applicable code section. Said fee shall be paid into the general fund of the county.

SECTION FIVE. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the remaining portion of this Ordinance. This Board of Supervisors hereby declares that it would have enacted this Ordinance and every section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or otherwise invalid.

SECTION SIX. EFFECTIVE DATE

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

**LINDA ARCULARIUS, Chairman
Inyo County Board of Supervisors**

**ATTEST: Kevin Carrunchio
Clerk of the Board**

By _____
**Patricia Gunsolley
Assistant Clerk of the Board**

Ordinance:ClerkMarriageFee

07-08-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

48

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for: 2:30 Closed Session Informational

FROM: County Administrator/Planning Department/County Counsel

FOR THE BOARD MEETING OF: August 6, 2013

SUBJECT: Term Sheet for and MOU between the City of Los Angeles Department of Water and Power and Inyo County concerning a proposed Southern Owens Valley Solar Ranch Project

DEPARTMENTAL RECOMMENDATION:

Consider approving the Term Sheet for an MOU with the City of Los Angeles Department of Water and Power (DWP) for the Proposed Southern Owens Valley Solar Ranch Project and providing direction to staff to prepare an MOU incorporating the provisions contained in the Term Sheet for further consideration by your Board.

SUMMARY DISCUSSION:

A little less than two years ago, DWP issued a Notice of Preparation (NOP) of Environmental Impact Report (EIR) for a proposed "Southern Owens Valley Solar Ranch" in the vicinity of Lone Pine. Two potential locations for the project were identified: (1) one south of Lone Pine adjacent to the north shore of Owens Lake and (2) the other east of Lone Pine on the east bank of the Owens River north of the Narrow Gage Road. The County provided input in response to the NOP on November 12, 2010,¹ raising numerous issues, such as the County's Renewable Energy Ordinance, the General Plan, socioeconomics, housing, public services, infrastructure, and others.

After the County provided its input, County and DWP staff worked to address areas of concern, but for many reasons, DWP's progress on preparing the EIR slowed. Recently, DWP staff contacted the County and reported that DWP is once again interested in moving forward on a commercial scale solar energy project in the Owens Valley. DWP also reported that the preferred location for the project is now in the vicinity of Manzanar, east of the Owens River. Since DWP's recent announcement, staff members from the County and DWP staff have been meeting to discuss the project and to discuss a potential agreement concerning the project. As a result of these discussions, a draft Term Sheet (Attachment 1) setting forth the provisions of a proposed MOU has been developed.

Preferred Project

DWP proposes to construct and operate the Southern Owens Valley Solar Ranch on 1,200 acres about seven miles southeast of Independence and 10 miles north of Lone Pine, roughly four miles west of Highway 395 on the north side of Manzanar Reward Road and east of the Owens River (refer to Attachment 2). The project will consist of 200 megawatts of solar photovoltaic (PV) panels (approximately 1,000,000 panels), transformers, collection systems, substations, a control building, access roads, and security systems. Minimal grading is proposed due to the relatively flat nature of the site. Two groundwater wells will be constructed as part of the

¹ Refer to <http://inyoplanning.org/documents/SolarRanchLtr11-12-10.pdf> for the County's correspondence.

project. It is expected that no more than 180 acre feet per year of water would be utilized during construction for dust control, and no more than 10 acre feet per year would be used during long-term operation (for dust control, landscaping, and cleaning); water supply is proposed from two on-site wells. Access is proposed via Manzanar-Reward Road. In the long-term, a minimal number of workers is expected.

The project is proposed to be constructed in four phases of 50 megawatt blocks each, beginning in 2014 and concluding in 2019. Each phase would take approximately two years. Typically, construction is expected to occur in eight-hour shifts Monday through Friday from 7:00 a.m. to 3:30 p.m., with some construction activities outside of these hours. Initially, approximately 70 workers would be on the site at any one time, increasing to a peak of approximately 350 workers in late 2015, and then declining to approximately 220 workers during the last year of construction. DWP has proposed that the construction workers will be housed throughout the region, presumably in existing housing and transient accommodations.

Summary of Effects on the County

Under the California Constitution and state statutes, the proposed DWP solar project will not result in an increase in property tax, and will not be subject to the County's land use and zoning. Moreover, the County will not receive sales and use tax as a result of the project because DWP intends to make the City of Los Angeles the location where such taxes will be paid. Due to DWP's status and its intention to have the sales tax go to the City of Los Angeles, the County is expected to incur costs and other effects due to the project that will not be offset by fees or taxes, primarily during the construction period, although long-term operational costs will also be incurred. These include² increased demand for law enforcement services, use of County facilities and other services (e.g., libraries, social services, code enforcement, weed management, parks, solid waste, etc.), and deteriorated infrastructure (e.g. roads). Construction effects of concern to the County include worker housing and traffic. Of particular concern is wear and tear on the Manzanar-Reward Road during the construction period. During construction, DWP currently proposes to disperse workers throughout nearby communities. Due to the limited amount of housing in the southern Owens Valley, increased demand for housing could displace residents, temporarily elevate costs, and result in construction of new housing and long-term depressed values (i.e., boom-bust cycle). Workers' use of hotel and motel rooms could displace tourists and decrease transient occupancy tax revenues.

DWP representatives have stated that the facility will be permanent, and that reclamation of the site is not an issue because DWP intends that it will be a permanent project.

Term Sheet

The draft Term Sheet addresses effects that are expected to be borne by the County, as well as other issues of concern.

1. **Direct County Costs.** The proposed Term Sheet includes \$4.5 Million to offset County costs.
2. **Housing, Services, and Infrastructure.** The proposed Term Sheet includes:
 - a. Access to a \$2 Million economic development loan to the County that may be utilized to develop short-term housing opportunities – such as full hook-up improvements to County campgrounds and/or local community housing stock – and provide funding for other community benefits that could be used to promote job and business development.

² Impacts to other agencies, such as fire protection districts, have not been evaluated by the County.

- b. DWP will increase its Feed-in-Tariff (FIT) program in the Owens Valley to provide for up to 10 megawatts in additional renewable energy development that can provide local benefits, including locally accruing sales/use taxes, development agreements with applicants, local expenditures during construction, and potential rebates to local property owners and lessees. County revenues generated by the FIT program could be utilized to defray other direct County costs.
 - c. The draft Term Sheet specifies DWP will pave and maintain Manzanar-Reward Road during the construction of the project, and during any subsequent construction, retrofit or decommissioning work.
3. **MOU with Inyo County Schools.** The proposed Term Sheet specified that DWP will enter into Energy Efficiency MOUs with Inyo County schools within its service area to leverage DWP programs and State resources to generate cost savings for the schools by improving energy efficiency, energy monitoring, building energy use, and other related systems.
 4. **Jurisdictional Issues.** The proposed Term Sheet provides for each jurisdiction to maintain its independent jurisdiction.
 5. **Local Hiring.** The proposed Term Sheet includes a commitment to develop a separate utility pre-craft trainee (UPCT) hiring program that will ensure at least 10 local participants during the project construction period with the goal to develop long-term, permanent DWP employment for these residents.

Conclusion

The draft Term Sheet provides a specific framework to refine an agreement to address the County's concerns. Similar to the County's agreement earlier this year with BrightSource Energy, if the provisions of the term sheet are incorporated into an MOU that is approved by the County and DWP, impacts of the project on the County should be reduced to acceptable levels.

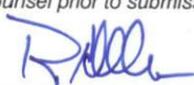
ALTERNATIVES: The Board may consider directing staff to renegotiate specific points with DWP; this is not recommended as County and DWP staffs have worked together at great length to arrive at the recommendation, and further negotiations could be time-consuming and potentially unproductive. A second alternative would be for the Board to refrain from entering into an MOU with DWP, if this alternative is followed, financial and other impacts will be incurred by the County as a result of the project, and unless the County is successful in getting a court to find that its renewable energy ordinance is enforceable against DWP, the County will not receive any funds from DWP to offset the impacts.

OTHER AGENCY INVOLVEMENT:

The County Administrator and Planning Director, in coordination with County Counsel, are overseeing the overall County response to the project and coordinating with DWP. All County departments are participating in the identification and documentation of potential impacts to the County. Other agencies, organizations, and persons will also be participating in the environmental review process, such as Caltrans, the California Department of Fish and Wildlife, local tribes, other local agencies, etc.

FINANCING:

General funds are utilized to support staff's efforts in monitoring DWP's activities. Funding for portions of the socioeconomic work has been from the Natural Resource Development budget (010204). County costs anticipated due to construction and operation of the project will be addressed as detailed in the Term Sheet.

<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: _____ Date <u>8-1-13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ 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:  Date: 08-01-2013
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Attachments:

1. Draft Term Sheet

**TERM SHEET FOR PROPOSED MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER AND
THE COUNTY OF INYO**

SOUTHERN OWENS VALLEY SOLAR RANCH

Once there is agreement on the term sheet, the agreed upon terms would become the basis of a "Memorandum of Understanding" between the County and LADWP to be signed by both parties prior to the close of the public comment period for the DEIR prepared by LADWP on the project. This draft MOU term sheet is non-binding and neither party is obligated to negotiate or agree to any particular term herein or enter into any agreement whatsoever, unless and until a final, binding agreement is approved by the governing bodies of both parties.

1. Commitment by LADWP to make a one-time payment to the County in the amount of \$4.5 million to offset project-related costs within 30 days after commencement of construction of the project. LADWP and the County recognize that the County may incur costs in support of the project in a variety of the County's service areas, including but not limited to those related to public health, safety, and welfare, transportation, communications and libraries.
2. Commitment by LADWP to, within 60 days of the execution of this MOU, to memorialize with the County the terms of an agreement to provide a one-time Economic Development Loan to the County in the amount of \$2.0 million so that the County can improve and/or develop County campgrounds and local community housing stock, or other community benefits that could be used to promote job and business development, under reasonable terms and conditions of loan mutually satisfactory to both parties. The essential terms and conditions of the loan will be identified in the MOU, however, the memorialized Economic Loan Agreement is subject to further approval of LADWP's governance authority.
3. Commitment by LADWP to expand the "feed in tariff" program in the Owens Valley to a total of 10 megawatts so that public and private entities may participate in directly selling LADWP electricity at a long-term fixed rate (LADWP will consider including lessees of the City of Los Angeles). The FiT will be located and built based on the ability of the distribution circuits to transport the incremental energy. LADWP will make its best efforts to execute the expansion solar project agreements no later than the commencement of construction. LADWP will work with Inyo County to register the project job sites as Inyo County. The essential terms and conditions of the Inyo County FiT Expansion Program

will be identified in the MOU, however, the memorialized Inyo County FIT Expansion Program is subject to further approval of LADWP's governance authority.

4. Commitment by LADWP that it will temporarily undertake the following responsibilities of the County:
 - LADWP will pave the Manzanar Reward Road from the Owens River to the project site before commencing construction of the project; and
 - During the time when the project is being constructed, LADWP will maintain the Manzanar Reward Road from Highway 395 to the project site (including the bridge/culvert crossing the Owens River) in accordance with County standards.
 - The project will be a long-term energy generation site, thus, LADWP has no plans to decommission the project; however, if after the project is constructed, LADWP retrofits, makes other major changes to, or decommissions the project, LADWP will maintain the Manzanar Reward Road during the period of such work.
5. Local Hiring – LADWP shall commit to offer a separate utility pre-craft trainee (UPCT) hiring book for Owens Valley. LADWP shall commit to add at least ten local employees to UPCT program during the project construction period with the goal to develop long-term permanent LADWP employment.
6. MOU with Inyo County Schools -- Prior to commencement of the construction, LADWP shall make commercially reasonable efforts to negotiate and establish an Energy Efficiency MOU with the Inyo County School Districts. The MOU will include programs to improve energy efficiency, energy monitoring, building energy usage, and other related systems.
7. Description of the project.
8. Site map of the project.
9. The two groundwater wells to be constructed by LADWP and used during project construction and operation will not be connected to the Los Angeles Aqueduct or to the Owens River and the water pumped from the wells will only be used on the project site and the total annual amount of groundwater pumping from the two wells are not expected to exceed 190 acre feet during construction, and 10 acre feet during long-term operations.
10. In consideration of the commitments by LADWP in the MOU, the County will not request or require LADWP to obtain any project-related permits, including but not limited to building, grading, zoning, land use, or general or specific plan permits or actions (including but not limited to any under the Title 21 Renewable Energy Development Ordinance), and the County will not seek any other exactions, fees or processes except as may be specifically set forth in the final MOU.

11. The parties agree that the proposed project is not consistent with the County's General Plan. Pursuant to Government Code section 65402(b), LADWP provide a report to the County's planning agency as to conformity with the General Plan.
12. If LADWP Board of Water and Power Commissioners adopts the Final EIR for the proposed project, which may include a Statement of Overriding Considerations, the County will not challenge or support any challenge to the project or the Final EIR for the project.
13. Schedule for construction of the project.
14. Description of the proposed dust control measures that will be implemented during construction and operation of the project.
15. The terms and conditions of the final MOU will not have precedential effect on other potential dealings on unrelated future matters that may occur between the LADWP and the County nor will they alter existing agreements between LADWP and the County or create a precedent with regard to future LADWP projects in Inyo County.

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INYO
 ADMIN
 CLERK

July 12, 2013

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

Dear Supervisors:

The Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Friday, September 20, 2013, at 6:00 a.m., through Sunday, September 22, 2013 at midnight, so that ICA can hold the 22nd annual Millpond Music Festival.

We are in the process of booking the line-up for the Festival and have contracted with many of the artists. Inyo and Mono County students through eighth grade will be admitted free. Free tickets are also offered to underserved constituents including Owens Valley seniors and the Owens Valley Native American tribes.

In addition, many of the Millpond performers will be giving performances at Inyo County schools before and after the festival.

Thank you for your continued support and cooperation.

Sincerely,

Lynn Cooper
 Executive Director

