

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 20, 2013

8:30 a.m. 1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** – Decision whether to initiate litigation (one case).
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

11. PUBLIC COMMENT
12. COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

13. **Museum** – Request approval to pay Death Valley Chamber of Commerce \$3,500 for website upgrades and adding three new languages to the site and \$3,000 for producing and printing the 2013 Death Valley Visitor's Guide, which are both FY 2012-13 Community Sponsorship Grant Projects.
14. **Purchasing** – Request Board award the Printing bid for FY 2013/14 to Hannigan Company, Inc.; and authorize purchase orders to be issued for various departments from this bid.
15. **Personnel** – Request Board A) approve the Contract between the County of Inyo and Margaret Kemp-Williams for the provision of personal services as the County Counsel, at a monthly salary of \$12,000 (including premium pay), effective September 2, 2013, and authorize the Chairperson to sign; and B) approve a Resolution titled "A Resolution of the Board of Supervisors, State of California, Amending Resolution 2006-06 Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo."

PUBLIC WORKS

16. Request approval of Amendment No. 1 to the Contract between the County of Inyo and Pacifica Mutual Consultants for performance of a triennial performance audit of the Inyo County Local Transportation Commission, extending the ending date of the Contract to October 31, 2013; and authorize the Chairperson to sign.
17. Request approval of a Resolution accepting the improvements for the Lone Pine Sheriff's Substation Addition Project and authorizing the recording of a Notice of Completion for the project.

SHERIFF'S DEPARTMENT

18. **Emergency Services** - Request Board declare ESRI as a sole-source provider of Enterprise License Renewal agreement services; authorize a purchase order to ESRI for the Enterprise License Renewal Agreement in an amount not to exceed \$81,000, contingent upon the Board's approval of future budgets; and authorize the County Administrator to sign the Agreement for a three year period.

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

19. **HEALTH AND HUMAN SERVICES – Health Services** – Request Board A) change the authorized strength by adding one full-time Prevention Specialist position at Range 60 (\$3,271 - \$3,973); and B) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the position of Prevention Specialist 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 Prevention Specialist at Range 60, contingent upon the Board's adoption of a FY 2013-14 budget.

20. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board A) restructure the Behavioral Health Division by changing the authorized strength by deleting one full-time Case Manager II position at Range 60 (\$3,271 - \$3,973) and adding one full-time Social Worker IV position at Range 69 (\$4,041 - \$4,904) or a Psychotherapist position at Range 78 (\$4,997 - \$6,074) depending upon the qualifications of a successful candidate; and B) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the position of Social Worker IV or Psychotherapist and Case Manager II exists in the Behavioral Health 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 positions 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 either one Social Worker IV at Range 69 or a Psychotherapist at Range 78 and one Case Manager II at Range 60.
21. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board A) restructure the Behavioral Health Division by changing the authorized strength by deleting one B-PAR Health and Human Services Specialist position at Range 53PT (\$14.88 - \$18.12/hr.) and adding one B-PAR Case Manager Series (I-III) at Ranges 57PT to 064PT (\$16.32 - \$23.28/hr.) and B) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the position of a B-PAR Case Manager exists in the Behavioral Health 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 Case Manager I at 57PT (\$16.32 - \$19.84) or II at Range 60PT (\$17.53 - \$21.29) depending upon qualifications.
22. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Social Worker IV or Psychotherapist exists in the Behavioral Health 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 Social Worker IV at Range 69 (\$4,041 - \$4,904) or Psychotherapist at Range 78 (\$4,997 - \$6,074).
23. **HEALTH AND HUMAN SERVICES – Tobacco Prevention Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Human Services Supervisor exists in the Tobacco 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 full-time Human Services Supervisor at Range 66 (\$3,757 – \$4,574).
24. **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 positions of Integrated Case 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 two Integrated Case Worker I at Range 60 (\$3,271 - \$3,973) and/or II at Range 64 (\$3,590 - \$4,363) depending upon qualifications.
25. **HEALTH AND HUMAN SERVICES – Health Services** – Request approval of a Resolution authorizing and directing the Director of Health and Human Services to sign and take all action necessary to ratify the Agreement regarding Certified Public Expenditures for County Jail “Patient Inmates” by and between the County of Inyo and the County Medical Services Program (CMSP) Governing Board (“CPE Agreement”), for the period of July 1, 2013 through June 30, 2014, in an amount not to exceed \$5,000, contingent upon the Board’s adoption of a FY 2013-14 budget.
26. **HEALTH AND HUMAN SERVICES** – Request approval of an annual bulk purchase of ESTA bus passes for Health and Human Services Programs in an amount not to exceed \$11,863, contingent upon the Board’s adoption of a FY 2013-14 budget.

27. **TREASURER-TAX COLLECTOR** – Request approval of a Resolution pursuant to the provisions of Article XVI, Section 6 of the California Constitution, thereby approving an interim loan from the County Treasury to the Olancha Community Service District in the aggregate amount of \$20,000 for the purpose of financing the District's operational costs during FY 2013-14 prior to receipt of their annual property tax apportionment.
28. **WATER DEPARTMENT** – Request Board adopt, contingent upon the same by LADWP A) the 2013-2014 Fiscal Year LORP Annual Work Plan, Budget, Schedule; and B) the Amendment to the Work Plan titled Lower Owens River Project Adaptive Management Response to the Lone Pine Fire.
29. **CLERK OF THE BOARD** – Request approval of the minutes of the August 5, 2013 Special Board of Supervisors Meeting.

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

- 11:00 a.m. 30. **WATER DEPARTMENT** – Request Board conduct a workshop to receive a recommendation from the Inyo County Water Commission and hear a presentation from the Big Pine Paiute Tribe related to the "Bartell Parcel."
- 11:30 a.m. 31. **PLANNING** – Request Board A) consider and approve a Resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring its Intent to Vacate that Portion of Birch Street in West Bishop and Setting and Providing Notice of a Public Hearing on Said Vacation; and B) set the public hearing pursuant to the California Streets and Highways Code for September 3, 2013 at 11:30 a.m.
- 1:30 p.m. 32. **PUBLIC WORKS** – Request Board conduct a workshop regarding recent reports about the operation and condition of the water systems (Lone Pine, Independence, and Laws) and provide direction regarding the County's options for operating the systems including through an operator, a lease and/or a rate study for the purposes of increasing rates.
- 6:00 p.m. 33. **NOTIFICATION OF SPECIAL MEETING** - The Board of Supervisors will conduct a Special Meeting at the Bishop City Council Chamber at 377 W. Line Street, in Bishop, to take input from the public on the proposed Topic Papers being prepared to guide the development of a new Inyo National Forest Management Plan.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

34. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

35. **TREASURER-TAX COLLECTOR** – 2012-2013 Annual Transient Occupancy Tax Report.
36. **NATIONAL PARK SERVICE – DEATH VALLEY NATIONAL PARK** – Notification of application to provide cellular telephone service to the residents and visitors of Stovepipe Wells.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Death Valley Chamber of Commerce for successfully completing two 2012-13 CPSP projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments of \$3,500 to the Death Valley Chamber of Commerce for website upgrades and adding three new languages to the site; and \$3,000 for producing and printing the 2013 Death Valley Visitor's Guide, both are 2012-13 Community Project Sponsorship Grant projects funded from the 2012-2013 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Death Valley Chamber of Commerce was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$7,000 in February of 2013 for upgrading the Chamber website. The upgrade included adding three new translation options for the site: Italian, Dutch and a dialect of Chinese (a previous CPSP grant enabled the Chamber to offer translations in French, German and Spanish). The Chamber noted that "foreign language fluent speakers have verified that translations of our website material are clear, contextual, and understandable." This has helped the Chamber to provide travel itineraries and related tourist information to non-English speaking travelers and visitors. The upgrade also included installation of a "sophisticated, multi-level security features," which are working well. The site is experiencing higher traffic and a marked increase in material being downloaded from the website, usage that has exceeded the Chamber's estimates. The Chamber concluded that as its website "grows in popularity, it is rapidly garnering a position as the primary 'go to' online source for area visitor information. Earning this reputation as a premier web resource reflects well on Death Valley but also extends to Inyo County as a whole." (See attached Final Report.)

After contracts were finalized, half the grant funds (\$3,500) were disbursed to the Death Valley Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,500. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Death Valley Chamber of Commerce was awarded a FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$6,000 in February of 2013 for producing and printing the 2013 Death Valley Visitor's Guide. The Guide featured "engaging articles and photographic coverage" of "America's Outback," including coverage of Death Valley's mining history, the Borax 20-Mule Train, and bighorn sheep. Once again, requests for the magazine outstrip the number published, but visitors are able to download the publication from the Chamber website. "The eye-catching appeal of this magazine is based in large part on the glossy photographic format used to showcase area treasures throughout Southern Inyo County as well as within the boundaries of Death Valley National Park," the Chamber noted. (See attached Final Report.)

After contracts were finalized, half the grant funds (\$3,000) were disbursed to the Death Valley Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,000. The organizers 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 request.

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

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

APPROVALS

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

DEPARTMENT HEAD SIGNATURE: Priser for Len Klusmire Date: 8/14/13
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Supervisors Report

Web Upgrades

The Web Upgrades project undertaken in 2013 by the Chamber featured three new translation options; Italian, Dutch, and a dialect of Chinese. A resultant spike in visitor contact from these language demographics has proven the Chamber's underlying theory that "if we add it, they will come." There is a wide disparity between translation applications ranging from marginal to fully conversational. Foreign language fluent speakers have verified that translations of our website material are clear, contextual, and understandable. The Chamber is committed to providing non-English speaking domestic and international browsers on-demand access to travel itineraries and related tourist information without any significant amount of data being "lost in translation". To this end, it appears that our continued efforts in this direction have been very effective.

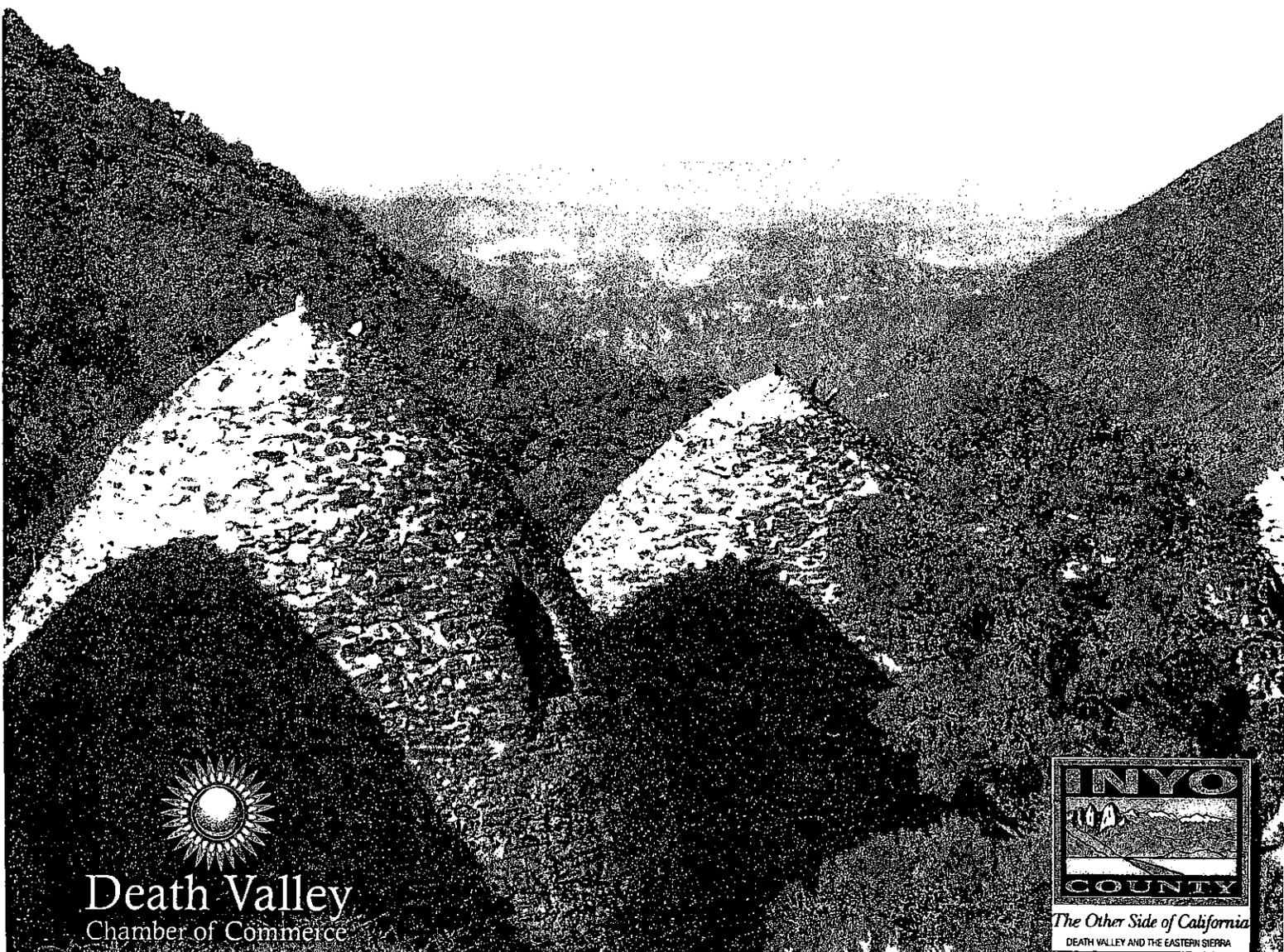
As well, the sophisticated multi-level security features implemented this year have proven victorious in immediately detecting and barring hack attempts, malicious script attacks, and "piggyback" phishing threats that caused serious concerns in 2012. To date, (knock on wood) there have been no incidents of defense breach this year, saving countless hours of Chamber staff time and Webmaster mitigation. The site remains constant and available on a 24/7 basis without disruption, service denials or downtime.

The overall volume of traffic to the site combined with the number of visitors who have participated in downloading a digital copy of the Death Valley Visitor Guide has grown well beyond the conservative projections of staff. Given the encouraging trend we are monitoring, it is possible to predict that we will continue to realize additional savings in postage costs. Coupled with a longstanding goal of achieving "greener", faster, and wider distribution, we are happy to see this download feature increasingly utilized. The compelling nature of the Visitor Guide's format, combining well-written articles of historical and regional interest with beautiful photographs of enigmatic Death Valley Park and gateway communities, continues to engage and educate curious web surfers.

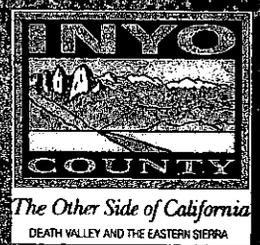
The Death Valley Chamber is sincerely grateful for the opportunity afforded to us by the CPSP Grant Award. This award has allowed us to continue to serve proudly and effectively as tourist ambassadors on the worldwide web for another year. As the Chamber website grows in popularity, it is rapidly garnering a position as the primary "go to" online source for area visitor information. Earning this reputation as a premier web resource reflects well on Death Valley but also extends to Inyo County as a whole.

Without the financial support of the CPSP Grant award, our mission to promote the destinations, businesses, and treasures of Southern Inyo County would be impossible. We thank each of you for your continued support of this vital community program. We also want to thank Jon Klusmire, Laura Piper, and the CPSP Committee for all their dedication and championship of projects and events of merit throughout Inyo County.

A VISITOR'S GUIDE TO
DEATH VALLEY
2013 EDITION



Death Valley
Chamber of Commerce





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

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

FROM: Administration-Purchasing
By Emma Bills, Purchasing Specialist

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Award of Bid No. 2013-07 Printing for 2013-14 FY

DEPARTMENTAL RECOMMENDATION:

Request award of Bid No. 2013-07, Printing for 2013/14 FY to Hanigan Company, Inc., and authorize purchase orders to be approved for various County Departments to order printing from this bid for the 2013/14 Fiscal Year.

SUMMARY DISCUSSION:

The items on this bid consist of letterhead, forms, envelopes, business cards, etc., that the departments anticipate needing during the coming year.

Bid packets were mailed and the bid was advertised. Following is a recap of the two bids which were received: (Please note that listed amounts do not include sales tax.)

<u>VENDOR</u>	<u>BID AMOUNT</u>
Community Printing	\$14,773.00
The Hanigan Company, Inc.	\$15,346.91

Due to a calculation error on the bid which was submitted by Community Printing, Community Printing determined that it was necessary for them to withdraw their bid. The Hanigan Company, Inc. was the only remaining bidder.

It is therefore recommended that The Hanigan Company, Inc. be awarded the contract.

ALTERNATIVES:

Your Board could choose not to award this bid, or authorize the approval of purchase orders, but this alternative is not recommended. The Purchasing Department, through competitive process, has obtained the best prices available.

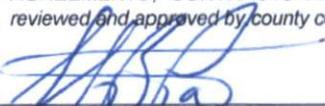
OTHER AGENCY INVOLVEMENT:

The departments submitted samples of each item to be included in the bid, with a description and quantity they anticipate ordering, to Purchasing for the bidding process.

FINANCING:

Traditionally, County departments have included the cost for printing needs in the appropriations in their budgets.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/15/2013</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>8/15/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 08-15-2013

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2013-~~14~~ Print Bid

Bid Opening Date: 8-12-13 Location: County Admin Center

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Community Printing	\$ 14 773.00			
2.	Hannigan Co. Inc.	15346.91			
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Pat Gusselley

Present: Kelley Williams



Kelley Williams

From: Community Printing <communityprinting@gmail.com>
Sent: Thursday, August 15, 2013 9:06 AM
To: Kelley Williams
Subject: printing bid

Thanks for the heads up.
Please withdraw my bid.
Pete



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

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

FROM: County Administrator

FOR THE BOARD MEETING OF: **August 20, 2013**

SUBJECT: Personnel Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board approve: A) Contract between the County of Inyo and Margaret Kemp-Williams for the provision of personal services as the County Counsel at a monthly salary of \$12,000 (including premium pay) effective September 2, 2013 and authorize the Chairperson to sign. B) Approve Resolution 2013-____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

At the conclusion of interviews and negotiations, your Board directed Staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 207, which outlines all the terms and condition of employment.

ALTERNATIVES:

Your Board could choose to not approve this contract and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel
 Personnel

FINANCING:

This position will be budgeted in FY 2013/14 County Counsel Budget

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>8/19/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <u>[Signature]</u> Approved: <u>✓</u> Date <u>8-15-13</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>[Signature]</u> Approved: <u>✓</u> Date <u>8/15/13</u>

DEPARTMENT HEAD SIGNATURE:

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

Kevin Aruncho by [Signature] Date: 8/15/13
[Signature]

RESOLUTION NO. 2013-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7a of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	January 1, 2012	August 20, 2013
Ag Comm/Weights and Measures	\$8,618.00	\$8,200.00
Chief Probation Officer	\$8,549.00	\$8,549.00
Child Support Director	\$7,500.00	\$7,500.00
County Administrator	\$13,201.00	\$13,201.00
County Counsel	\$9,800.00	\$12,000 (with 10%)
Environmental Health Director	\$8,362.00	\$8,362.00
Health and Human Services Director	\$10,273.00	\$10,273.00
Planning Director	\$8,200.00	\$8,200.00
Public Works Director	\$8,343.00	\$9,849.00
Water Director	\$9,260.00	\$9,260.00

PASSED AND ADOPTED this 20th of August, 2013 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant

AGREEMENT BETWEEN COUNTY OF INYO
AND Margaret Kemp-Williams
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY COUNSEL

INTRODUCTION

WHEREAS, _Margaret Kemp-Williams (hereinafter referred to as "Officer") has been duly appointed as County Counsel for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, those services and work as required by law, including, but not limited to those duties outlined in Government Code Sections 26256, 26520, 27642, 26520, 27642, 26529, 27646, 26522, 26523, 26254, 27647, Elections Code 9105, Penal Code section 934, Welfare and Institutions Code sections 318.5, 5000, et seq and any other duties as may be assigned by the Board of Supervisors.

Services and work provided by the Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from September 2, 2013, until terminated as provided below.

3. CONSIDERATION.

- A. Compensation. County shall pay Officer a salary of \$12,000 per month for the services and work which are performed by Officer. This salary includes the 10% Premium Pay (Resolution 2007-22)
- B. Moving Stipend: County will pay \$7,500 to Officer for moving expenses once Officer is living in Inyo County.

- C. Benefits. County will provide Officer with the same benefits, allowances, and other benefits, except sick leave buy back, which the County provides to other County Department Heads, as a group.
- D. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status merit system employees. County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid, or which are incurred by the Officer without the proper approval of the County.
- E. County will provide and maintain a motor vehicle for Officer's use. Such vehicle will be assigned to Officer for her exclusive use as required by his twenty-four hour emergency and professional response requirements within the County. The vehicle may be used for business purposes according to Inyo County policy and may be used to commute between Officer's residence and County offices and may be stored at Officer's residence.
- F. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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.
- G. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.
- H. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

4. WORK SCHEDULE AND PRIMARY OFFICE.

Officer shall maintain normal office hours during the workday. Officer is expected to devote necessary time outside normal office hours to meet his or her obligation to perform the services and work as required by statute and the Board of Supervisors. The County Counsel office shall be in Independence. . Officer shall schedule any appointments for medical treatment, or other personal appointments so as to minimize the inconvenience to fellow employees and the impact on his ability to perform his work.

5. ANNUAL REVIEW

The Board of Supervisors will review Officer's performance annually. As a result of those reviews, the Board of Supervisors may amend this Contract to provide an increase or decrease in Officer's compensation.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal

governments for Officer to provide the services and work described in the Scope of Work must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer 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, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, and permits necessary for Officer to practice law in the State of California and before all appropriate federal courts. All other licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the Scope of Work. Where there is a dispute between Officer 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in the Scope of Work in this Agreement.

- A. Supplies. Equipment etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.
- B. Products of Officer'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 or product of, Officer'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, Officer will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the County Counsel of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in the Scope of Work.

10. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

This Agreement may be terminated without cause by the County at the expiration of Officer's four (4) year statutory term of office as County Counsel by County giving to Officer written notice of such intent to terminate at least ninety (90) days before the expiration of such term of office. If County does not give such notice at ninety (90) days before expiration of Officer's term of office, Officer will be reappointed for another four (4) year term.

Officer may be removed at any time as provided by Government Code Section 27641. Such removal terminates this Agreement.

Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate this Agreement with the County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

Officer agrees that she 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. Officer agrees to complete and file appropriate conflict of interest statements,

16. POST AGREEMENT COVENANT.

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, 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.

18. 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.

19. NOTICE.

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

County of Inyo

County Administrative Officer
P. O. Box N
Independence, CA 93526

Department
Street
City and State

Officer:

Margaret Kemp -Williams
1120 10th Street
Colusa, CA 95932

Name
Street
City and State

20. 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.

21. ATTORNEY FEES

In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provisions of this Agreement, each party shall bear its own attorneys' fees, expenses, and costs.

22. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Interpretation.
The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party. AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF PERSONAL SERVICES

AS COUNTY COUNSEL

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

COUNTY OF INYO	OFFICER
BY: _____	BY: <i>Margaret Kemp-Williams</i> Print or type Name <i>Margaret Kemp-Williams</i>
Dated: _____	Dated: <i>August 14, 2013</i>
APPROVED AS TO FORM AND	



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

16

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Approval of Amendment No. 1 to the contract for consulting services with Pacific Municipal Consultants (PMC) extending the time period for the completion of a Triennial Performance Audit of the Inyo County Local Transportation Commission from August 31, 2013 to October 31, 2013.

DEPARTMENTAL RECOMMENDATIONS: Request Board approve Amendment No. 1 to County of Inyo Standard Contract No. 113 between the County of Inyo and PMC to extend the term of the contract to October 31, 2013 for the completion of a Triennial Performance Audit of the Inyo County Local Transportation Commission; and authorize the chairperson to sign contingent upon the boards adoption of 2013-2014 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board approved the award of a contract for the completion of a Triennial Performance Audit of the Inyo County Local Transportation Commission to PMC on January 22, 2013 for a term from 1/22/13 to 8/31/13. The Public Works Department administers the contract with PMC. PMC was unable to begin working on the contract as early as their original proposal indicated. When it became apparent that the Triennial Performance Audit would not be completed by the June 30, 2013 deadline, staff submitted a letter requesting a time extension and the Caltrans Division of Mass Transportation granted an extension to complete the project by October 4, 2013. PMC has indicated they will be able to complete the contract by this date. Public Works Department staff has digitally transferred all of the necessary background material for the project and also participated in a kickoff meeting for the performance audit on July 27, 2013.

Every three years the LTC is responsible to fund a performance audit that evaluates the efficiency, effectiveness, and economy of recipients of organization's operations. The audit consists of three main areas of focus that include a review of compliance with the Transportation Development Act, a review of functional areas and a review of the status of prior year performance audit recommendations. This performance audit will cover the three-year period from July 1, 2009 to June 30, 2012.

ALTERNATIVES:

The board could choose not to approve the amendment to extend the contract. This is not recommended, as it would create further delays. County staff has provided background material to the consultant and participated in a kickoff meeting

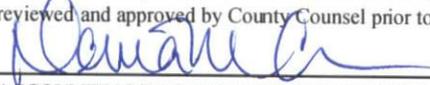
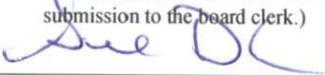
OTHER AGENCY INVOLVEMENT:

Inyo County Local Transportation Commission (funding and review) and California Department of Transportation (review).

FINANCING:

This contract extension will not change the contract amount. Contract payment will be made from Transportation and Planning Budget No. 504605, Professional Services object code 5265 for the preparation of the Triennial Performance Audit. There is currently \$11,000 budgeted in this project and the proposal came in an amount not to exceed \$11,000.

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>8/8/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) 	Approved: <u>yes</u>	Date <u>8/9/13</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 	Approved: <u>J</u>	Date <u>8/13/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/13/13

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Pacific Municipal Consultants. (PMC)
FOR THE PROVISION OF CONSULTING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Pacific Municipal Consultants of Rancho Cordova, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of consulting services dated January 22, 2013, on County of Inyo Standard Contract No. 113, for the term from January 22, 2013 to August 31, 2013.

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

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

1. Paragraph 2 is amended to read as follows:

TERM. The term of this Agreement shall be from January 22, 2013 to October 31, 2013 unless sooner terminated as provided below.

The effective date of this amendment to the Agreement is August 20, 2013.

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

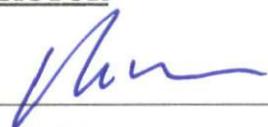
**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Pacific Municipal Consultants (PMC)
FOR THE PROVISION OF CONSULTING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____, 2013.

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____

Dated: _____

Dated: 8-2-2013 _____

APPROVED AS TO FORM AND
LEGALITY:



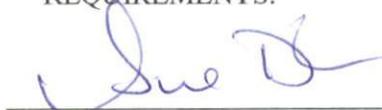
County Counsel

APPROVED AS TO ACCOUNTING
FORM:



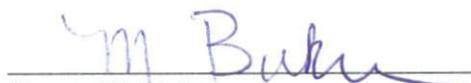
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

pu



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

17

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 20 , 2013

SUBJECT: Resolution and Notice of Completion for the Lone Pine Sheriff's Substation Addition Project

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend the Board approve the resolution accepting the improvements for the Lone Pine Sheriff's Substation Addition Project; and
2. Authorize the recording of a Notice of Completion for the Lone Pine Sheriff's Substation Addition Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: RE-Com Development Company of Bishop, California recently completed construction of the Lone Pine Sheriff's Substation Addition Project. The primary objective of the project was to install a 4 unit modular addition to the existing Sheriff's Substation which allows for additional space utilization for the Sheriff's Department in the Lone Pine Substation. The space includes a training room, evidence processing room and evidence storage as well as additional office space.

The total construction contract amount for the Lone Pine Sheriff's Substation Addition Project is \$120,777. The total final cost of the project, including construction, construction engineering and oversight, is estimated at \$135,000. The project is funded through the County Deferred Maintenance Budget.

On July 29, 2013 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached resolution, which accepts the completed improvements and authorizes the Public Works Director to record a notice of completion for the project, which formally accepts the work.

The notice of completion limits the time periods for claims and establishes the date the contractor is paid the remaining funds due under the contract (the retention).

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the notice of completion could not be filed. Choosing not to approve the resolution is not recommended because it will extend the time period during which stop notices can be submitted and will delay the release of retention to the contractor.

OTHER AGENCY INVOLVEMENT: Inyo County Sheriff's Department, who uses the modular building for the Southern Owens Valley area Substation. County Counsel has reviewed the resolution and this agenda item. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The funds for this project will be provided through the County's Deferred Maintenance Budget 022705, (Object Code 5640, structures and improvements).

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>[Signature]</u> Date <u>8/8/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>[Signature]</u> Date <u>8/13/13</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>NA</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 8/13/13

RESOLUTION # 2013 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE LONE PINE SHERIFF'S SUBSTATION ADDITION PROJECT**

WHEREAS, Clint Quilter, Director of Public Works for the County of Inyo, has determined that the Lone Pine Sheriff's Substation Addition Project has been completed by RE-Com Development Company in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Lone Pine Sheriff's Substation Addition Project.

Passed, approved and adopted this 27th day of August, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk to the Board

**RECORDING REQUESTED BY
AND TO BE RETURNED TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 North Edwards Street / PO Drawer Q
Independence, CA 93526

**RECORDING REQUESTED BY
AND TO BE RETURNED TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Lone Pine Sheriff's Substation Addition Project, on the property hereinafter described was completed on July 29 , 2013 and was accepted by the Inyo County Board of Supervisors on August 27 , 2013.
2. The property on which the Lone Pine Sheriff's Substation Addition Project has been completed and located is on the Grounds of the Lone Pine Sheriff's Substation, located at 726 North Main Street, Lone Pine, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the modular buildings where the work occurred, located at 726 North Main Street, Lone Pine, California.
4. The undersigned Clint Quilter is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted August 27 , 2013 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Lone Pine Sheriff's Substation Addition Project pursuant to contract with the owner is RE-Com Development Company.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Clint Quilter, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Clint Quilter, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Lone Pine Sheriff's Substation Addition Project, and which entity is the lessor of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Clint Quilter
Director of Public Works



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 18

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

FROM: Sheriff's Department / Disaster Services

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Request approval to purchase.

DEPARTMENTAL RECOMMENDATION:

- A) Request Board approval to purchase Enterprise License Agreement (ELA) renewal in amount not to exceed \$81,000; and,
- B) Request Board approval for ESRI to be the sole source provider in this agreement; and,
- C) Request Board authorization for County Administrator, Kevin Carunchio to sign on behalf of the County of Inyo to enter into a three-year Enterprise License Agreement with ESRI – contingent upon adoption of future budgets.

SUMMARY DISCUSSION:

Inyo County strives for technical compatibility with other agencies. At present, every local response agency's Geographic Information System (GIS) is based on ESRI's GIS software. The Enterprise License Agreement will assist the County of Inyo, as well as Bishop Police and Bishop Fire, (both of whom are partnering agencies and part of the Authorized Body for the Homeland Security Grants), in providing a three-year GIS use license. ESRI is the only vendor that provides this specific software and service.

The ELA requires a three-year commitment; and will be paid for by the 2011 Homeland Security Grant, and the 2012 Homeland Security Grant; this purchase has been approved by CalOES. After the ELA is effective the need to purchase individual annual licenses will be eliminated until the three years concludes.

ALTERNATIVES:

Your Board could choose not to approve ESRI as a sole source provider, but this alternative is not recommended.

OTHER AGENCY INVOLVEMENT:

County Departments, Bishop Police, Bishop Fire

FINANCING:

The FY11 and FY12 Homeland Security Grants will fund the purchase of the ELA; expend \$40,027 out of Homeland Security Grant number 623711, and \$40,973 out of Homeland Security Budget 623712, object code 5177.

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>7/31/2013</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>8/7/13</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: 8-7-13



Quotation # 20430904

Date: July 25, 2013

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

380 New York St
Redlands, CA 92373-8100

Phone: (909) 793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 395771 Contract #

County of Inyo
GIS Dept
168 N Edwards St
Independence, CA 93526

ATTENTION: Carma Roper
PHONE: (760) 878-0395
FAX:

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/25/2013 To: 10/23/2013

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 1)	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 2)	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 3)	25,000.00	25,000.00
			Item Total:	75,000.00
			Subtotal:	75,000.00
			Sales Tax:	6,000.00
			Estimated Shipping & Handling(Surface Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$81,000.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes. Esri may charge a fee to cover expenses related to any customer requirement to use a specific vendor management, procurement, or invoice program.

For questions contact: Michael Martinez	Email: mike_martinez@esri.com	Phone: (909) 793-2853 x3981
<p>Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.</p> <p>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</p>		

MARTINEZM

This offer is limited to the terms and conditions incorporated and attached herein.



**REGIONAL GOVERNMENT
ENTERPRISE LICENSE AGREEMENT
(E214-RG1 12/07/2012)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Regional Government Enterprise License Agreement ("ELA") is by and between County of Inyo ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of Customer's signature below or, if no date is provided with the signature, the date of Esri's receipt of Customer's order citing this ELA. This ELA grants Customer certain rights to use and Deploy specific Esri Products for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA. This ELA authorizes the entities listed in Exhibit 3 ("Authorized Entity") to use specific Esri Products, provided Authorized Entity signs and returns (executes) the attached Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA. Customer may not Deploy any Enterprise Products to an Authorized Entity until Customer has received the executed the Authorized Entity Acknowledgment Statement and submitted it to Esri.

This ELA incorporates the ELA Quotation by reference and comprises (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), (v) the ELA Quotation, (vi) Exhibit 3—Authorized Entity List, and (vii) Exhibit 4—Authorized Entity Acknowledgment Statement, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), (v) the ELA Quotation, (vi) Exhibit 3—Authorized Entity List, and (vii) Exhibit 4—Authorized Entity Acknowledgment Statement. In the event Customer orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses. Customer agrees that additional terms and conditions in or with Customer's order or addendum will not apply and that the terms of this ELA will govern.

ENTERPRISE PRODUCT SCHEDULE

Unlimited Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Image Extension

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription* as provided in Other Benefits section

OTHER BENEFITS

One (1) ArcGIS Online Subscription with specified named users and credits as determined in the program description	Level 2
Number of Esri International User Conference Registrations provided annually	2
Number of Tier 1 Help Desk Individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	5,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Products listed on the schedule above. Except as provided in Section 9.1 Future Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Customer may accept this ELA by signing and returning it to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mailing it to service@esri.com; or faxing it to 909-307-3083. **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDER WILL NOT APPLY AND THE TERMS OF THIS ELA WILL GOVERN.**

ACCEPTED AND AGREED:

County of Inyo
(Customer)

By: _____
Signature

Printed Name: Kevin D. Carunchio

Title: County Administrative Officer

Date: _____

Esri EIN Number: **95-2775732**

Customer Contact Information

Contact Name: Brandon Shults

Address: PO Box 477

City, State, ZIP: Independence, CA 93526

Telephone: 760-878-0314

Fax: 760-872-2712

E-mail: bshults@inyocounty.us

ELA Quotation Number: 20430904

Esri Contract Number: _____

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing ASP Solutions, for example, by charging a subscription, service, or transaction fee or by generating more than incidental advertising revenue.
- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Products (and related Authorization Codes) or its having been redistributed by Customer and installed by Licensee on Licensee's hardware.
- "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- "Documentation" means all user reference documentation that is delivered with the Software or, if delivered via download, that is delivered from the Software setup or installation program.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Customer for the Enterprise Products.
- "ELA Quotation" means the Esri quote form provided to Customer for the Regional Government ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Products" means the Products identified in the Enterprise Product Schedule on page 1 of this ELA.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Products provided to Licensee by Esri under this ELA.
- "Licensee" means Customer and Authorized Entity. For avoidance of doubt, the definition of Licensee will not include consultants or contractors.
- "Online Services" means any Internet-based geospatial system, including applications and associated APIs, hosted by Esri or its licensors for storing, managing, publishing, and using maps, data, and other information.
- "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this Agreement.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Products.
- "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in Exhibit 1 (also available at <http://www.esri.com/legal>).
- "Software" means the actual copy of all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies as identified in Exhibit 1.
- "Technical Support" means a process to attempt to resolve reported incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License(s)" means license(s) or access provided for use of a Product during a fixed or limited time period ("Term") or on a subscription or transaction basis concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Customer point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Products are licensed and not sold. Esri and its licensors own the Enterprise Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Online Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License to Customer. Subject to the terms and conditions of this ELA, Esri grants to Customer a personal, nonexclusive, nontransferable Term License solely to

- a. Use, copy, and Deploy quantities of Enterprise Products as defined in the Enterprise Product Schedule of this ELA for Customer's own internal use for a term concurrent with this ELA.
- b. Deploy licenses listed under Limited Quantities for internal use to either Customer or an Authorized Entity for the term of this ELA.
- c. Access and use any secure Esri website resources made available to Customer for Customer's internal use, provided that Customer follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.
- d. Only Deploy Enterprise Products to an Authorized Entity that has signed the Authorized Entity Acknowledgment Statement and has provided a copy to Esri.
- e. Use Enterprise Products in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

Exhibit 1 applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—

Scope of Use (E300) and are also available at <http://www.esri.com/legal/>.

- a. **Software.** Terms of use for specific Software products are set forth in Addendum 1.
- b. **Data.** Data terms of use are set forth in Addendum 2.
- c. **Online Services.** Terms of use for Online Services are set forth in Addendum 3.
- d. **Limited Use Programs.** Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in Addendum 4. Note: This Addendum 4 does not apply to this ELA.

3.2 Grant of License to Authorized Entity. Subject to the terms and conditions of this ELA, Esri grants to each Authorized Entity a limited-term, personal, nonexclusive, nontransferable Term License solely to

- a. Receive and use Deployed quantities (provided by Customer) of the Enterprise Products as defined in the Enterprise Product Schedule of this ELA for Licensee's own internal use for a term concurrent with this ELA;
- b. Access and use any secure Esri website resources made available to Licensee for Licensee's internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information; and
- c. Use Enterprise Products in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

3.3 Consultant Access. Subject to Section 3.1 or 3.2, Licensee may provide access to and use of the Enterprise Products to any consultant or contractor of Licensee, provided consultant and contractor use of Enterprise Products is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Products from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Products from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultants and contractors to discontinue access to and use of Enterprise Products upon completion of work for Licensee.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Enterprise Products delivered, Licensee may
 - (1) Install and store selected Enterprise Products on electronic storage device(s);
 - (2) Make archival copies and routine computer backups;
 - (3) Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the Deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Enterprise Products in the aggregate than Licensee's total licensed quantity;
 - (4) Move the Software in the licensed configuration to a replacement computer; and
 - (5) Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.

- b. **Commercial Application Service Provider Use.** Provided that Licensee (i) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit or (ii) acquires a Commercial ASP Use subscription license, Licensee may use the Software for Commercial ASP Use. However, Licensee may not provide third parties with direct access to Esri Software so that the third parties may use the Software directly, develop their own GIS applications, or create their own solutions in conjunction with the Software.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensor(s). All rights reserved."
- e. **Font Components.** While the Software is running, Licensee may use its fonts to display and print content. Licensee may only (i) embed fonts in content as permitted by the embedding restrictions in the fonts and (ii) temporarily download them to a printer or other output device to print content.

4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Enterprise Products;
- b. Act as a service bureau or commercial application service provider (Commercial ASP);
- c. Use Enterprise Products for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service);
- d. Redistribute the Enterprise Products to unauthorized third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- e. Redistribute Authorization Codes;
- f. Reverse engineer, decompile, or disassemble Enterprise Products;
- g. Make any attempt to circumvent the technological measure(s) that controls access to or use of Enterprise Products;
- h. Store, use, upload, or transmit content or otherwise use Enterprise Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- i. Remove or obscure any Esri or its licensors' patent, copyright, trademark, or proprietary rights notices and/or legends contained in or affixed to any Enterprise Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;

- j. Unbundle or independently use individual or component parts of the Enterprise Products;
- k. Allow Authorized Entity to Deploy any Enterprise Products;
- l. Add a new or additional Authorized Entity as an ELA participant or Licensee without the express prior written approval of Esri. Addition of an Authorized Entity may result in an increase in the ELA Fee;
- m. Incorporate any portion of the Enterprise Products into a product or service that competes with the Enterprise Products; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Enterprise Products in a manner that would subject such code or any part of the Enterprise Products to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The Term of this ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Products Deployed shall be concurrent with the Term of this ELA. No indefinite or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Esri or Customer may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Customer to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Esri or Customer may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, the right to use all Enterprise Products Deployed shall terminate. Licensee shall (i) cease access and use of affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modifications or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

5.5 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this ELA with Customer. The breaching Authorized Entity will be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of Authorized Entity, any licenses for Deployments provided to Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity in material breach of this ELA, including enforcement of the ELA with respect to such Authorized Entity. There will be no reduction in the ELA Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this ELA.

5.6 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this ELA, Authorized Entity may

terminate; however, there will be no decrease in the ELA Fee as a result.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants, for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services, that (i) the unmodified Software and Online Services will substantially conform to the published Documentation under normal use and service and (ii) the media upon which the Software is provided will be free from defects in materials and workmanship.

6.2 Special Disclaimer. DATA, SAMPLES, PATCHES, UPGRADES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND HOT FIXES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT THAT THE ENTERPRISE PRODUCTS WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ENTERPRISE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for the Software or Online Services subject to the Esri Maintenance Program as applicable; or (iii) return of the license fees paid by Customer for the Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software or Documentation, ceases using Online Services, and executes and delivers evidence of such actions to Esri.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS;

LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ELA OR USE OF ENTERPRISE PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR ENTERPRISE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees that Licensee incurs as a result of any claims, actions, or demands by a third party alleging that Licensee's licensed use of Software or Online Services infringes a US patent, copyright, or trademark provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

8.2 If the Software or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of the Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and to refund a portion of the ELA fees paid by Customer in the current fee payment period. The refund will be calculated for the time

remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications are provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. Esri reserves the right to update the Regional Government Enterprise Products program suite. Licensee may continue to use all Enterprise Products that have been Deployed during the Term, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Enterprise Product Schedule at no additional charge. New or updated Enterprise Products may require additional or revised terms and conditions. The terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at www.esri.com/legal. The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Products. Should Customer reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, or release Enterprise Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs. Sales or use taxes for the fees quoted are as required by law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on Licensee's invoice unless Licensee provides proof with its order that its organization or use of the product is tax exempt.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding on the respective successors and assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

9.10 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are part of any claim or preferred embodiment in a patent or similar application.

9.11 Entire Agreement. This ELA, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this ELA must be in writing and signed by each party.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Products provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Online Services.

a. Tier 1 Support Provided by Customer

- (1) Customer shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensees' authorized users.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support

analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.

- (5) The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to all Licensees. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Technical Support.
- (6) Tier 1 Help Desk individuals identified by Customer are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Customer may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.
- (5) When the Incident is resolved, Esri shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

- c. No Software other than the defined Enterprise Products will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Orders, Delivery, and Deployment

- a. Customer shall issue an order upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.
- b. Upon receipt of the initial order from Customer, Esri shall authorize download of the Enterprise Products to Customer for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Customer acknowledges that should such taxes become due, Esri has a right to invoice and Customer agrees to pay any such sales or use tax associated with its receipt of tangible media.

- c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.
- d. Customer shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

11.2 Order Requirements

- a. All orders pertaining to this ELA shall be processed through Customer's centralized point of contact.
- b. The following information shall be included in each order (or Ordering Document):
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due
 - (4) On the face page of an order (or Ordering Document), a reference to this ELA and the following statement: "THIS ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI REGIONAL GOVERNMENT ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of this ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. If Licensee obtains Software, Data, Online Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Online Services as Enterprise Products under this ELA. In addition, such Software, Data, Online Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Product items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Products that have been Deployed for the term of this ELA, but updates for such obsolete Enterprise Products may not be available. Esri's Product Life Cycle Support Policy, available at help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles>.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and conditions and pricing then in effect and based on Licensee's then-current population count.

13.4 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, Licensee shall provide a written report to Esri detailing all Deployments made. The report will be subject to audit by an authorized representative of Esri.

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Customer orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of this ELA with respect to the training courses.

EXHIBIT 1
SCOPE OF USE



**EXHIBIT 1
SCOPE OF USE
(E300 12/07/2012)**

**ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)**

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting terms of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired, including the right to run passive failover instances of Concurrent Use License software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a license that, in addition to providing Staging Server License rights, authorizes Licensee to install and use the Software or Data to provide services to multiple users on the same or other computer(s).
3. "Development Server License" means a license that authorizes Licensee to install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
5. "Staging Server License" means a license that, in addition to providing Development Server License rights, enables Licensee to use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
6. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software. Specific Software is subject to the terms of use set forth in the notes referenced below:

<p>Desktop</p> <ul style="list-style-type: none">▪ Address Coder (22; Addendum 2, Note 7)▪ ArcExplorer—Java and Windows Editions (20; Addendum 2, Note 1)▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6)▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1)▪ ArcGIS for AutoCAD (20)▪ ArcLogistics<ul style="list-style-type: none">– Desktop (Addendum 2, Note 1; Addendum 2, Note 2)– Using ArcGIS Online (20; 46; Addendum 2, Note 1)– Using ArcGIS for Server (20; 46; Addendum 2, Note 1)– Navigator (46; Addendum 2, Note 1; Addendum 2, Note 2)▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2)▪ ArcReader (20; Addendum 2, Note 1)▪ ArcView 3.x and Extensions (17)▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Maps for Office (Addendum 2, Note 1)▪ Sourcebook•America (20; Addendum 2, Note 8)▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1)▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) <p>Server</p> <ul style="list-style-type: none">▪ ArcGIS for Server<ul style="list-style-type: none">– Workgroup (8; 9; 28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)– Enterprise (8; 9; 27; 31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6)– Cloud Bundle (10; Addendum 3—Common Terms)▪ ArcGIS for Server Extensions<ul style="list-style-type: none">– ArcGIS for INSPIRE (8; Addendum 2, Note 1)	<ul style="list-style-type: none">▪ Esri Business Analyst Server<ul style="list-style-type: none">– Workgroup (8; 9; 28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)– Enterprise (8; 9; 27; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4)▪ Portal for ArcGIS (31; 61; 62; Addendum 2, Note 1)▪ Esri Tracking Server (31)▪ Esri Maps for IBM Cognos (53)▪ Esri Maps for SharePoint (Addendum 2, Note 1) <p>Developer Tools</p> <ul style="list-style-type: none">▪ ArcGIS Runtime SDK for iOS, Windows Phone, Windows Mobile, or Android (16; Addendum 2, Note 1)▪ ArcGIS Engine Developer Kit and Extensions (16, 22, 26)▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6)▪ ArcGIS for Windows Mobile Deployments (15; 54; Addendum 2, Note 1)▪ ArcGIS Runtime (18; 59; Addendum 2, Note 1)▪ ArcGIS Runtime SDK (16; 60; Addendum 2, Note 1)▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight, ArcGIS API for WPF) (15; 16; 64; 66; Addendum 2, Note 1)▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Developer Network (EDN) Software, Online Services, and Data (24; 26; Addendum 2, Note 1; Addendum 2, Note 6)▪ Esri File Geodatabase API (47) <p>Bundled Products</p> <ul style="list-style-type: none">▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 2; Addendum 2, Note 11)
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Notes

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online Organization Account included with ArcGIS for Transportation Analytics. The ArcGIS Online Organization Account can be used for any purpose subject to the terms of this License Agreement.
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 - a. ArcGIS Engine for Windows/Linux licenses shall not be used for Internet and server development and deployment;
 - b. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
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24. EDN Software may be used only for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer. ArcGIS Online subscriptions included with EDN Advanced may be used as permitted by the Terms of Use in [Addendum 3](#), Online Services Addendum.
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38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
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47. Licensee may develop and distribute software or web applications that use Esri File Geodatabase API to Licensee's end users.
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53. This authorizes installation and use of a sufficient quantity of instances of ArcGIS for Server Enterprise Standard solely for the purposes of integrated intercommunication between Esri ArcGIS for Server map services and IBM Cognos data packages. No other use of Esri ArcGIS for Server Enterprise Standard is permitted.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine applications.
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59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users up to the number of ArcGIS Standard or Advanced Deployment Licenses that have been purchased. There is no license fee or restriction on the number of ArcGIS Runtime Basic licenses deployed.
60.
 - a. ArcGIS Runtime SDK licenses shall not be used to develop Internet or server applications;
 - b. For ArcGIS Runtime Standard or Advanced:
 - (i) An end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer; and
 - (ii) Licensees building applications for their own internal use must purchase ArcGIS Runtime licenses for every application Deployed that includes ArcGIS Runtime.
 - (iii) A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer, but each application is an independent Deployment of ArcGIS Runtime.
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**ADDENDUM 2
DATA TERMS OF USE
(E300-2)**

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

<ul style="list-style-type: none"> ▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap Premium for Windows Mobile (2) ▪ StreetMap Premium for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ NAVTEQ Traffic Data (11; Addendum 1, Note 1) ▪ ArcLogistics Data (2) 	<ul style="list-style-type: none"> ▪ Data Appliance for ArcGIS (3) ▪ Business Analyst/Location Analytics Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Address Coder Data (7, 10) ▪ Sourcebook•America Data (8, 10) ▪ MapStudio Data (9)
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Notes

1. *ArcGIS Online Data*: Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at https://www.bodc.ac.uk/data/online_delivery/gebco/terms_of_use/.

2. *StreetMap Premium for ArcGIS; StreetMap Premium for ArcGIS for Windows Mobile; StreetMap Premium for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics; ArcLogistics Data*: StreetMap Premium Data may be used for mapping, geocoding, and single vehicle routing purposes but is not licensed for dynamic routing. For instance, StreetMap Premium Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Premium Data may not be used to perform synchronized routing of multiple vehicles. Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, ArcGIS for Transportation Analytics, or ArcLogistics Software may only be used with the Product for which the Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. Data may include data from either of the following sources:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf. NAVTEQ data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.

3. *Data Appliance for ArcGIS*: Data provided with Data Appliance is subject to the following additional terms of use:
 - a. Licensee may only use Data for North America with the North America collection of the Data Appliance for ArcGIS. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
 - b. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - c. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
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 - b. Licensee's use of Canadian Edition Data with Business Analyst (Server, Desktop), Business Analyst Online API, Community Analyst API, or Location Analytics API is subject to the Use of Data Restrictions specific to [Esri Business Analyst \(Canadian Edition\) Data](#).
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 - d. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes demographic, consumer, business, and Tapestry Segmentation datasets. Subject to the terms of the License Agreement and this Addendum 2, Licensee may use the Esri Data for any business purpose.

6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
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 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. *Address Coder Data*: This Data is included with Address Coder and is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Address Coder.
8. *Sourcebook•America Data*: This Data is included with Sourcebook•America and provided for Licensee's internal business use solely in connection with Licensee's authorized use of Sourcebook•America.
9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
 - a. NAVTEQ data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. Infogroup Data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) cobranding or otherwise providing the product or service on behalf of any third party; (ii) sublicensing or reselling the Infogroup database; (iii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iv) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (v) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (vi) using the Infogroup database for any direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—NAVTEQ traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
 - a. NAVTEQ traffic data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9791-navteq_use_data.pdf.
 - b. No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - c. NAVTEQ traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - d. NAVTEQ traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - e. NAVTEQ traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - f. NAVTEQ traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of NAVTEQ traffic data.

**ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)**

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time. [Section 1](#) of this Addendum 3 contains terms applicable to all Online Services; [Section 2](#) contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" means individuals that do not qualify as Named Users but have limited access to Online Services.
- b. "API" means application programming interface.
- c. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- d. "Content" means Data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- e. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- f. "Named Users" means Licensee's employees; agents; consultants; contractors; or, for Education Plan accounts, registered students; whom Licensee authorizes to access Online Services for Licensee's exclusive benefit through Licensee's ArcGIS Online account, to which they are explicitly linked through unique, individual user names and passwords. Named Users have access to features of Online Services that are not accessible to Anonymous Users. Named Users' access to features of Online Services may be constrained by Named Users type as defined for specific Online Services and as described in the applicable Ordering Document or other product documentation.
- g. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- h. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- i. "Licensee's Content" means any Content that Licensee or Licensee's Named Users submit to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any applications Licensee builds with Developer Tools and deploy with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- j. "Value-Added Application" means an application developed using the Developer Tools and Online Services as enabled through Licensee's use of Online Services and that includes functions or features that do not expose native Online Services directly to Licensee's end users. Licensee is prohibited from exposing native Online Service capabilities substantially similar or equivalent to those provided to Licensee by Esri.
- k. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Services with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically harvest information and data contained within Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in connection with any products, systems, or applications installed or otherwise connected to or in communication with vehicles capable of vehicle navigation, positioning, dispatch, real-time route guidance, fleet management, or similar applications; or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. **IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.**

2.6 Modifications of Online Services. Esri reserves the right to alter, modify, deprecate, or discontinue Online Services and related APIs at any time. If reasonable under the circumstances, Esri will provide prior notice of any material alterations. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.7 Attributions. Licensee is not permitted to remove any Esri or its licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Services may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri or its affiliates.

3.4 Service Suspension. Esri and its affiliates shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement, exceeds Licensee's usage limits, and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (b) if there is reason to believe that Licensee's use of Online Services will adversely affect the integrity, functionality, or usability of the Online Services or that Esri and its licensors may incur liability by not suspending Licensee's account; (c) for scheduled downtime to conduct maintenance or make modifications to Online Services; (d) in the event of a threat or attack on Online Services (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (e) in the event that Esri or its affiliates determine that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If warranted under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee is solely responsible for the development, operation, and maintenance of Licensee's Content and for all materials that appear on or in any of Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and its licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. Online Services and ArcGIS Website include publishing capabilities that allow Licensee to make Licensee's Content available to third parties ("Sharing Tools"). Licensee hereby grants to any third parties with whom Licensee elects to share Licensee's Content using such Sharing Tools the right and license to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services subject to any terms of use and access restrictions that Licensee provides with Licensee's Content. **ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM LICENSEE'S NAMED USERS' MISUSE OF SUCH SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SUCH SHARING TOOLS IS AT LICENSEE'S SOLE RISK.**

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri reserves the right to suspend Licensee's account when consumption reaches one hundred percent (100%) of the Service Credits allocated to Licensee's subscription. Licensee's access to the account will be restored immediately upon the completion of Licensee's purchase transaction for additional Service Credits for the subscription account.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

ARTICLE 7—LICENSEE'S WARRANTIES

Licensee warrants that Licensee's Content or use of Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation will not (i) infringe or misappropriate any third-party intellectual property rights or proprietary rights, (ii) violate any third party's privacy rights or any applicable law, or (iii) contain or transmit to a third party any Malicious Code. Except as prohibited by applicable law, Licensee agrees to defend, indemnify, and hold harmless Esri from and against any claim, action, liability, or demand arising out of a breach of the foregoing warranties.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

Specific Online Services are subject to the terms of use set forth in the notes referenced below:

<ul style="list-style-type: none">▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6)▪ Business Analyst Online (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Business Analyst Online Mobile (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)	<ul style="list-style-type: none">▪ Community Analyst (3; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Community Analyst API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Esri Location Analytics API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (5; Addendum 2, Note 1; Addendum 2, Note 4)▪ Redistricting Online (2; Addendum 2, Note 1)▪ MapStudio (2a; 4; Addendum 2, Note 1; Addendum 2, Note 9)
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Notes

1. In addition to the common terms of use of Online Services:
 - a. Licensee may use Licensee's ArcGIS Online account to build a Value-Added Application(s) using the ArcGIS Online Development Tools and Services enabled through Licensee's ArcGIS Online Plan account for Licensee's internal use.
 - b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - c. For ArcGIS Online ELA and Organization Plan accounts:
 - i. Licensee is also permitted to:
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; or
 - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.

- (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NPO/NGO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Education Plan accounts, and NPO/NGO use of ArcGIS Online Organization accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA or Organization Plan account.
- e. ArcGIS Online Public Plan accounts:
- i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online Organization, Education, NGO/NPO, or ELA Plans.
- f. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to license ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
- g. The terms "Online ELA account," "Organization Plan account," "Public Plan account," and "Education Plan" account refer to different types of ArcGIS Online accounts.
2. Terms of Use for ArcGIS Online Content and Task Services:
- a. The following ArcGIS Online Content and Task Services are not subject to ArcGIS Online Organization Plan fee-based Service Credit consumption usage. There is no fee (unless otherwise noted) to use these services up to the predefined maximum usage limits shown below. Use of these services beyond the predefined usage limits requires an additional fee. These services may be used only in conjunction with ArcGIS Software or an ArcGIS Online account.
 - i. *Map Services, Imagery Services, and Geometry Services*: Licensee may put these services to any use consistent with these terms of use, subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. "Transaction" is defined in the Documentation at the ArcGIS Online Content resource center at <http://links.esri.com/agol/transactiondef>.
 - ii. *Standard Task Services* (available at <http://tasks.arcgisonline.com>): Licensee may put these services to any use consistent with these terms of use, subject to the following:
 - *Standard Geocoding Services*: Licensee may use these services for search capabilities only, and results may not be stored for later use. Whenever results are stored for later use, a subscription is required.
 - *Standard Routing Services*: Licensee is subject to a limit of five thousand (5,000) routing requests (as defined in the Documentation) during any twelve (12)-month period.
 - iii. *Subscription Task Services* (available at <http://premiumtasks.arcgisonline.com>): Upon Licensee's payment to Esri of the applicable fee(s), Licensee may put these services to any use consistent with these terms of use. Licensee may store results for later use.

- iv. *Sample Services*: Licensee may use these services for internal evaluation and development purposes only. All licenses for ArcGIS Online Services are subject to these terms of use and any additional restrictions or requirements identified in the Documentation.

The following ArcGIS Online Service is subject to ArcGIS Online Organization Plan fee-based Service Credit consumption usage:

ArcGIS Online World Geocoding Service (available at <http://geocode.arcgis.com>): Licensee may use this service for search capabilities at no cost, but results may not be stored for later use. Upon Licensee's payment for an ArcGIS Online subscription or Service Credits, Licensee may batch geocode and store results for later use.

3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Community Analyst Reports and maps on Licensee's external websites.
4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).
5. Licensee may develop software or web applications that use Business Analyst Online API, Community Analyst API, or Location Analytics API to access, query, create, display, and redistribute Reports and resultant static, electronic maps to end user(s) of Licensee's software or web applications. If Licensee has an anonymous user subscription, Licensee may provide access to Licensee's Value-Added Application(s) to anonymous end users, limited to the number of Reports Licensee has paid for. End user(s) of Licensee's software or web applications may use Reports and maps for internal purposes only and not for further redistribution. "Report(s)" means any formatted output created by the Business Analyst Online API, Community Analyst API, or Location Analytics API Products, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats. Licensee and Licensee's end users are prohibited from using Reports or other output generated by Business Analyst Online API, Community Analyst API, or Location Analytics API as a substitute for Business Analyst Online API, Community Analyst API, or Location Analytics API, including, but not limited to, (i) combining and including such output in one or more files or databases and (ii) making such output available through a multiuser computer application. For clarity, end users may save Reports locally for their own internal use. For publicly facing applications developed with Business Analyst Online API (Canadian Edition), Reports and Data may be produced or exported in static formats only (e.g., JPEG, PDF); Licensee must ensure that Licensee's application does not allow Canadian Edition Reports to be exported as CSV, XML, HTML, or XLS files or in any other format that readily enables extraction or manipulation of the file's contents. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

<ul style="list-style-type: none">▪ Educational Programs (1)▪ Grant Programs (2)	<ul style="list-style-type: none">▪ Home Use Program (3)▪ Other Esri Limited Use Programs (4)
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Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any administrative use unless Licensee has acquired an administrative use Term License. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes as specified in the Esri grant document. Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "Noncommercial" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

**EXHIBIT 2
TRAINING ADDENDUM**



EXHIBIT 2
TRAINING ADDENDUM
(E207SET 12/06/2012)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.
- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's

participation due to US government export regulation requirements, course scheduling changes, or cancellations.

- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri.

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.
- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.

- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 **Disclaimer of Warranties.** WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

EXHIBIT 3
AUTHORIZED ENTITY LIST

1. Authorized Entity Name: City of Bishop Police
Department
Contact Name: Chris Carter
Address: 207 W. Line Street
Bishop, CA 93514
Phone: 760-873-5866
Fax: _____
E-mail: _____

2. Authorized Entity Name: City of Bishop Fire
Department
Contact Name: Ray Seguine
Address: 207 W. Line Street
Bishop, CA 93514
Phone: 760-873-5485
Fax: _____
E-mail: _____

EXHIBIT 4
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Prior to any Deployment to an Authorized Entity, Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Customer or an individual Authorized Entity for material breach. Only Customer has a right to Deploy the Enterprise Products identified in the Enterprise Product Schedule of this ELA.

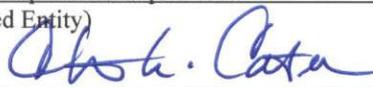
Environmental Systems Research Institute, Inc. ("**Esri**"), 380 New York Street, Redlands, California 92373-8100, and City of Bishop Police Department ("**Customer**"), have entered into a Regional Government Enterprise License Agreement ("**ELA**") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

City of Bishop Police Department
(Authorized Entity)

Signature: 

Printed Name: CHRISTOPHER CARTER

Title: CHIEF OF POLICE

Date: 30 July 2013

EXHIBIT 4
AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Prior to any Deployment to an Authorized Entity, Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Customer or an individual Authorized Entity for material breach. Only Customer has a right to Deploy the Enterprise Products identified in the Enterprise Product Schedule of this ELA.

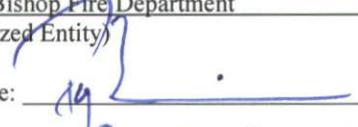
Environmental Systems Research Institute, Inc. ("**Esri**"), 380 New York Street, Redlands, California 92373-8100, and City of Bishop Fire Department ("**Customer**"), have entered into a Regional Government Enterprise License Agreement ("**ELA**") for licensing certain rights to use and Deploy specific Esri Products and to receive maintenance for a limited, fixed period beginning from the Effective Date, subject to payment of fees and the terms of this ELA. Esri has authorized Customer to Deploy specific Esri Products to Authorized Entity(ies) provided Authorized Entity(ies) signs and returns (executes) this Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this ELA.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the ELA terms and conditions, and understands and agrees to be bound by the ELA terms and conditions, for use of any Enterprise Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the ELA terms and conditions. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Authorized Entity shall be provided updates and Technical Support through Customer's Tier 1 Help Desk. Authorized Entity grants Customer the right to unilaterally sign amendments to this ELA, which changes shall be binding on Authorized Entity.

No other rights are granted to Additional Authorized Entity under this acknowledgment.

ACCEPTED AND AGREED:

City of Bishop Fire Department
(Authorized Entity)

Signature: 

Printed Name: Ray G. Seguire

Title: Fire Chief

Date: 7-30-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
19

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Request to increase the HHS authorized strength and hire a Prevention Specialist in the HHS Public Health division

DEPARTMENTAL RECOMMENDATION:

Request the Board

1. increase the Authorized Strength in the Health and Human Services Public Health division by adding one full time Prevention Specialist at Range 60 (\$3,271-\$3,973); and
2. find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of Prevention Specialist exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
 - b. approve the hiring of one Prevention Specialist at Range 60 (\$3,271-\$3,973), upon approval of the FY 2013/14 budget hearings.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This position request is coming before your Board now, outside the budget approval process, because HHS intends to implement Supplemental Nutrition Assistance Program-Education (SNAP-Ed) as soon as federal funds are granted at the beginning of the Federal Fiscal Year, beginning October 1, 2013. Obtaining approval for this new position before the budget is approved will allow HHS time to recruit for, and hopefully hire into, this position before the implementation date. The CAO supports HHS moving forward with this position outside the normal budget process for these reasons.

In 2008, HHS established a full time Prevention Specialist who was responsible for performing prevention activities, especially relating to Substance Use Disorders and Tobacco prevention, and also acted as a dental case manager to assist families in accessing pediatric dental care. In 2012, the position was vacated and the prevention aspects of the position were combined with child abuse prevention funding to create a full time Prevention Specialist in the First 5 division.

Since that position was restructured in late 2012, the Public Health division has covered the dental case management portion of the former position using a temporary employee. The temporary position will expire in September 2013, during the busiest time of the year for this program, as children usually receive dental screenings at the beginning of the school year. Children referred to dental case management are typically without a dentist and have been identified with moderate to severe dental problems requiring dental treatment. Due to the extent of the dental problems identified, most of the children need to see a pediatric dentist in a practice that will accept MediCal. A visiting pediatric dentist who accepts MediCal sees children at one of the local practices in Inyo County on one day per month. Given the limited amount of in-county services available, most of the referred children see one of the pediatric dentists in Mammoth Lakes. The Prevention Specialist helps families access dental insurance,

schedules appointments, and often provides transportation to Mammoth Lakes to ensure children are able to receive the dental care they need.

Since March, Public Health has been working with the California Department of Public Health on a plan to provide Supplemental Nutrition Assistance Program Education (SNAP-Ed) to eligible low-income adults in Inyo County with the goal of increasing access and consumption of nutritious foods. The allocation for SNAP-Ed services will be enough to fund part of a full time employee, who would provide nutrition and cooking classes, assistance in accessing affordable and healthy foods, and provide outreach to eligible populations during community events.

In order to implement SNAP-Ed and continue to provide dental case management services, HHS is requesting permission to add a full time Prevention Specialist position in the Public Health division. This Prevention Specialist will provide direct case management and nutrition education for eligible families, and will also perform administrative duties relating to the two programs, such as assessing community needs, collecting data, and reporting outcome results. This request is coming before the Board outside of the budget process for two reasons: 1) The authorized temporary position for dental case management is expiring in September, and 2) The SNAP-Ed program will be implemented in October 2013 (Federal Fiscal Year 2014), so receiving approval to establish this position earlier will allow for more time to hire and implement as soon as the federal fiscal year begins. Should the Board approve the requested increase in authorized strength, HHS will conduct a recruitment and hiring interviews over the next several weeks, but will not offer the position to any candidate before the FY 2013-14 budget hearings are complete and the budget is approved. Upon budget approval, the department will act immediately to hire an employee in order to provide dental case management and to start SNAP-Ed implementation in October.

ALTERNATIVES:

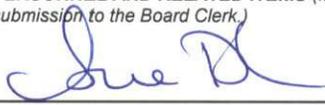
The Board could choose not to authorize the addition of a full time Prevention Specialist in Public Health. Doing so would prevent Inyo County from providing SNAP education to local communities, and would also severely impact the Department's ability to provide Dental Case Management to families with young children.

OTHER AGENCY INVOLVEMENT:

None

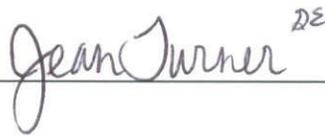
FINANCING:

100% Federally Funded. This position would be budgeted 50% in Health (045100) and 50% in MCAH (641613) in the Salaries and Benefits object codes. No County General Funds.

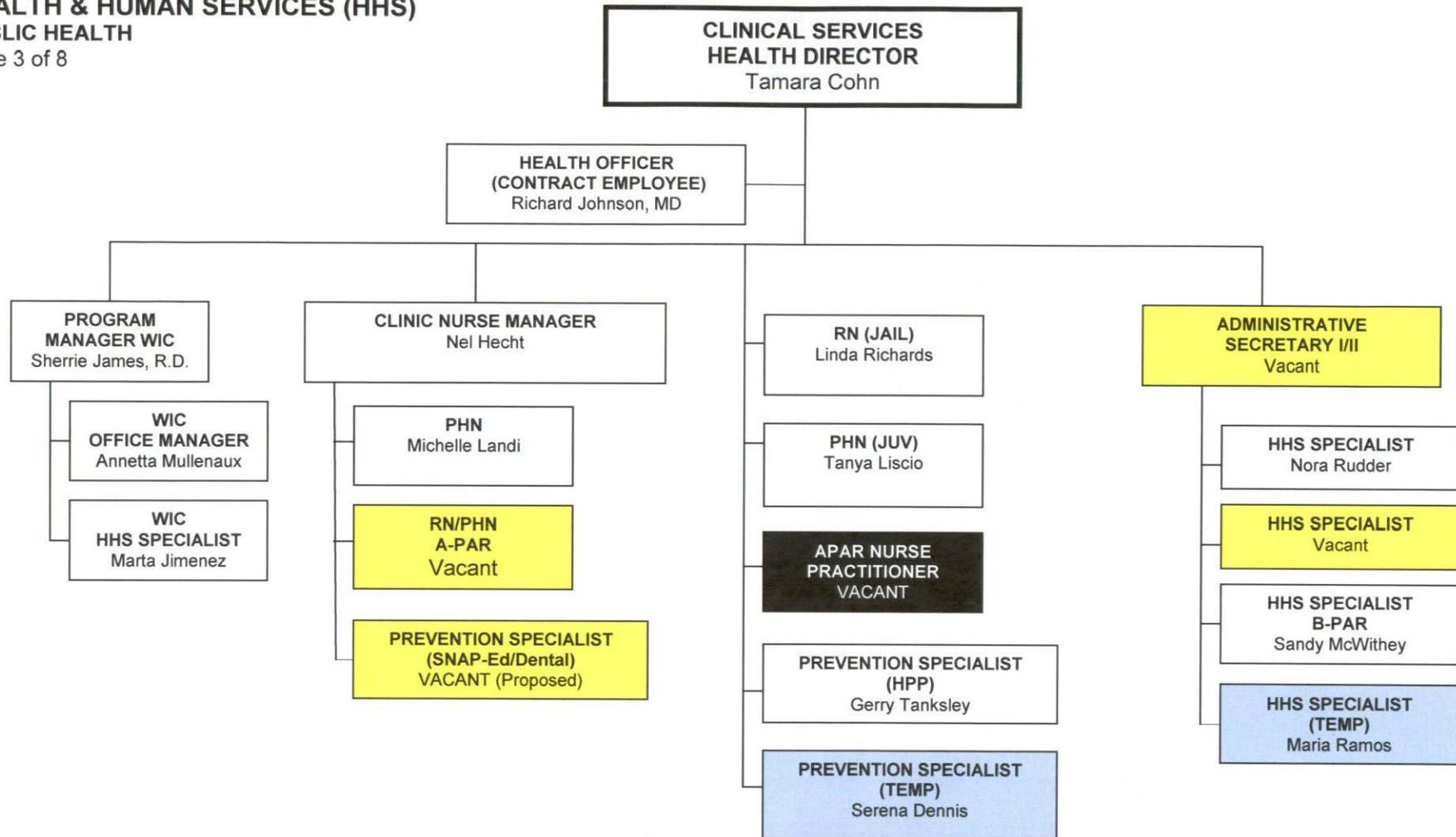
<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>7/25/13</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>7/24/13</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)

 ^{DE}

Date: 7/25/13



- - MERIT SYSTEMS EMPLOYEE
- - VACANT POSITION
- - OUT OF CLASS EMPLOYEE
- - TEMP POSITION
- - NON-BUDGETED POSITION



RON CHAPMAN, MD, MPH
Director

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

July 12, 2013

Tamara A. Cohn, PHN
Clinical Services Director
Inyo County Health & Human Services/ Public Health
207 A South St.
Bishop, CA 93514

Dear Ms. Cohn:

This letter is to confirm the intent of the Nutrition Education and Obesity Prevention Branch (NEOPB) to enter into an agreement with the County of Inyo for the 2014-2016 federal fiscal years (FFY).

Final approval is contingent upon the United States Department of Agriculture's (USDA) review of your FFY 2014 budget. NEOPB will contact you if USDA has any questions related to your budget.

As a rule, all NEOPB correspondence will be directed to the person your organization has designated as the Project Coordinator. Ultimately, it is the Project Coordinator's responsibility to distribute information to the appropriate administrative/fiscal personnel within your organization.

The \$63,683.00 indicated on your budget reflects the maximum amount awarded to you for one FFY. In order to expedite the contracting process we will proceed to negotiate and prepare your agreement based on these amounts. Please be aware in order to process your agreement in a timely manner we have negotiated these budget documents without final approval from USDA.

NEOPB's goal is to have a fully executed agreement in place as close as possible to the funds availability date of October 1, 2013 in order to give your organization the maximum time to expend the NEOPB reimbursement funds. The agreement number that will be assigned to your organization is 13-20289. For ease of identification, please display this agreement number in the space provided on all future correspondence.

We look forward to working with you in the coming year. As always, NEOPB staff are available to provide technical assistance. If questions are programmatic in nature contact your assigned Program Manager, Joy Fong at (916) 650-6886, email address

County of Inyo
Page 2
July 12, 2013

joy.fong@cdph.ca.gov. For administrative questions contact your assigned Grant Manager, Monica Regalado, at (916) 449-5931, e-mail address monica.regalado@cdph.ca.gov. Additional information is also available on our website at <http://www.cdph.ca.gov/programs/CPNS/Pages/default.aspx>.

Sincerely,


for Monica Regalado, Grant Manager
Nutrition Education and Obesity Prevention Branch

cc: Joy Fong, Program Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Request to restructure the Health and Human Services (HHS) Behavioral Health division by changing the authorized strength, and authorize HHS to hire one full time Social Worker IV/Psychotherapist and one Case Manager II

DEPARTMENTAL RECOMMENDATION:

Request your Board

- 1) Restructure the HHS Behavioral Health division by deleting one fulltime Case Manager II, Range 60 (\$3271-\$3973) from the authorized strength, and adding one fulltime Social Worker IV, Range 69 (\$4041-\$4904) or Psychotherapist, Range 78 (\$4997-\$6074), depending upon qualifications ; and
- 2) Find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of one Social Worker IV or Psychotherapist, and one Case Manager II, exists in the Behavioral Health budgets, 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 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
 - c. approve the hiring of two positions, either a Social Worker IV at Range 69 (\$4041-\$4904) or a Psychotherapist at Range 78 (\$4997-\$6074), and one Case Manager II, Range 60 (\$3271-\$3973).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Two positions of Case Manager II at Behavioral Health were recently vacated. This request to restructure the Behavioral Health division and fill two vacancies is coming before your Board outside the normal budget process for two reasons. First, with each vacancy, HHS takes the opportunity to review the position and the configuration of the behavioral health staff to ensure that we are optimizing services. Second, we look for ways to maximizing our capability to seek Medi-Cal reimbursement and address retention of excellent employees in the ever changing health care environment. Reclassifying the position while it is held by an incumbent can be more complicated if it is perceived to be a decision driven by the quality of the incumbent, more than the needs of the department. The CAO supports HHS in moving forward to restructure and fill these vacancies outside the budget approval process for these reasons.

To best meet our current needs, we are requesting authorization to restructure the division by deleting one of the Case Manager positions and adding a Social Worker IV/Psychotherapist position, and requesting approval to hire at either the Social Worker IV or Psychotherapist level to fill one vacancy. We are also requesting approval to hire one Case Manager II into the other vacancy.

If the Board authorized the requested change in authorized strength, the net difference in personnel costs would be as follows:

Case Manager I (Range 57) at \$62,396/yr. to Social Worker IV (Range 69) at \$77,428/yr. = \$15,032/yr.

Case Manager I (Range 57) at \$62,396/yr. to Psychotherapist (Range 78) at \$91,969/yr. = \$29,573/yr.

Filling the position at either the Social Worker IV or Psychotherapist level allows for reimbursement for psychotherapy, treatment planning, and assessment services as defined by MediCal and other insurance companies. While MediCal also allows for reimbursement for other types of services, such as case management and rehabilitation services, many plans do not allow for these services, thus limiting our ability to obtain reimbursement for these services when they are provided by Case Managers. This is especially problematic when persons are seen in an urgent or crisis situation. Furthermore, our County has required that only master's level registered interns and licensed staff are designated to perform assessments under Welfare and Institutions Code 5150. About 50% of the salary difference between a Case Manager and a Social Worker IV/Psychotherapist will be covered by an increased capacity to bill MediCal for services provided. The remaining cost difference will be covered with Prevention and Early Intervention (PEI) funds available under the Mental Health Services Act (MHSA), as this position will also provide Parent Child Interactive Therapy under the MHSA PEI plan.

The department currently has one Social Worker IV position and three Psychotherapist positions. The Social Worker IV position requires a master's degree in the counseling field, and is a title used for State of California-registered psychotherapist or masters level social work interns while they are completing their internship towards licensure. The Department needs interns to eventually move to full licensure to comply with State requirements for a Mental Health program. However, to widen the applicant pool, the Department typically recruits to fill this position at either a Social Worker IV or Psychotherapist level, depending upon qualifications. At the present time, five persons are in the front line on-call rotation, meaning that each one must cover a day per week and one week end per month. Eight persons are in the second line in the on-call rotation for a total of nine persons if the Case Manager II position is filled. The Case Managers perform duties such as assistance with consumer after-hours to keep persons within the community and bed-finding duties when access is needed. We would like to fill the second vacancy to assist with these duties and to continue to perform other case management duties necessary to address the needs of adults with severe mental health needs.

ALTERNATIVES:

The Board could choose to 1) not allow HHS to fill either Case Manager vacancy, or 2) allow HHS to fill both vacancies at the Case Manager II level, but not authorized the Behavioral Health division's restructure. If the Board chose not to authorize HHS to fill either position, this would limit our capability to provide case management services needed by adults with severe mental illness within the community or children with emotional disturbance. Given an expanded MediCal eligible population in 2014, we would miss an opportunity to bill and recoup costs for the provision of these services. If HHS is only authorized to fill each position as currently classified, and not allowed to establish and hire a Social Worker IV/Psychotherapist, our ability to hire and retain a master's-level employee, and our ability to bill MediCal, would be severely limited. This option would likely result in the Department seeking a position reclassification at a later date. Reclassifying the position while it is held by an incumbent can be more complicated if it is perceived to be a decision driven by the quality of the incumbent, more than the needs of the department.

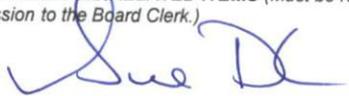
OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as schools, probation, senior services and law enforcement.

FINANCING:

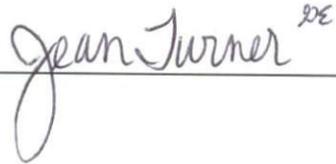
State MHSA funds, MediCal reimbursement as allowed, Mental Health funds. These positions would be budgeted in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

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</u> <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>✓</u> <u>7/24/13</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

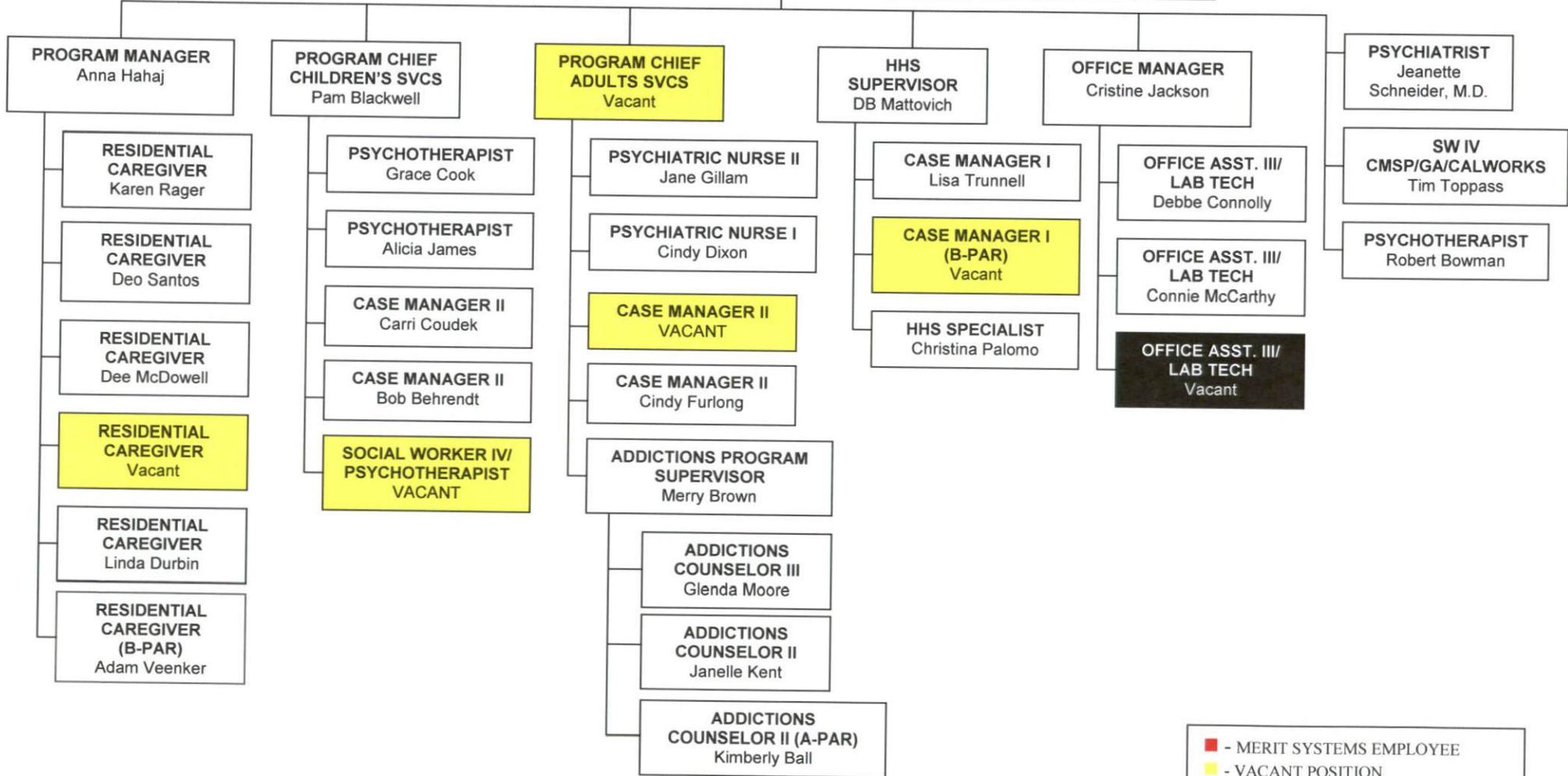
(Not to be signed until all approvals are received)



Date: 7/25/13

**BEHAVIORAL HEALTH
 DIRECTOR**
 Gail Zwier, Ph.D.

ADMINISTRATIVE SECRETARY II
 Kathy McKinley



■ - MERIT SYSTEMS EMPLOYEE
■ - VACANT POSITION
■ - OUT OF CLASS EMPLOYEE
■ - TEMP POSITION
■ - NON-BUDGETED POSITION



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health, Wellness Center

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Request to restructure the Health and Human Services (HHS) Behavioral Health division by changing the authorized strength, and authorize HHS to hire one full time Case Manager I or II

DEPARTMENTAL RECOMMENDATION:

Request your Board

- 1) Restructure the HHS Behavioral Health division by deleting one B-PAR Health and Human Services (HHS) Specialist, Range 053PT (\$14.88-\$18.12 hourly) and adding one B-PAR Case Manager I-III career ladder at Range 057PT to 064PT (\$16.32-\$23.38 hourly) in the Departmental authorized strength; and
- 2) Find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of B-PAR Case Manager exists in the Behavioral Health budgets, 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 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
 - c. approve the hiring of one B-PAR Case Manager, either a I at Range 57PT (\$16.32-\$19.84 hourly) or a II at Range 60PT (\$17.53-\$21.29), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The position of B-PAR HHS Specialist at the Wellness Center was recently vacated. As we do with all vacancies, we have looked for the optimal staffing pattern to meet the current needs of our consumers and to maximize reimbursement to support these services. This restructure is coming to your Board for consideration outside of the normal budget process due to the timing of the position becoming vacant (providing an opportunity to assess the optimal staffing), and the need to quickly fill the vacancy in order to continue to draw down Medi-Cal revenue. The CAO supports HHS moving forward with filling this vacancy outside the budget process due to these reasons.

The Bishop and Lone Pine Wellness Center sites have been providing support services for consumers living with mental illness, homelessness, and addictions for the past seven years. In the last year, we provided services to around

115 persons through the Wellness Center sites. Services provided include healthy group activities to aid in individual recovery and independent living as well as assistance in life skills and intense case management. In our current system, the HHS Specialist provides a wide range of paraprofessional services including support functions such as data entry and tracking, as well as consumer support and outreach. While providing some consumer contact and advocacy, the HHS Specialist position is not able to carry a caseload and to provide necessary case management and rehabilitation services. Further, the HHS Specialist is unable to bill for services provided. Case management services are also necessary at the Wellness Center to assist consumers with access to housing, health care and medication support, education/job experience and benefits. In addition, one of the principles important to wellness is to also assist each consumer to find a way to be a contributing member of the community.

A review of the consumers currently attending the Wellness Center sites suggests that approximately 30% of attendees will be eligible for Medi-Cal expansion benefits in 2014. This is in addition to the approximately 50% of participants who are currently eligible for Medi-Cal. An additional case manager can assist consumers to access these benefit and can also bill for the services necessary to achieve a level of recovery and wellness. Additionally, a case manager can assist with the after-hours on-call response. Changing the departmental authorized strength by deleting a B-PAR HHS Specialist and adding a B-PAR Case Manager I would result in a net payroll cost of \$2,345. However, since Case Managers can bill Medi-Cal and HHS Specialists cannot, the increased Medi-Cal revenue that the Case Manager generates will exceed the net personnel cost. Therefore, we are requesting permission to hire a B-PAR Case Manager position to increase the level of services offered at the Wellness Center sites and to be able to bill for these services as appropriate.

ALTERNATIVES:

The Board could choose to not to allow Behavioral Health to hire a B-PAR Case Manager I for the Wellness Center sites. This would limit our capability to provide case management services needed by participants of the wellness center to our current level. Given an expanded MediCal eligible population, we would also miss an opportunity to bill and recoup costs for the provision of these services. Therefore, the Department would likely request a reclassification of this position once the vacancy is filled.

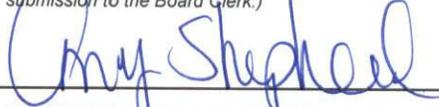
OTHER AGENCY INVOLVEMENT:

The Wellness Center staff is part of the Behavioral Health adult and older adult team. Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as schools, probation, senior services and law enforcement.

FINANCING:

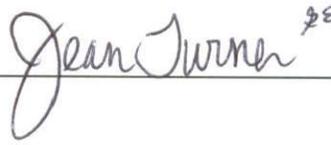
State MHSA funds, MediCal reimbursement as allowed, Mental Health funds. This position would be budgeted in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> <u>7/24/13</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>✓</u> <u>7/24/13</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

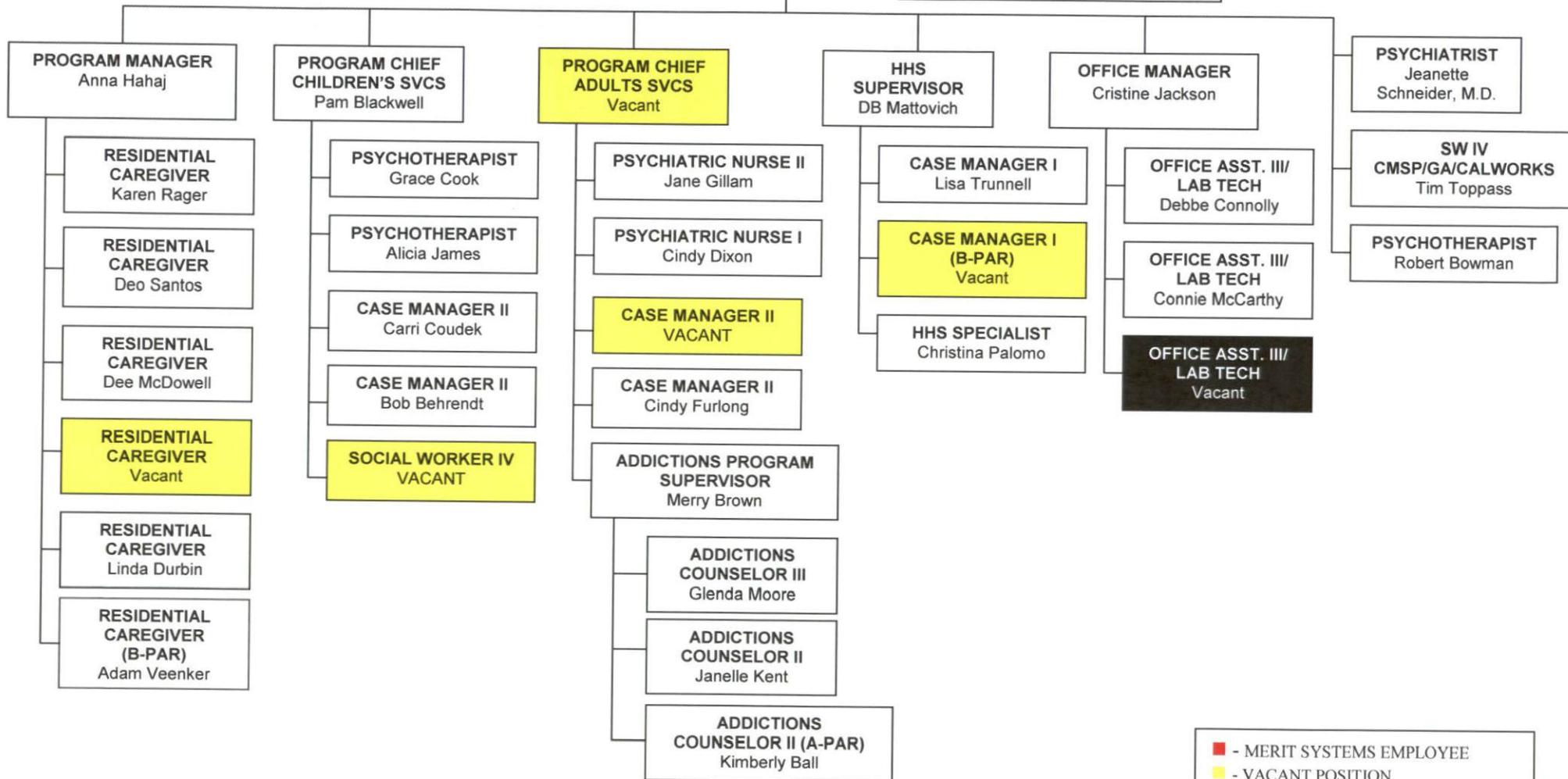
(Not to be signed until all approvals are received)

 ^{JE}

Date: 7/25/13

**BEHAVIORAL HEALTH
 DIRECTOR**
 Gail Zwier, Ph.D.

ADMINISTRATIVE SECRETARY II
 Kathy McKinley



■ - MERIT SYSTEMS EMPLOYEE
■ - VACANT POSITION
■ - OUT OF CLASS EMPLOYEE
■ - TEMP POSITION
■ - NON-BUDGETED POSITION



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: HEALTH & HUMAN SERVICES – Wraparound

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Request to hire either a Social Worker IV or Psychotherapist in Wraparound.

DEPARTMENTAL RECOMMENDATION:

Request your Board

- 1) Find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of one Social Worker IV or Psychotherapist exists in the Behavioral Health budgets, 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 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
 - c. approve the hiring of either a Social Worker IV at Range 69 (\$4041-\$4904) or a Psychotherapist at Range 78 (\$4997-\$6074).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A Social Worker IV on the Wraparound team recently accepted a position with another services provider, leaving a vacancy on the team. This position provides both individual and family therapy to children and families involved in Wraparound, and works as part of the team to improve family functioning and keep local children out of group home placements.

This position was originally authorized by the Board of Supervisors to be filled at either the Social Worker IV or Psychotherapist level. Filling the position at either the Social Worker IV or Psychotherapist level allows for reimbursement for psychotherapy, treatment planning, and assessment services as defined by MediCal and other insurance companies. The Social Worker IV position requires a master's degree in the counseling field, and is a title used for State of California-registered psychotherapist or masters level social work interns while they are completing their internship towards licensure. Once licensed, those employees meet the qualifications to become a Psychotherapist in the County classification system. We need interns to eventually move to full licensure to comply with State requirements for a Mental Health program. However, to widen the applicant pool, the Department typically recruits to fill this position at either a Social Worker IV or Psychotherapist level, depending upon qualifications.

ALTERNATIVES:

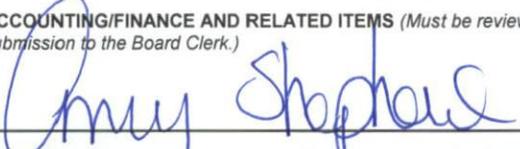
The Board could choose to not allow HHS to fill this current vacancy. Doing so would mean that the Wraparound team would not have a therapist (or SW IV/registered intern) available to help identify and address barriers within the families, and would also impact the unit's on-call structure. This could mean that the team would not be immediately available to families in crisis.

OTHER AGENCY INVOLVEMENT:

Inyo County Juvenile and Superior Court, Inyo County Superintendent of Schools, Toiyabe Family Services, local Paiute tribes.

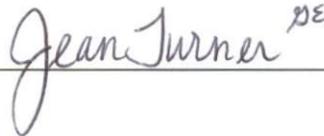
FINANCING:

Mental Health Realignment and Short-Doyle Medi-Cal. This position, as Social Worker IV or Psychotherapist in the Wraparound division, funded with Mental Health funding, would have the ability to bill Medi-Cal, which would be used to offset some of the Mental Health Realignment. The funding for this position is budgeted in Mental Health (045200) 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>yes</u> Date: <u>7/24/13</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>7/25/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/25/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: HEALTH & HUMAN SERVICES, Tobacco Prevention

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Request to hire a Human Services Supervisor in the Tobacco Program

DEPARTMENTAL RECOMMENDATION:

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

- A. the availability of funding for the position of Human Services Supervisor exists in the Tobacco Budget, 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 full time Human Services Supervisor at Range 66 (\$3,757 - \$4,574).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Human Services Supervisor position became vacant at the end of June 2013, upon a resignation from the employee. This position was supported by Tobacco funding and also had some Substance Use Disorders funding, and that funding may be utilized again to support this position. The position supervised and provided direct services to the HHS prevention programs. Additionally, this position insures that all the Tobacco plans that are required by the State are completed by their deadlines and all progress reports are done with the State so that the funding continues to come to Inyo County for the Tobacco program.

Due to the changes that have just occurred regarding the elimination of the California Department of Alcohol and Drug Programs and the administration of that department being transferred to the Department of Health Care Services, combined with the changes on the State budget and with Health Care Reform in process, we would like to strengthen our position by consolidating our prevention programs as this is a model that has worked for us, is cost effective and an efficient use of our resources. Prevention activities provide important educational opportunities and services to our communities. Examples of this are, our ongoing parenting classes, our mentoring program, the monthly prevention articles in the newspaper, such as recognizing elder abuse, teen and parent conflicts and help available, as well as health and mental health prevention messages and activities. Additionally, HHS prevention works in collaboration with other county partners for prevention activities and messages. Filling this position will enable us to expand and continue to provide important prevention activities in Inyo County.

ALTERNATIVES:

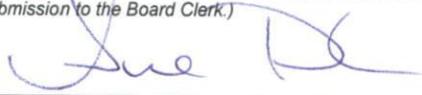
Your Board could choose not to fill this position, leaving existing program managers to perform prevention activities, which would not get prioritized due to workload issues, and leaving no staff to complete the required plans and progress reports, which would impact Inyo County's ability to receive any of the tobacco funding.

OTHER AGENCY INVOLVEMENT:

Inyo County Probation, Inyo County Sheriff's Department, Wild Iris Crisis and Counseling Center, Bishop Police Department, All other HHS Divisions.

FINANCING:

100% State Tobacco Funds. This position is budgeted in Tobacco (640313) in the Salaries & 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</u> <u>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: <u>✓</u> <u>7/10/13</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7-15-13



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: HEALTH & HUMAN SERVICES – Employment and Eligibility

FOR THE BOARD MEETING OF: August 27, 2013

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

DEPARTMENTAL RECOMMENDATION:

Request the Board

1. find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the positions of Integrated Case Worker I or II 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 two Integrated Case Worker I (Range 60, \$3,271 - \$3,973), or Integrated Case Worker II (Range 64, \$3,590 - \$4,363), dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill two Integrated Case Worker (ICW) positions. The first position would fill an upcoming vacancy that is the result of an employee resigning to accept a position in another county where she will be closer to family.

The second position would fill an Integrated Case Worker (ICW) position that the Department has held vacant for salary savings for the past year. As HHS gears up for changes related to the Affordable Care Act (ACA), we have analyzed our staffing needs and determined that an additional Integrated Case Worker position is necessary. Recently, HHS learned that the California Department of Health Care Services has increased the annual County Medi-Cal Administration allocation by \$85,889 for Inyo County which will enable our county to increase staff to meet the anticipated client needs under the Affordable Care Act. As of January 1, 2014, Inyo County will have an increased number of residents who are newly-eligible to Medi-Cal. Additionally, Employment and Eligibility staff will be providing consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange. Therefore, the Department is requesting permission to fill the vacancy that is already budgeted in FY 13/14 and is included in our Authorized Strength, in order to meet the higher caseload demands under ACA.

We are interested in filling both positions immediately, as staff will be on an intensive training schedule this fall relating to health care reform implementation. Also, due to delays at the State level, Employment and Eligibility employees throughout the state will be required to perform double entry into two different automated systems for at least the first 4-6 months of implementation. Maintaining our current staffing level and adding an additional

worker will help the entire division maintain accurate and timely client records within both systems.

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

The Department is respectfully requesting permission to fill both vacancies with an ICW I/II.

ALTERNATIVES:

The Board could choose to not allow HHS to fill these vacancies as we approach the implementation of the ACA. Doing so would likely result in overtime requirements for current ICWs and the possibility of increased error rates and audit exceptions, especially as major changes and caseload increases due to health care reform begin to impact staff this fall.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services Realignment. These positions are 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 (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) <p style="text-align: right;">Approved: _____ Date:</p>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) <p style="text-align: right;"><i>J.P.</i> <i>yes</i> Approved: <u>8/12/13</u> Date:</p>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) <p style="text-align: right;"><i>Jue DC</i> Approved: <u>J 8/5/13</u> Date:</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner

Date: 8-13-13



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: HEALTH & HUMAN SERVICES- Health

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Approval of a Resolution to ratify the Agreement with CMSP Regarding Certified Public Expenditures for County Jail Patient Inmates

DEPARTMENTAL RECOMMENDATION:

Request Board approve Resolution No. _____ authorizing and directing Jean Turner, HHS Director, to sign and take all action necessary to ratify the Agreement Regarding Certified Public Expenditures for County Jail "Patient Inmates" by and between Inyo County and the County Medical Services Program (CMSP) Governing Board ("CPE Agreement"), for the period July 1, 2013 through June 30, 2014, in an amount not to exceed \$5,000.00, contingent upon the Board's adoption of the FY 2013/2014 Budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This agreement is coming before the Board of Supervisors late because the County-specific agreement was not received until early July.

The County Medical Services Program (CMSP) provides health coverage for low-income, indigent adults in thirty-five, primarily rural California counties. This CMSP consortium allows Inyo County to meet the statutory requirements of California's Welfare and Institutions Code Section 17000 requiring counties to provide for their medically indigent adults. In 2010, California obtained an 1115 Bridge to Reform Waiver from the federal government that includes components intended to facilitate the state's progress towards implementing federal health care reform, such as the establishment of Low Income Health Programs (LIHPs). Since then, the CMSP consortium has operated LIHP called Path2Health.

Under federal rules, federal Medicaid funding is available through LIHP programs for a County's unreimbursed expenditures for inpatient hospital services provided to County jail inmates that are enrolled in the LIHP. This Agreement comes before you for approval to participate in an option under Path2Health to seek reimbursement for Certified Public Expenditures (CPE) relating to inpatient medical care for inmates of the Inyo County Jail.

In general, County jail inmates are considered incarcerated and are not eligible for Path2Health. However, certain jail inmates may be eligible under Path2Health for coverage of inpatient hospital services that are provided during the inmate's incarceration. To qualify, the inmate must be enrolled in Path2Health, the services must be inpatient hospital services only, and the services must be provided by a community hospital that is off the grounds of the County jail facility.

The cost to participate in this option, available for inmates who are eligible under Path2Health, is \$5,000.00. This agreement will cover dates of service and expenditures only for the time period from July 1, 2013, through December 31, 2013, but the term of the agreement extends to June 30, 2014, to afford the CMSP Governing Board time to submit for federal matching funds for services rendered until the December 31, 2013, end of service date. On January 1, 2014, consumers who are eligible for Path2Health will be transitioned to the expanded Medi-Cal program. At that time, Medi-Cal will continue to reimburse CPE relating to inpatient medical care for qualified inmates enrolled in Medi-Cal.

In October 2012, the Health and Human Services Department purchased a Catastrophic Inmate Medical Insurance (CIMI) plan that would cover some costs associated with inpatient inmate medical care. The annual premium for CIMI last year was \$16,646, with a deductible of \$50,000 per inmate, and an annual benefit cap per inmate of \$250,000. Because most inmates are expected to be eligible for Path2Health, and eventually expanded Medi-Cal, Health and Human Services does not intend to renew the CIMI after it expires on September 30, 2013.

ALTERNATIVES:

Failure to execute this Contract would prevent Inyo from seeking reimbursement through CMSP for medical costs incurred by Path2Health-eligible inmates of Inyo County jail who receive inpatient medical care between July 1, 2013 and December 31, 2013. The County would also continue to pay approximately \$16,646 per year for Catastrophic Inmate Medical Insurance to mitigate exposure to large costs associated with inpatient medical care provided to inmates at the Inyo County Jail.

OTHER AGENCY INVOLVEMENT:

CMSP Governing Board

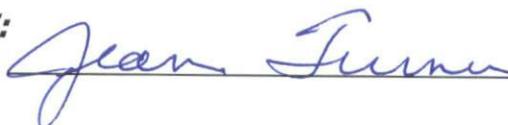
FINANCING:

100% Health Realignment funds. This expense is budgeted in Health (045100) in Professional Services (5265).

APPROVALS	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</p> <p></p> <p>Approved: <u>yes 7/24/2013</u> Date:</p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</p> <p></p> <p>Approved: <u>yes 7/26/13</u> Date:</p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</p> <p>Approved: _____ Date:</p>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8-5-13

RESOLUTION NO. _____

RESOLUTION APPROVING
AGREEMENT REGARDING CERTIFIED PUBLIC EXPENDITURES
FOR COUNTY JAIL "PATIENT INMATES"
BY AND BETWEEN INYO COUNTY AND
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

WHEREAS, the County Medical Services Program ("CMSP") and Path2Health, a low income health program administered by the CMSP Governing Board ("Path2Health"), provide health coverage for low-income, indigent adults in 35, primarily rural, California counties.

WHEREAS, Inyo County seeks to claim federal Medicaid financial participation funds from the Centers for Medicare and Medicaid ("CMS") as a result of certain federal flexibilities granted by CMS in its California Bridge to Reform Demonstration, 11-W-00193/9, under the 1115 Demonstration Waiver Special Terms and Conditions, amended February 1, 2010 ("Amended STC").

WHEREAS, Inyo County has determined that federal Medicaid financial participation funds are available from CMS by claiming federal Medicaid financial participation for Inyo County's unreimbursed expenditures for services provided to Inyo County jail inmates under the Amended STC and pursuant to Penal Code section 5072 and Welfare and Institutions Code section 14053.7 for Low Income Health Program (LIHP) participation.

WHEREAS, Inyo County and CMSP Governing Board ("Governing Board") acknowledge that Inyo County jail inmates are considered incarcerated and therefore are not eligible for Path2Health. At the same time, Inyo County and Governing Board acknowledge that certain jail inmates may be eligible under Path2Health for coverage of qualifying inpatient hospital services during such inmate's incarceration when inpatient hospital services have been provided by a community hospital that is off the grounds of the Inyo County jail facility.

WHEREAS, Inyo County and Governing Board seek to enter into the Agreement Regarding Certified Public Expenditures for Inyo County Jail "Patient Inmates" ("CPE Agreement") for the Governing Board to assist Inyo County to obtain federal Medicaid funding for Inyo County's unreimbursed expenditures for inpatient hospital services provided to Inyo County jail inmates that are determined eligible for coverage of qualifying inpatient hospital services under Path2Health; provided, however, that CPE Agreement applies only to Inyo County's unreimbursed expenditures for services provided to such Inyo County jail inmates commencing July 1, 2013, and ending December 31, 2013.

WHEREAS, Inyo County and Governing Board agree that a separate process for enrollment of jail inmates in Path2Health for coverage of qualifying inpatient hospital services will be established under the terms of the CPE Agreement.

WHEREAS, the Governing Board seeks to assist Inyo County but requires Inyo County's assurances and agreement that none of the Governing Board, its members, officers, employees, agents or any county that has elected to participate in CMSP and Path2Health pursuant to California Welfare and Institutions Code Section 16809, et seq. (a "CMSP County"), exclusive

of Inyo County, shall have any expense or liability as a result of or arising from the CPE Agreement.

WHEREAS, Inyo County acknowledges and agrees that none of the Governing Board, its members, officers, employees, agents or any CMSP County (exclusive of Inyo County) shall have any expense or liability as a result of or arising from the CPE Agreement.

WHEREAS, Inyo County and the Governing Board acknowledge that the Governing Board would not have entered into the CPE Agreement without receiving the promises and obligations of Inyo County pursuant to the terms of this Agreement.

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

1. The CPE Agreement attached hereto as Exhibit 1 and incorporated herein is hereby authorized and approved.
2. The Inyo County Health and Human Services Director, Jean Turner, is hereby duly authorized and directed to sign the Contract on behalf of Inyo County.
3. The Inyo County Health and Human Services Director, Jean Turner, is further duly authorized to take all action necessary by Inyo County to enter into the Contract on behalf of Inyo County.

PASSED AND ADOPTED this ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisor

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

by: _____
Patricia Gunsolley, Assistant

EXHIBIT 1
CPE Agreement

AGREEMENT REGARDING CERTIFIED PUBLIC EXPENDITURES

between

**COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD**

and

INYO COUNTY

Effective July 1, 2013

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AGREEMENT REGARDING CERTIFIED PUBLIC EXPENDITURES

This Agreement Regarding Certified Public Expenditures ("Agreement") is by and between the County Medical Services Program Governing Board (the "Governing Board") and Inyo County ("County"), and is effective as of July 1, 2013.

Recitals

A. The County Medical Services Program ("CMSP") and Path2Health, a low income health program administered by the Governing Board ("Path2Health"), provide health coverage for low-income, indigent adults in 35, primarily rural, California counties. The Governing Board is charged with overall program and fiscal responsibility for these programs.

B. County seeks to claim federal Medicaid financial participation funds from the Centers for Medicare and Medicaid ("CMS") as a result of certain federal flexibilities granted by CMS in its California Bridge to Reform Demonstration, 11-W-00193/9, under the 1115 Demonstration Waiver Special Terms and Conditions, amended February 1, 2010 ("Amended STC").

C. County has determined that federal Medicaid financial participation funds are available from CMS by claiming federal Medicaid financial participation for County's unreimbursed expenditures for services provided to County jail inmates under the Amended STC and pursuant to Penal Code section 5072 and Welfare and Institutions Code section 14053.7 for Low Income Health Program ("LIHP") participation.

D. County and Governing Board acknowledge that County jail inmates are considered incarcerated and therefore are not eligible for Path2Health. At the same time, County and Governing Board acknowledge that certain jail inmates may be eligible under Path2Health for coverage of qualifying inpatient hospital services during such inmate's incarceration when inpatient hospital services have been provided by a community hospital that is off the grounds of the County jail facility.

E. County and Governing Board agree that a separate process for enrollment of jail inmates in Path2Health for coverage of qualifying inpatient hospital services shall be established in accordance with the terms of this Agreement.

F. County has requested that the Governing Board assist County to obtain federal Medicaid funding for County's unreimbursed expenditures for inpatient hospital services provided to County jail inmates that are determined eligible for coverage of qualifying inpatient hospital services under Path2Health commencing July 1, 2013, and ending December 31, 2013.

G. The Governing Board desires to assist County to obtain federal Medicaid funding for County's unreimbursed expenditures for inpatient hospital services provided to County jail

inmates that are determined eligible for coverage of qualifying inpatient hospital services under Path2Health; provided, however, that this Agreement applies only to County's unreimbursed expenditures for services provided to such County jail inmates commencing July 1, 2013, and ending December 31, 2013.

H. The Governing Board seeks to assist County but requires County's assurances and agreement that none of the Governing Board, its members, officers, employees, agents or any county that has elected to participate in CMSP and Path2Health pursuant to California Welfare and Institutions Code Section 16809, et seq. (a "CMSP County"), exclusive of County, shall have any expense or liability as a result of or arising from this Agreement.

I. County acknowledges and agrees that none of the Governing Board, its members, officers, employees, agents or any CMSP County (exclusive of County) shall have any expense or liability as a result of or arising from this Agreement.

J. County and the Governing Board acknowledge that the Governing Board would not have entered into this Agreement without receiving the promises and obligations of County pursuant to the terms of this Agreement.

The Governing Board and the County agree as follows:

ARTICLE 1. DEFINITIONS.

1.01. Governing Board. "Governing Board" means the board established pursuant to Code Section 16809, et seq., which is charged with overall program and fiscal responsibility for CMSP and Path2Health, or the Governing Board's authorized representative.

1.02. Code. "Code" means California Welfare and Institutions Code.

1.03. CPE. "CPE" means certified public expenditures for purposes of claiming federal Medicaid financial participation for County's unreimbursed services provided to Patient Inmates commencing July 1, 2013, and ending December 31, 2013, to obtain federal Medicaid funding for qualifying inpatient hospital services under Path2Health.

1.04. CMSP County. "CMSP County" means any county that has elected to participate in CMSP and Path2Health pursuant to Code Section 16809, et seq.

1.05. DHCS. "DHCS" means the State of California Department of Health Care Services.

1.06. Patient Inmate. "Patient Inmate" means any County jail inmate County represents to the Governing Board or its agent as eligible for coverage of qualifying inpatient hospital services under Path2Health.

1.07. Path2Health. "Path2Health" means the low income health program administered by the Governing Board.

ARTICLE 2. RESPONSIBILITIES OF THE GOVERNING BOARD.

2.01. Responsibility for CMSP and Path2Health Operation. The Governing Board shall have all the powers and duties set forth in Code Section 16809.4, and is responsible for the administration of CMSP and Path2Health in accordance with Code Section 16809, et seq., and the regulations promulgated by the Governing Board thereunder ("Governing Board Regulations"). The Governing Board's entry into this Agreement shall not alter the Governing Board's ultimate authority and responsibility for the operation of CMSP and Path2Health.

2.02. CPE. The Governing Board will forward to DHCS a certification of CPE by County on a form that meets federal requirements as set forth by DHCS. The Governing Board will solely rely on County's advice and determination as to what constitutes County's unreimbursed expenditures for Patient Inmates and the amount of CPE to be submitted, and the Governing Board shall have no liability as a result of or arising from such determination by County.

2.03. Reports and Documentation. The Governing Board will provide such reports, documentation and information regarding the CPE claimed under this Agreement as reasonably requested by DHCS or CMS.

2.04. Transfer of Federal Medicaid Financial Participation. The Governing Board shall transfer to County the federal Medicaid financial participation received from the federal government for the CPE as provided in **Section 3.04.**

2.05. Assistance Regarding CPE Only. Nothing in this Agreement shall obligate the Governing Board, nor shall the Governing Board be obligated in any way, to forward to DHCS (or any other person or government entity) certification of public expenditures other than the CPE for purposes of claiming federal Medicaid financial participation for expenditures for services provided to Patient Inmates to obtain federal Medicaid funding as provided in this Agreement.

2.06. Eligibility Determination. The Governing Board or its agent may solely and conclusively rely on any eligibility information provided to the Governing Board or its agent by County or any representation by County with regard to any Patient Inmate's eligibility for Path2Health for qualifying inpatient hospital services. County agrees that the Governing Board may solely and conclusively rely on such information in performance of its obligations pursuant to this Agreement.

2.07. No Additional Responsibility. Nothing in this Agreement or otherwise shall obligate the Governing Board, nor shall the Governing Board be obligated in any way, to provide any other service or responsibility with regard to CPE except as provided in this Agreement. Further, and specifically, the Governing Board shall have no responsibility or obligation to account for or reconcile County's costs or any other amount with any amount claimed as CPE

under this Agreement or otherwise, or to assist County or any party with such accounting or reconciliation.

ARTICLE 3. RESPONSIBILITIES OF COUNTY.

3.01. Path2Health Enrollment for Qualifying County Jail Inmates. County shall conduct eligibility determination and enrollment of qualifying County jail inmates into Path2Health pursuant to the Governing Board's eligibility rules and as set forth in the Governing Board's Eligibility Manual and its All County Letters (ACL) and, specifically, the processes described in **Exhibit 3.01**.

3.02. Designation and Certification of CPE. County shall determine its unreimbursed expenditures for inpatient hospital services that will be claimed as CPE under Path2Health and advise the Governing Board accordingly. In accordance with DHCS rules, County shall be solely responsible for such determination, and County shall assume any and all liability as a result of or arising from such determination and any resulting CPE claim for reimbursement. Further, County shall provide the Governing Board with written certification of all CPE in form and substance as determined by the Governing Board. Such certifications shall include the representation that the expenditures are qualifying Path2Health expenditures and any associated CPE claim is true, correct and complete, and is in compliance with DHCS rules. Such certifications shall be executed by County's authorized representative, which may be any of the following: County's Chief Administrative Officer, the Director of County's Health and Human Services Agency, or the Director of County's Health Department.

3.03. Support. County shall provide the Governing Board with the form for submission of certification of CPE no less than ninety (90) days prior to the date County seeks to have the Governing Board submit such completed form. Such form for submission of certification of CPE shall be in a the form designated by the Governing Board.

3.04. Claim of Federal Medicaid Financial Participation Funds. County understands and agrees that DHCS shall claim federal Medicaid financial participation funds from CMS under the Amended STC for the CPE for County's unreimbursed expenditures for Patient Inmates as determined by County. County may ultimately receive and then retain the federal Medicaid financial participation received from the federal government for such CPE subject to the terms of this Agreement. Further, and specifically, County shall be solely responsible to account for or reconcile County's costs or any other amount with any amount claimed as CPE under this Agreement or otherwise, and shall not seek assistance from the Governing Board with such accounting or reconciliation.

3.05. No Governing Board Liability or Expense. The parties specifically intend that none of the Governing Board, its members, officers, employees or agents, or the CMSP Counties

(exclusive of County) shall suffer any loss, damage or liability whatsoever that is directly or indirectly related to this Agreement or any related agreement. County acknowledges and agrees that County shall take such action as necessary to prevent any such loss, damage or liability. In addition, County shall be solely responsible for any federal disallowance or deferral based on County's claiming of CPE pursuant to the terms of this Agreement or accounting or reconciliation regarding any amount claimed as CPE pursuant to the terms of this Agreement, and the Governing Board, or any of its members, officers, employees or agents, or the CMSP Counties (exclusive of County), shall have no liability for any such disallowance or deferral. Further, County shall not seek to hold the Governing Board, or any of its members, officers, employees or agents, or the CMSP Counties (exclusive of County) accountable in any way or seek payment for such disallowance or deferral or such accounting or reconciliation.

3.06. Indemnity. County shall, to the maximum extent permitted by law, indemnify, defend and save and hold harmless the Governing Board, its members, officers, employees and agents, and the CMSP Counties (exclusive of County), and each of them, from and against any and all damages, claims, actions, costs, losses, expenses and other liabilities (including interest, penalties, court costs, costs of preparation and investigation and attorneys', accountants' and other professional advisors' fees and expenses) incurred or suffered by the Governing Board, its members, officers, employees and agents, and the CMSP Counties (exclusive of County), and each of them, directly or indirectly, as a result of or arising from (a) any non-fulfillment of any covenant, agreement or other obligation of County as set forth in this Agreement or any breach of this Agreement by County, or (b) performance of this Agreement, except for the intentional or willful misconduct of the Governing Board, its members, officers, employees and agents, or (c) any inaccuracy of any representation or warranty by County set forth in this Agreement or in any certification made by County pursuant to this Agreement; or (d) any inaccuracy of eligibility or enrollment of Patient Inmates for Path2Health. The Governing Board shall promptly notify County of any such claim, action, loss, damage or liability. The Governing Board shall give County a reasonable opportunity to defend at its own expense and with its legal counsel; provided, however, the Governing Board reserves the right to fully participate in its own defense at County's expense.

3.07. Payment for Governing Board's Administrative Costs. By March 15, 2014, County shall pay the Governing Board five thousand dollars (\$5,000) to compensate the Governing Board for its administrative costs and expenses associated with the Governing Board's performance of its obligations under this Agreement. This payment shall be due regardless of when this Agreement is terminated and shall not be prorated. The Governing Board shall submit an invoice to County forty-five (45) days prior to the date such payment is

due. County shall pay such amount specified in the invoice within thirty (30) days of the receipt of invoice but in no event later than the date such payment is due as noted herein.

Further, County shall pay such amounts to the Governing Board separately from any release by Governing Board of federal funds attributable to the claimed CPE to County under this Agreement. Such payments by County to the Governing Board shall be separate and distinct from any amounts to be received by County attributable to the claimed CPE under this Agreement.

3.08. County Representations and Warranties. County represents and warrants the following:

A. Authorization. County has the requisite power to execute and deliver this Agreement and to consummate the transactions and perform its obligations contemplated by this Agreement. The execution, delivery and performance of this Agreement by County and the consummation of the transactions contemplated therein have been duly authorized by all necessary action. The person signing this Agreement is duly authorized and has authority to sign on behalf of County and is authorized and designated to enter into this Agreement on behalf of County.

B. Enforceability. This Agreement is a legally valid and binding agreement of County, enforceable against County in accordance with its respective terms (except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or by the application of equitable principles). No other proceeding on County's part is necessary to authorize this Agreement and the consummation of the transactions contemplated therein and by this Agreement.

C. Noncontravention. The execution and delivery of this Agreement by a party and the consummation of the transactions contemplated therein and by this Agreement do not and will not conflict with, violate or result in a breach of any law, ordinance, regulation, decree, or order of any court or governmental entity applicable to a party.

D. Consents. No authorization, consent, order, or approval of, or filing or qualification with, any court, regulatory authority, or other governmental body is necessary for the consummation by County of the transactions contemplated by this Agreement.

3.09. Governing Board Representations and Warranties. The Governing Board represents and warrants the following:

A. Authorization. The Governing Board has the requisite power to execute and deliver this Agreement and to consummate the transactions and perform its obligations contemplated by this Agreement. The execution, delivery and performance of this Agreement by the Governing Board and the consummation of the transactions contemplated therein have been duly authorized by all necessary action. The person signing this Agreement is duly authorized

and has authority to sign on behalf of the Governing Board and is authorized and designated to enter into this Agreement on behalf of the Governing Board.

B. Enforceability. This Agreement is a legally valid and binding agreement of the Governing Board, enforceable against the Governing Board in accordance with its respective terms (except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or by the application of equitable principles). No other proceeding on the Governing Board's part is necessary to authorize this Agreement and the consummation of the transactions contemplated therein and by this Agreement.

ARTICLE 4. ADDITIONAL REQUIREMENTS AND OBLIGATIONS.

4.01. Compliance with Law. The parties shall comply with all applicable laws, statutes, rules and regulations, including but not limited to Code Section 16809 et seq. and the Governing Board Regulations.

4.02. Disallowance or Deferral.

A. Inapplicability of Code Section 14166.24(d)(1). Code Section 14166.24(d)(1) sets forth a process addressing disallowance or deferral from the federal government related to the certified public expenditures or intergovernmental transfers of any governmental entity participating in the demonstration project. The parties acknowledge and agree that Code Section 14166.24(d)(1) is inapplicable to the terms of this Agreement and shall not apply as County ultimately received and then may retain the federal Medicaid financial participation received from the federal government for the CPE as provided in Section 3.04 and that the Governing Board receives no such federal Medicaid financial participation under this Agreement. The parties understand and agree that this Agreement, and not Code Section 14166.24(d)(1), sets forth the understanding of the parties. As provided in Section 3.05, County shall be solely responsible for any disallowance or deferral from the federal government related to the CPE or accounting or reconciliation regarding any amount claimed as CPE, and that none of the Governing Board, or any of its members, officers, employees and agents, or the CMSP Counties, shall have responsibility for any disallowance or deferral from the federal government related to the CPE or any accounting or reconciliation regarding any amount claimed as CPE.

B. Governing Board Assistance With Response or Appeal. The Governing Board may assist County with any response or appeal of a notice of disallowance or deferral from the federal government related to the CPE; provided, however, that County reasonably compensate the Governing Board for such assistance.

ARTICLE 5. TERM AND TERMINATION.

5.01. Term. The term of this Agreement shall be from July 1, 2013, through June 30, 2014.

5.02. Termination. This Agreement may be terminated in writing:

A. By mutual consent of the parties in writing, with the effective date of termination specified in the written notice; or

B. By the Governing Board without cause upon sixty (60) days' prior written notice of the date of intended termination as specified in the written notice.

5.03. Upon Expiration or Termination. The parties agree that, should this Agreement expire or be terminated, the following shall occur:

A. County shall, within thirty (30) days of expiration or termination, pay the Governing Board for all amounts due and owing under the terms of this Agreement;

B. The provisions of Section 2.02 concerning the Governing Board's obligation to forward to DHCS the certification by County of CPE shall terminate;

C. The provisions of Section 3.04 concerning County's authority to claim federal Medicaid financial participation funds for County's unreimbursed expenditures for Patient Inmates under the Amended STC for such CPE claiming shall terminate; and

D. Except as specifically provided in Sections 5.03B and 5.03C, all other provisions of this Agreement, including but not limited to the provisions of Sections 3.01, 3.02, 3.03, 3.05, 3.06, 3.07 and 4.02 concerning County's obligations to the Governing Board shall survive expiration or termination of this Agreement and shall remain in full force and effect for a period of the later of the expiration of any applicable statute of limitations or ten (10) years.

ARTICLE 6. MISCELLANEOUS.

6.01. Recitals and Headings. The Recitals are incorporated herein by this reference. Each party represents and warrants to the other that it has no knowledge or notice of any facts or circumstances indicating that any of the Recitals is false, incomplete or misleading. The subject headings of the sections of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

6.02. Severability. Should any provisions of this Agreement be declared or found to be illegal, unenforceable, ineffective, or void (by any federal or state courts in a final order or judgment that has not been appealed, or in a final determination by an appellate court), then each party shall be relieved of any obligation arising in that provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

6.03. Notices. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by depositing such notice in the

United States mail (or other comparably reliable postage delivery service, such as Federal Express), postage prepaid. Notices shall be addressed to the parties at the below addresses, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the time of actual receipt; mailed notices communicated as of three (3) days after mailing.

Governing Board: County Medical Services Program Governing Board
Attn: Kari Brownstein, Director of Finance and
Administration
1451 River Park Drive, Suite 222
Sacramento, CA 95815
Phone: (916) 649-2631
Fax: (916) 649-2606

Copy to: Cathy Deubel Salenko, Esq.
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000
Fax: (916) 325-4010

County: Inyo County
Attn: Anna Scott
163 May Street
Bishop, CA 93514
Phone: (760) 873-3305
Fax: (760) 873-6505

6.04. Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all of the covenants and agreements between the parties with respect to the rendering of services within the scope of this Agreement.

6.05. Amendment. All amendments must be agreed to in writing by the Governing Board and County.

6.06. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California. The Superior Court for the County of Sacramento, California, shall have exclusive jurisdiction over any judicial proceedings relating to any dispute arising out of the interpretation, performance or breach of this Agreement.

6.07. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective legal representatives and assigns. Notwithstanding the

foregoing, neither party may assign any rights or delegate any duties hereunder without receiving the prior written consent of the other party.

6.08. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any Path2Health or Medi-Cal beneficiary, any Patient Inmate or any County jail inmate.

6.09. Good Faith. Each of the parties agrees that it shall use its best efforts in good faith to consummate the transactions contemplated by this Agreement. The parties agree to act at all times in good faith, to deal fairly with the other party, and not to take any action which will deprive the other party of the benefits of this Agreement.

6.10. Dispute Resolution. The parties shall follow the procedures set forth in **Exhibit 6.10** with regard to resolving disputes under this Agreement. The respective obligations of the parties set forth in this Section 6.10 shall survive the expiration or termination of this Agreement.

6.11. Fees and Costs. County shall pay for all of the Governing Board's attorneys' fees, costs, and expenses of experts incurred for any reason directly or indirectly as a result of or arising from any legal action concerning this Agreement, including but not limited to good faith prosecution or defense of any action or proceeding commenced under the dispute resolution procedures of this Agreement, in court or otherwise with regard to this Agreement.

6.12. Cooperation. The parties shall fully cooperate as reasonable and necessary to enable effective performance of this Agreement. In furtherance of this objective, each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.13. Waiver. In order to be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by

the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

Dated effective as of July 1, 2013.

COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

INYO COUNTY

By: _____
Elliott Smart
Chair

By: _____
Jean Turner
Director, Inyo County Health and Human
Services Department

EXHIBIT 3.01

PATH2HEALTH ENROLLMENT FOR QUALIFYING CMSP COUNTY "PATIENT INMATES"

The intent of the approach outlined herein is to assure CMSP County Patient Inmate eligibility for Path2Health is completed and fully documented; that inpatient hospital claims are associated only with dates of service that are within the time period that Patient Inmates are enrolled in Path2Health; and that total claims for each Patient Inmate are documented by the CMSP County and support the CMSP County's quarterly invoice to the Governing Board.

General Requirements

Path2Health eligibility for CMSP Counties is conducted through the C-IV and CalWIN automated welfare systems. In general, CMSP County jail inmates are considered incarcerated and are not eligible for Path2Health. However, CMSP County jail inmates may be eligible under Path2Health for coverage of qualifying inpatient hospital services during such inmate's incarceration when inpatient hospital services have been provided by a community hospital that is off the grounds of the CMSP County jail facility. Such inmates, who may be referred to herein as "Patient Inmates," must be enrolled in Path2Health for this coverage under a separate process outside of the C-IV and CalWIN systems.

CMSP Counties participating in this Agreement shall establish a paper enrollment document process for enrollment of qualifying CMSP County jail inmates into Path2Health as Patient Inmates for coverage of inpatient hospital services. This process shall meet minimum requirements specified by the Governing Board. This process shall be administered and maintained outside of the C-IV and CalWIN welfare eligibility systems. However, CMSP Counties shall input data from the paper enrollment document into the C-IV or CalWIN system for electronic documentation of enrollment, as further provided herein.

- CMSP Counties shall be responsible for inputting data from the paper enrollment document into the C-IV or CalWIN system used by the CMSP County; such inputting shall be completed by a CMSP County's Welfare Department; and,
- Following input into the C-IV or CalWIN system, the County Welfare Department shall assign the applicable MEDS aid code for the CMSP County Patient Inmate to be documented as enrolled in Path2Health. This aid code is F6. Only this MEDS aid code shall be used by the County Welfare Department for enrollment of a CMSP County Patient Inmate in Path2Health.

Paper Enrollment Document Process

CMSP County staff designated by the CMSP County shall promptly complete the paper enrollment document. These County staff may do so with any of the following offices: sheriff/jail, health department or welfare department. In all instances, the completed paper enrollment document shall be forwarded to that CMSP County Welfare Department for data input into the C-IV or CalWIN system. A copy of the paper enrollment document shall also be

maintained by the designated CMSP County staff in hard copy, electronic copy, and on a log of all CMSP County Patient Inmates.

The paper enrollment document process may only be initiated for a CMSP County Patient Inmate that is receiving or has received qualifying inpatient hospital services from a community hospital that is off the grounds of the CMSP County jail facility. The treating community hospital may initiate the enrollment process, in coordination with designated CMSP County staff (sheriff/jail staff, health, or welfare) or notify the designated CMSP County staff of the inpatient admission and defer to the CMSP County staff responsibility for enrollment.

The enrollment process shall follow the set of steps outlined below:

1. The treating community hospital initiates a SAWS 1 application and transmits this application to CMSP County staff designated to process Patient Inmate enrollment. Receipt of the SAWS 1 shall be used to establish the beginning date of aid for the enrollee. It shall also serve as the community hospital's notice to the CMSP County of the jail inmate's inpatient hospital treatment.
 - a. Alternatively, the community hospital or the CMSP County department responsible for the Patient Inmate may notify designated CMSP County staff of the inpatient admission of the jail inmate and the designated CMSP County staff may conduct a site visit at the hospital to initiate the paper enrollment process for the Patient Inmate.
2. Upon receipt of the paper enrollment document, designated CMSP County staff shall finalize and complete the enrollment document. In accordance with existing Path2Health eligibility rules as set forth in the Governing Board's Eligibility Manual and All County Letters (ACL), designated CMSP County staff shall assure that the application is fully executed by the applicant or the applicant's qualifying representative and includes all necessary signatures.
3. Designated County staff shall forward the completed paper enrollment document to the CMSP County Welfare Department, which shall be responsible for inputting the enrollment data into the C-IV or CalWIN system and for establishing a MEDS aid code for the CMSP County Patient Inmate enrollment in Path2Health.
4. The CMSP County department responsible for payment of inpatient hospital claims for the CMSP County Patient Inmate (CMSP County sheriff/jail, health department, etc.) shall make payment for qualifying inpatient hospital services under its existing payment mechanisms.
5. The CMSP County department responsible for payment of qualifying inpatient hospital services referenced in paragraph 4, above, shall provide quarterly documentation of such expenditures to the Governing Board in a manner and form determined by the Governing Board. The CMSP County department shall also provide documentation of the CMSP County Patient Inmate's enrollment in Path2Health for coverage of qualifying inpatient hospital services in accordance with Section 3.01.

EXHIBIT 6.10

DISPUTE RESOLUTION AND BINDING ARBITRATION PROCESS

1. Overall Scope. The provisions for mediation and binding arbitration set forth in this Schedule shall apply to all disputes arising under or relating to the Agreement. All binding arbitrations between the parties shall be resolved in accordance with the rules set forth in this Schedule, and where they do not conflict, the JAMS Rules. The parties acknowledge and agree that some of these disputes may be more efficiently and economically resolved through streamlined arbitration.

2. Identifying Disputes. Each party shall use its best efforts to promptly identify and consolidate all related disputes. Unrelated disputes shall not be consolidated except by mutual agreement of the parties. If the parties are unable to agree regarding what constitutes a related or unrelated dispute, either party may file an application with JAMS seeking resolution of that issue.

3. Meet and Confer. The parties agree to meet and confer within thirty (30) days of written request by either party in an effort to settle any dispute arising under this Agreement. At each meet and confer meeting, each party shall be represented by persons with authority to settle the dispute. Meet and Confer discussions and negotiations shall be treated as compromise and settlement negotiations and shall not be admitted in evidence in any dispute resolution proceeding between the parties.

4. Agreement to Arbitrate. If they cannot resolve their disputes through the meet and confer process, the parties shall submit the disputes to binding arbitration in lieu of litigation in any court. The construction of this Schedule, and the validity and enforceability of all arbitrations conducted pursuant to this Schedule shall be governed by the laws of the State of California.

5. Initiate Arbitration. Either party may initiate arbitration by serving on the other party an arbitration demand setting forth separately a brief statement of each dispute and, if applicable, an approximation of the amount of money believed to be at issue and how that amount was calculated ("Arbitration Notice"). If the dispute is one which a party reasonably believes is eligible for bifurcation as described in Section 7.D, that party may so indicate.

6. Administration of Arbitration. The binding arbitration shall be administered by JAMS in accordance with this Schedule and the JAMS rules applicable to commercial arbitrations, except that this Schedule shall control in instances the JAMS rules conflict.

7. Arbitration Process.

A. Joinder of Interested Parties. The parties agree that any and all proper parties may be joined in the arbitration, but the parties agree to proceed with arbitration of all disputes between them even if other parties refuse to participate. The parties specifically waive any objection to arbitration based on the refusal of any other party to be joined.

B. Choosing Arbitrators. The parties prefer that their disputes where the amount in controversy is less than three million dollars (\$3,000,000) be resolved by a single arbitrator, and that disputes where the amount in controversy equals or exceeds this amount be resolved by a panel of three arbitrators ("Arbitrators"), unless the parties mutually agree to a more streamlined procedure. The Arbitrator(s) shall be knowledgeable in and familiar with disputes involving publicly funded health care programs and county agencies. JAMS shall submit a proposed panel of retired judges of the California (Superior Court or above) or United States court sitting in California. Alternatively, the parties may prefer that the Arbitrator(s) have other expertise that may be more appropriate in a given dispute. If the parties are unable to agree on the Arbitrator(s) within thirty (30) days of the date JAMS accepts the arbitration, the Arbitrators shall be selected according to JAMS procedures.

C. Classifying Disputes. The parties shall in good faith attempt to agree on how to define and value each dispute. If the parties have not agreed on whether the arbitration involves an aggregate amount in controversy of three million dollars (\$3,000,000) or more, a single Arbitrator shall be appointed in accordance with section B above. The single neutral Arbitrator shall determine the amount in controversy, after hearing from the parties and receiving such briefs and documents as may be required to make this determination. The neutral Arbitrator shall communicate his or her determination to JAMS and the parties, and, if the amount in controversy equals or exceeds three million dollars (\$3,000,000), JAMS shall proceed with the selection of two additional arbitrators in accordance with section B above. The Arbitrator shall have sole and final discretion in interpreting this Schedule, and to determine how to value disputes for purposes of determining the amount in controversy, what constitutes a separate dispute or an unrelated dispute and the timing and manner of the arbitration of each related dispute.

D. Early Pre-Hearing Conference. The parties acknowledge and agree that it is their intent to limit the time, disruption and expense involved in resolving these disputes. Therefore, as soon as possible after the Arbitrators are chosen, they shall schedule an early pre-hearing conference (the "Pre-Hearing Conference") to determine whether the arbitration should be conducted in a bifurcated manner so that legal issues of contract interpretation or liability can be determined before the parties are required to present proof regarding the actual damages or amounts owed by one party to the other. At the Pre-Hearing Conference, the Arbitrators shall also address procedural matters, confidentiality issues (see Section 7.E, below), arrange for the timing of exchange of discovery information and in general attempt to focus the issues and streamline the proceedings to the extent possible. In making all such decisions, the Arbitrators should be guided by, and endeavor to support, the parties' agreement and goal to engage in as streamlined an approach to arbitration as is possible given the nature and extent of the dispute(s).

E. Confidentiality of Discovery Material.

(1) Intent. The parties recognize and agree that theirs is an ongoing business relationship and that this fact creates unusually sensitive issues with respect to the exchange of information related to their dispute. The parties agree that it is not their intent to use the discovery process described in this Schedule to obtain the other party's highly confidential and proprietary business information, except to the extent that such information is material to the presentation of a party's case or defense.

(2) Protective Orders. The parties agree, therefore, to enter into such protective orders as are, or may become, necessary to assure that neither party obtains access to proprietary business information that, in the judgment of the disclosing party, would adversely affect the disclosing party's legitimate business interests. Where appropriate, those protective orders shall include creating a category of discovery documents for "Attorney's Eyes Only," which may only be disclosed to counsel who agrees not to participate in, or provide any information to those involved in, the business negotiations or transactions between the parties.

(3) Use Only For Arbitration. All discovery information including information for Attorney's Eyes Only, shall be used solely and exclusively for arbitration of the disputes. At the conclusion of the arbitration, each party shall return or destroy all "Attorneys' Eyes Only" documents obtained from the other party during the course of the arbitration, and shall provide to the other Party an authorized representative's attestation indicating that all such information has been returned or destroyed.

F. Discovery. The parties shall be allowed the following limited discovery: For each separate arbitration that both parties agree involves less than \$500,000, each party shall be entitled to receive only directly relevant documents and take two fact witness depositions. If an arbitration involves more than \$500,000, the parties shall exchange only directly relevant documents and be allowed to take four (4) fact witness depositions. Fact witness depositions shall be conducted in one day, absent extraordinary circumstances. In any case, each party shall be entitled to take the depositions of all of the opposing party's experts. Any further discovery shall only be allowed by order of the Arbitrator(s) upon a showing of good cause. All disputes concerning the scope of allowable discovery shall be resolved in the sole discretion of the Arbitrator(s). All discovery shall be completed sixty (60) days prior to the arbitration hearing.

G. Voluntary Disclosure of Information. Thirty (30) days prior to the scheduled first day of the arbitration, each party shall serve upon the other party the documents it intends to rely upon or present at arbitration and a reasonably detailed statement of the expected testimony of witnesses, including expert witnesses (but not adverse witnesses). Within ten (10) days of the receipt of such documents from the other side, the receiving party may provide additional documents or additional statements of the expected testimony of witnesses, including experts. This schedule may be modified by the parties or the Arbitrator(s) as necessary to allow for an expeditious and orderly process.

H. Arbitration Hearing. It is the parties' goal that any arbitration involving less than \$500,000 in controversy will be completed in not more than three (3) full days; provided, however, that the Arbitrator shall have discretion to extend this time if necessary for a fair hearing of the dispute. An arbitration involving \$500,000 or more shall be conducted within such time as the Arbitrator(s) allow, but it is the intention of the parties that the hearing be as streamlined as possible. The Arbitrator(s) may require, and the parties shall provide, briefing of legal issues or presentation of additional evidence. Copies of documents may be admitted in evidence as originals, absent a showing by an objecting party that the copy is unlike the original in some substantive way.

I. Arbitrators' Final Decision. The Arbitrator(s) shall have the power to grant all legal and equitable remedies, including but not limited to, injunctions, specific

performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the Arbitrators shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. The Arbitrator(s) shall issue a written reasoned decision setting forth the parties' contentions, findings of fact and conclusions of law applying California and applicable federal law (the "Decision") within thirty (30) days of the conclusion of the arbitration hearing. For disputes of \$500,000 or more, the Arbitrator(s) shall issue a tentative Decision within such thirty (30)-day period and the parties may each file a response of not more than ten (10) pages to the tentative Decision within ten (10) days of the date it is issued. At the request of either party, the Arbitrator(s) shall conduct a hearing on the tentative Decision lasting not longer than one half day, which shall be held within thirty (30) days of the date of the tentative Decision or the earliest possible date thereafter that is mutually agreed to by the parties and the Arbitrator(s). The Arbitrator(s) shall then have twenty (20) additional days to issue the Final Award. The Arbitrator's Final Award shall be conclusive and binding, and it may be confirmed thereafter as a judgment by the Superior Court of the State of California, subject only to challenge on the grounds set forth in California Code of Civil Procedure Section 1281 et. seq.

J. Venue. The arbitration shall be conducted in Sacramento County, California, unless a different location is agreed to by the parties. Any party may be represented by counsel or other authorized representative.

K. Service. All notices and briefs shall be served by email-PDF. Voluminous documents shall be served via overnight. Service is deemed complete upon receipt.

8. Waiver of Rights. By agreeing to binding arbitration as set forth in this Schedule, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them were determined by litigation in a court, including without limitation the right to seek or obtain the items referenced in Section 7.I above, the right to a jury trial, and certain rights of appeal.



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: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Bulk purchase of Eastern Sierra Transit Authority (ESTA) Bus Passes for Health & Human Services Programs

DEPARTMENTAL RECOMMENDATION:

Request your Board approve an annual bulk purchase of ESTA bus passes for Health & Human Services Programs in an amount not to exceed \$11,863, contingent upon the adoption of the FY 13/14 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is the fourth year that Health & Human Services would like to do an annual bulk purchase of all bus passes for all eligible Health & Human Services programs in order to take advantage of the opportunity to receive a 10% discount towards the price of some of the passes. There are several programs purchasing the passes, and a spreadsheet is attached detailing the amount of passes and amounts charged to each division. The 10% discount savings total that Health & Human Services would realize is \$910.10.

The purchase of passes for the ESAAA program allow seniors to get to the Senior centers for the congregate meals and activities, or to their doctor appointments, and are an allowable CDA Title IIIB Transportation cost. The passes for the Eligibility programs are for participants in the program to get to work places and meet their participation requirements. The Wellness Center purchases allow the program participants to start to become more autonomous in their daily lives and become less dependent on the Mental Health program and staff. The CARES purchases allow clients to travel to/from their doctor appointments without using County resources, and are an allowable expense in the CARES Grant. The Child Protective Services passes and Wraparound will be used by clients to get to their required appointments or court dates that they must attend to stay compliant with the program.

ALTERNATIVES:

Denying this request would mean that we would not be able to receive the 10% discount for all of the bus passes and would be unable to provide transportation to the clients in these various programs.

OTHER AGENCY INVOLVEMENT:

FINANCING:

State, Federal and Realignment funds. The budgets are as follows: ESAAA (683000) - \$5,412.42 in General Operating (5311); Social Services (055800) - \$5,418.00 in Support & Care (5501); Mental Health (045200) - \$416.88 in Support & Care (5501); CARES Program (641213) - \$615.60 in Support and Care (5501). 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: yes 7/24/2013 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: yes 7/26/13 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: 7-30-13

ESAAA

Qty	Unit	Description	Pass Price	Total	Notes
133	10 Punch	Bishop Local	\$21.60	\$2,872.80	discount
70	10 Punch	Lone Pine Local	\$21.60	\$1,512.00	discount
20	10 Punch	Lone Pine -Bishop	\$58.50	\$1,170.00	discount
10	10 Punch	Wilkerson-Bishop	\$27.00	\$270.00	discount
7	10 Punch	Big Pine-Bishop	\$27.00	\$189.00	discount
				\$6,013.80	

Child Protective Services

25	10 Punch	Bishop Local	\$27.00	\$675.00	Adult
				\$675.00	

WRAP

25	10 Punch	Bishop Local	\$27.00	\$675.00	Adult
30	30 Day	Bishop Local Dial a Ride	\$108.00	\$3,240.00	Adult
				\$3,915.00	

One Stop

7	10 Punch	Bishop-Independence	\$58.50	\$409.50	Adult
5	10 Punch	Big Pine-Bishop	\$33.75	\$168.75	Adult
7	10 Punch	Lone Pine-Bishop	\$65.25	\$456.75	Adult
5	1 Way	Bishop-Mammoth	\$7.00	\$35.00	Adult
				\$1,070.00	

Wellness Center

2	30 Day	Bishop Local Dial a Ride	\$86.40	\$172.80	Adult
912	\$.25 tickets		\$0.25	\$228.00	Adult
2	10 Punch	Bishop Local	\$21.60	\$43.20	Adult
				\$444.00	

CARES Program

17	10 punch	Bishop Local	\$21.60	\$367.20	discount
3	unlimited Disabled (30 Day)	Bishop Local	\$86.40	\$259.20	discount
12	single trip	Bishop Local	\$2.40	\$28.80	discount
				\$655.20	

Total price for all passes	\$12,773.00
30 day pass not eligible for 10% disc	<u>\$3,672.00</u>
Passes Eligible for 10% discount	\$9,101.00
10% Bulk Pass Discount	\$910.10
Total Due	\$11,862.90

	Before Discount	Discount	Totals
Social Services 055800	\$5,660.00	\$242.00	\$5,418.00
Mental Health 045200	\$444.00	27.12	\$416.88
CARES 641213	\$655.20	\$39.60	\$615.60
ESAAA 683000	\$6,013.80	\$601.38	\$5,412.42
	<u>\$12,773.00</u>	<u>\$910.10</u>	<u>\$11,862.90</u>



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: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: September, 3, 2013

SUBJECT: Interim loan from the county treasury to the Olancha Community Service District for the 2013/14 fiscal year.

DEPARTMENTAL RECOMMENDATION: Adopt the attached Resolution pursuant to the provisions of Article XVI, Section 6 of the California Constitution, thereby approving an interim loan from the county treasury to the Olancha Community Service District (District) in the aggregate amount of \$20,000.00 for the purpose of financing the District's operational costs during the 2013/14 fiscal year prior to receipt of their annual property tax apportionment.

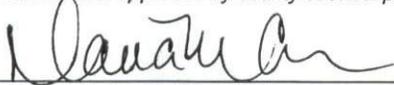
CAO RECOMMENDATION:

SUMMARY DISCUSSION: The above referenced Section of the California Constitution required the County Treasurer to make interim loans to any district whose funds are in the custody of and paid out solely through the County treasury. Such loans cannot exceed 85% of the district's anticipated current fiscal year annual revenue. The Inyo County Auditor-Controller has determined that the requested loan amount of \$20,000.00 does not exceed the statutory maximum amount. The County Treasurer has determined that there are sufficient funds on deposit in the County treasury to accommodate the subject loan, and that the approval and utilization of the loan amount will not adversely impact treasury pool participants. The law requires that loans of this nature be approved by the County Board of Supervisors. The adoption of the attached resolution will result in the approval of the loan. A copy of the District's loan request in the form of their resolution is attached for your information.

ALTERNATIVES: The law requires the approval of these types of loans when the public agency/borrower meets the prerequisites of the law.

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: <u>yes</u> Date <u>8/7/13</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>8/13/13</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.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 08-21-13
Alisha McMurtrie, Treasurer-Tax Collector

RESOLUTION NO. _____

A Resolution of the Inyo County Board of Supervisors Approving an Interim Loan to the Olancha Community Service District from the Inyo County Treasury Pursuant to Article XVI, Section 6 of the California Constitution

WHEREAS, the provisions of Article XVI, Section 6 of the California Constitution provide that the Treasurer of any County shall have the power and duty to make such temporary transfers from the funds in custody as may be necessary to provide the funds for meeting the obligations incurred for maintenance purposes by a political subdivision whose funds are in custody and paid out solely through the Treasurer's office upon resolution adopted by the governing body of the county directing the Treasurer to make such temporary transfers; and,

WHEREAS, the Olancha Community Service District (District) has made such a request for an interim loan in the aggregate amount of \$20,000.00 for the 2013/14 fiscal year; and

WHEREAS, the amount of such request for temporary transfer does not exceed 85% of the anticipated secured property tax revenue accruing to the District for the 2013/14 fiscal year; and

WHEREAS, the District has agreed to repay the loan from revenues accruing to it in the 2013/14 fiscal year before any other obligation of the District is met; and

WHEREAS, the Inyo County Auditor-Controller is authorized to withdraw, intercept or otherwise offset against monies of the District in amounts sufficient to repay the principal and interest due on the interim loan as said monies accrue to the District,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo that, pursuant to the provisions of Article XVI, Section 6 of the California Constitution, the Inyo County Treasurer is hereby directed to make temporary transfers from the Inyo County Treasury to the District in an aggregate amount not to exceed Twenty Thousand (\$20,000.00) dollars, as such transfers are requested by the District during the 2013/14 fiscal year.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 3rd day of September 2013, by the following vote:

- AYES:
- NOES:
- ABSENT:

CHAIRPERSON OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA

Attest: Kevin Carunchio
Clerk of the Board

By _____
Deputy

RESOLUTION NO. 2013-07-01

**A RESOLUTION OF THE BOARD OF DIRECTORS,
OLANCHA COMMUNITY SERVICES DISTRICT,
REQUESTING A TEMPORARY LOAN FROM THE INYO COUNTY
TREASURY.**

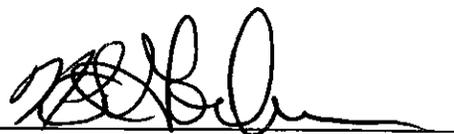
WHEREAS, the Board of Directors of the Olancha Community Services District desires to request a temporary loan during fiscal year 2013 and 14 from the Inyo County Treasury in the amount of up to \$20,000.00, to be repaid from December and/or April 2013/14 tax revenues, whichever falls after the use of funds,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Olancha Community Services District that a loan in the amount of up to \$20,000.00 be requested and the Fire Chief/Board Secretary be authorized to sign any and all documents pertaining to said loan:

PASSED AND ADOPTED this 18th day of July, 2013, by the following vote:

Motion passed 4, 0.

	AYE	NOE	ABSENT
Lu Ellen Hays	<input checked="" type="checkbox"/>	—	—
Tim Jones	<input checked="" type="checkbox"/>	—	—
Neale Gordon	<input checked="" type="checkbox"/>	—	—
Melinda Salmonds	—	—	<input checked="" type="checkbox"/>
Phil Adams	<input checked="" type="checkbox"/>	—	—



Neale Gordon, Chairperson
Olancha Community Services
District, Board of Directors

ATTEST:


Carol Dunnaway/ Secretary to the Board

BY: 
Steven Davis, Fire Chief



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: **Water Department**

FOR THE BOARD MEETING OF: **August 20, 2013**

SUBJECT: **Adoption of 2013-2014 Fiscal Year Lower Owens River (LORP) Annual Work Plan, Budget, Schedule, and Amendment**

DEPARTMENTAL RECOMMENDATION:

The Water Department requests (1) adoption of the 2013-2014 Fiscal Year LORP Annual Work Plan, Budget, Schedule, and (2) adoption of the Amendment to the Work Plan titled Lower Owens River Project Adaptive Management Response to the Lone Pine Fire. Both actions contingent on adoption of same by LADWP.

SUMMARY DISCUSSION:

The 2004 Final Environmental Impact Report for the Lower Owens River Project ("FEIR") Section 2.2.1 provides that in December of each year, the Technical Group will develop and adopt an annual work program for the Lower Owen River Project (LORP) describing work regarding the LORP to be performed in the following fiscal year, including implementation of adaptive management measures. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented.

The 2013-2014 work plan and budget were prepared according to the Agreement between the County of Inyo and City of Los Angeles Concerning Operation and Funding of the Lower Owens River Project (Funding Agreement) Sections D, E, and F. On January 31, 2013, the Technical Group agreed on a 2013-2014 Fiscal Year Lower Owens River Project Work Plan and Budget ("Work Plan," attached). Subsequently, an amendment was prepared to the Work Plan under Funding Agreement Section H.

In FY 2013-2014, the County will pay \$388,072 from the LORP Trust Account to fund LORP related work. This amount is greater than the LADWP's \$304,114 contribution, so under the *Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project* (Funding Agreement) the LADWP will increase the County's LORP Post-Implementation Credit by the difference, divided by two, or \$41,979.

As of July 23, 2012, \$1,339,087 was available in the LORP Post-Implementation Credit and \$3,607,362 is in the LORP Trust Account (as of July 1, 2013), The Post-Implementation Credit is held by LADWP, and the County of Inyo Treasury holds the Trust Account. The sum of accounts, \$4,946,449, with interest and

indexing, is available to fund the County's LORP costs, trust account costs, and funding for the MOU Consultants through the term of the Funding Agreement ending July 21, 2021.

To note, the LORP Work Plan and Budget approved by the LADWP Board had accounting errors that underestimated Inyo County's contribution by \$30,000, and as a result underestimated Inyo's credit increase. LADWP is aware of this error and will amend their approved work plan to correct the miscalculation.

The Work Plan includes provisions for:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the July 11, 2007 Stipulation and Order in Case No. S1CVCV01-29768.
3. Habitat and water quality monitoring described in the *LORP Monitoring and Adaptive Management Plan* (ESI 2008), or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. Management of mosquitoes, noxious species, beavers and saltcedar.
5. Employment of the MOU Consultant to contribute fieldwork, provide data analysis and reporting, and make adaptive management recommendations as allowed under the MOU and LORP Monitoring, Adaptive Management and Reporting Plan.
6. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
7. Other work or activities including the implementation of adaptive management measures. No adaptive management recommendations were adopted that require additional funding through this work plan; however, subsequent to the development of the original plan, a *Lower Owens River Project Adaptive Management Response to the Lone Pine Fire*, an emergency response to the February 23, 2013 fire in on the Lower Owens River near Lone Pine, was produced. The estimated cost of this fire restoration mitigation is \$10,000; a cost that will be shared equally between Inyo and LA. The LORP Post-Implementation Credit will be debited to cover Inyo's share of the cost. This *Urgent Work* contingency is described in Section H.1, of the *Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project*.

Section D.2. states that LADWP and the County will each be responsible for one-half the costs of a portion of the annual cost of maintaining ditches and Aqueduct spillgates, including the delta release control structure (a "Langemann Gate") and the LORP Spillgate Structure located near the Los Angeles Aqueduct Intake (which also includes the Lower Owens River release control structure; the release control structure is a Langemann Gate), shown on Exhibit C, that are above the pre-LORP annual average baseline cost of maintaining the ditches and spillgates during the ten fiscal years from 1996-2006. The pre-LORP baseline cost of maintaining the ditches and spillgates shown on Exhibit C is \$56,863.00. When this pre-LORP baseline cost for maintaining ditches and spillgates was adjusted through November 2009, an adjusted baseline cost of \$60,819.00 resulted. Each January, this adjusted baseline cost of maintaining the ditches and spill gates shall be annually adjusted upward or downward in accordance with the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index or its successor. If, in the future, there is a significant change in non-LORP-related uses supplied by a ditch or spillgate shown on Exhibit C, the Parties will renegotiate appropriate changes to this section.

The following Table summarizes the expenses incurred by each party and costs for the MOU consultant that was agreed to by the Technical Group on January 31, 2013.

Category	Inyo Costs	LA Costs	Total Cost
Hydrologic monitoring	\$0	\$120,040	\$120,040
Biologic and Water Quality	\$0	\$0	\$0
Operations and Maintenance	\$0	\$143,974	\$143,974
Mosquito Abatement	\$30,000	\$30,000	\$60,000
MOU Consultant	\$308,072	\$0	\$308,072
Rodent Control (beavers)	\$0	\$10,100	\$10,100
Noxious Species Control	\$50,000	\$0	\$50,000
Adaptive Management	\$0	\$0	\$0
Total	\$388,072	\$304,114	\$692,186

(Inyo costs – LA costs /2 = credited to Inyo County’s Post Implementation Credit
 $(\$388,072 - \$304,114)/2 = \$41,979$)

More detailed descriptions of these tasks and breakdowns of costs can be found in the Work Plan.

Biologic and water quality monitoring is conducted by staff from both LADWP and the Water Department. For budgeting purposes, when both County and LADWP staff are working on a Work Plan task, a day-for-day offset was used, rather than dollar-for-dollar. The figures above show only the differential in effort beyond the day-for-day offset therefore do not reflect the full amount of effort devoted to biologic and water quality monitoring. In 2013-2014, a combined effort on the Biological and Water Quality work will require 242 people-days, split evenly between the County and LADWP.

The County will administer the contract with the MOU Consultant (ESI, Inc.), and \$308,072 will be withdrawn from the Trust Account to pay consultant expenses in 2013-2014.

Amendment to the LORP Annual Work Plan, Budget, Schedule

Subsequent to the parties consideration of the budget above, an emergency amendment to the Work Plan was agreed upon by Manager of the Los Angeles Aqueduct Jim Yannotta and Inyo County Administrative Officer Kevin Carunchio. The total budget for emergency work for river restoration near Lone Pine in response to a wildfire is approximately \$10,000. Under the cost sharing agreement, half of this amount, \$5,000, will be debited from the Post-Implementation Credit (attached: Lower Owens River Project Adaptive Management Response to the Lone Pine Fire).

Background, Requirements, and Constraints on LORP Funding

Funding for the LORP is prescribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River,

Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account 504103, Sierra Club vs. LADWP ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965.00 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932.00. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000.00 obtained from the U.S. Bureau of Reclamation, \$250,000.00 obtained from the U.S. Department of Housing and Urban Development, and \$150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965.00 and the \$2,989,932.00 that will be applied to the LORP initial construction costs (a difference of \$2,253,033.00), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.

The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033.00 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.

On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. On July 1, 2013 there was \$3,607,362 in the Trust Account.

Each year, at the election of the County, the County may reimburse itself from the Trust Account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County under an annual work plan and budget approved pursuant to Section II.F.

ALTERNATIVES:

1. Direct staff to work with LADWP to modify the 2013-2014 Fiscal Year Lower Owens River Project Work Plan, Budget, and Amendment.

OTHER AGENCY INVOLVEMENT:

LADWP, Inyo/Mono Agricultural Commissioner

FINANCING:

Adoption of the Work Plan and Amendment would require a payment of \$388,072 for 2013-2014. Sufficient funds are available in the Post-Implementation Credit and Trust Account to fund this work.

As of July 23, 2012, \$1,339,087 is available in the LORP Post-Implementation Credit and \$3,607,362 is in the LORP Trust Account (as of July 1, 2013), The Post-Implementation Credit is held by LADWP, and the County of Inyo Treasury holds the Trust Account. The sum of accounts, \$4,946,449, with interest and indexing, is available to fund the County's LORP costs, escrow account costs, funding for the MOU Consultants, and adaptive management measures, through the term of the Funding Agreement ending July 21, 2021.

APPROVALS

<p>COUNTY COUNSEL:</p> <p>N/A</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</p> <p>Approved: _____ Date: _____</p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p><i>Amey Shepherd</i></p> <p>Approved: <u>yes</u> Date: <u>8/16/13</u></p>
<p>PERSONNEL DIRECTOR:</p> <p>N/A</p>	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>Approved: _____ Date: _____</p>

DEPARTMENT HEAD SIGNATURE: *Robert Young* Date: 8/14/13
(Not to be signed until all approvals are received)

COUNTY ADMINISTRATOR SIGNATURE *[Signature]* Date: 08-14-2013
(Not to be signed until all approvals are received)

**Lower Owens River Project
Work Plan, Budget, and Schedule
2013-2014 Fiscal Year**

Prepared by
Inyo County Water Department
& Los Angeles Department of Water and Power

Lower Owens River Project Work Plan, Budget, and Schedule 2013-2014 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2013-2014 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on January 31, 2013. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2013-2014 Fiscal Year Lower Owens River Project Work Plan.

Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that in December of each year, the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the LORP, which describes LORP work to be performed in the following fiscal year. This work program identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget was prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work program will be submitted to the County and LADWP governing board for approval. Each governing board must approve the plan before this work plan and budget can be implemented it. This document is the work plan for fiscal year July 1, 2013 – June 30, 2014.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in case no. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Monitoring and Adaptive Management Plan, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, saltcedar control, and reporting activities. Saltcedar control activities are identified but are funded under separate agreements and not budgeted under in this work plan. Section 2 of this work plan addresses adaptive management measures.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

Section 1. Maintenance and Monitoring Tasks

LORP Tasks

The maintenance and monitoring portion of this work plan consists of seven categories of tasks: operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, and saltcedar control.

Operations and Maintenance

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Operation activities consist of setting and checking flows. Estimates of the level of effort necessary for maintenance were based on the level of effort that was required during 2013-2014, with adjustments as required by section II.D of the Funding Agreement which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2013-2014 costs for River corridor and BWMA facilities were \$116,956 and \$162,780 respectively, for an overall 2013-2014 operations and maintenance expenditure of \$279,736. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$143,974 (Table 1).

Hydrologic Monitoring

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Estimates of the level of effort required for hydrologic monitoring were based on the level of effort required during 2011-2012. Hydrologic monitoring costs are \$120,040 (Table 2). This budget is based on a 200 cfs seasonal habitat flow. The parties recognize that this item will require a work plan and budget amendment in the event that a less-than 200 cfs reduces the required level of effort.

Fieldwork is being jointly conducted by LADWP and Inyo County staffs, with analysis and reporting being conducted by hydrography staff. The flooded acreage of the BWMA is being measured eight times per year by walking the perimeter of the flooded area on foot with portable GPS units.

Biological/Water Quality Monitoring

Monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LA with the hours allocated by each agency given in the attached budget table (Table 3).

Biological and water quality monitoring is related to the tasks indicated in the Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP). Three monitoring efforts that are specified to occur during this fiscal year, Landscape Vegetation Mapping, Site Scale Vegetation Monitoring, and Riparian Habitat Development will not be conducted. An analysis of data collected as part of the Range Monitoring Program indicate that while vegetation changes are occurring, especially in the formerly dry reaches of the river, they are not great enough that these monitoring efforts need to be conducted at this time. The next time these efforts are scheduled to occur is the 2014-2015 monitoring year.

The MOU Consultant will be involved with the seasonal habitat flow recommendation, seasonal habitat flooding extent, rapid assessment evaluation, Delta and Blackrock Waterfowl Management Area assessment, data analysis and reporting, and annual report preparation, including adaptive management recommendations (Table 4).

Range Monitoring

Range monitoring is related to the tasks described in section 4.6 of the MAMP. Two types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring and utilization trend. Irrigated pasture condition scoring is a tool used by managers to systematically track the condition of irrigated pastures. Utilization monitoring tracks the amount of biomass removed from non-irrigated fields. Woody species recruitment monitoring was added in September 2010 in order to assess potential livestock influences on regeneration of desirable woody species. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore not budgeted for in this work plan (Table 5).

Mosquito Abatement

For the fiscal year 2013–2014, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The \$60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

Noxious Species Control

The Inyo/Mono Counties Agricultural Commissioner's Office has received funding from LADWP to control and eradicate several different invasive weed species within the LORP boundaries, and in areas within the watershed that may serve as a seed source that could impact the LORP area. These invasive weed species include *Lepidium latifolium*, *Acroptilon repens*, *Cirsium arvense*, *Centaurea solstitialis*, *Centaurea maculosa*, and *Cardaria draba*. These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls. Currently, there are 32 separate sites totaling 304 gross acres that Agricultural Commissioner's Office manages within the LORP boundaries.

For fiscal year 2013-2014 Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control will be \$50,000.

Saltcedar Control

The County Water Department's saltcedar control program will concentrate on cutting tamarisk in the tributaries to the Lower Owens River channel and adjacent spreading basins. The purpose of working on the LORP is to reduce the likelihood of spreading saltcedar throughout the Owens River re-watered channel. A top priority for the saltcedar program will be to locate all river sites where tamarisk seedlings and resprouts were identified in the 2011 and the 2012 Rapid Assessment Surveys. Accessible tamarisk will be removed by hand or by cutting and treating with herbicide (where allowed). Additionally, work will begin to remove slash, created by years of cutting in the LORP area.

Saltcedar Control staff includes one permanent employee, one shared employee, and six seasonal field assistants that work on the saltcedar control program during the treatment season, October through April. California Department of Forestry (CDF) work crews, if available, will assist in efforts to treat slash. Monitoring and follow-up treatments by the Saltcedar Project Coordinator will occur during the balance of the year.

LORP saltcedar control activities are funded through agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here.

Maintenance and Monitoring Budget

Table 6 summarizes the costs of operation, maintenance and monitoring for the fiscal year July 1, 2013 through June 30, 2014 and specifies the costs incurred by Inyo County, Los Angeles, and the cost of the MOU consultant.

LADWP and Inyo County will balance staff time and efforts on biologic and water quality monitoring tasks, so that no cost offset is required. For 2013-2014, both agencies will divide the total of 252 people days required to complete these tasks.

Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are without offsetting costs.

LADWP has allocated 218 people days for Range Monitoring, which is a LADWP cost.

Based on this budget, Inyo County's Post Implementation Credit would be increased by \$41,979. This figure is calculated by subtracting the dollars Inyo County will spend during the fiscal year from the amount spent by LADWP, and dividing this figure by two.

**Table 6
Summary Monitoring and Adaptive Management Budget**

Inyo County	Staff Work Days	Value of Additional Staff Time, Materials, and Equipment	Payments
Hydrologic Monitoring	-	\$ -	
Biologic and Water Quality	126	\$ -	
Operations and Maintenance	-	\$ -	
Mosquito Abatement		\$ 30,000	
MOU Consultant	-	\$ 308,072	
Adaptive Management	-	\$ -	
Noxious Species Control	-	\$ 50,000	
Inyo County Totals	126	\$ 388,072	\$ 41,979 credit
LADWP	Staff Work Days	Value of Additional Staff Time, Materials, and Equipment	Payments
Hydrologic Monitoring	-	\$ 120,040	
Biologic and Water Quality	126	\$ -	
Operations and Maintenance	-	\$ 143,974	
Mosquito Abatement	-	\$ 30,000	
Rodent Control		\$ 10,100	
MOU Consultant	-	\$ -	
Adaptive Management	-	\$ -	
LADWP Totals	126	\$ 304,114	\$ -
Combined Total	252	\$ 692,186	

Footnote to Table 6
Post Implementation Credit and Trust Account Balances

	Adjustment	Balance of Post-Imp Credit held by LADWP
Original Post Implementation Credit	\$ 2,253,033	\$ 2,253,033
Increase Post Imp Credit by 2.9% based on the July 2007 price Index	\$ 65,338	\$ 2,318,371
County's obligation for July 11, 2007 to June 30, 2008 period	\$ 243,524	\$ 2,074,847
Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index	\$ 118,266	\$ 2,193,113
County's obligation for 2008-2009 fiscal year	\$ 243,524	\$ 1,949,589
Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index	\$ (25,345)	\$ 1,924,244
County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.	\$ 266,176	\$ 1,658,068
Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010	\$ 25,465	\$ 1,683,533
County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010.	\$ 317,805	\$ 1,365,728
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011.	\$ 45,069	\$ 1,410,797
County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011.	\$ 48,278	\$ 1,362,519
County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011.	\$ 57,687	\$ 1,304,832
Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012.	\$ 19,572	\$ 1,324,404
County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012.	\$ 14,683 credit	\$ 1,339,087
Increase the remaining balance of the Post Implementation Credit by ___% based upon the April 2013 price index effective July 10, 2013.		
County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective July 23, 2013.	\$ 41,979 credit	

The County's balance in the Post Imp Credit Account held by LADWP as of July 21, 2012 is \$1,304,832. The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4).

The Trust Account Balance as of November, 2012 is \$3,602,567.98

B. Schedule

Table 7
Tentative schedule of monitoring, maintenance and reporting for 2011-2012 Fiscal Year

Period	Monitoring
July 8, 2011- Jul 15, 2013	Blackrock Waterfowl Management Area (BWMA) Flooded Extent
August 1 - Aug 15, 2013	Rapid Assessment Survey (RAS)
August 15 - Aug 22, 2013	BWMA Flooded Extent
September 1 - Sept 9, 2013	RAS Consultation with MOU Parties
September 1- Sept 30, 2013	Delta Pulse Flow
September 15 - Sept 22, 2013	BWMA Flooded Extent
October 1 - Oct 28, 2013	LADWP/Inyo Prepare Draft LORP Report
October 1 - Oct 28, 2013	Fiscal Year 2010-2011 Work Plan and Budget Reconciliation
October 15 - Oct 24, 2013	BWMA Flooded Extent
October 31, 2013	Draft LORP Report transmitted to MOU Consultant
October 31, 2013	Transmittal of LORP Accounting Report to Governing Boards
November 1 - Nov 30, 2013	MOU Consultant review Draft LORP Report and Develop Recommendations
November 1 - Dec 31, 2013	Delta Pulse Flow
December 1, 2013	MOU Consultant transmit Adaptive Management Recommendations to Inyo/LA
December 3-Dec 7 2013	Meet with MOU Consultant to Develop Adaptive Management Recommendations for Management
December 6, 2013	Draft Report transmitted to MOU Parties
December 1 - Dec 30, 2013	BWMA Avian Survey
December 20, 2013	Public Meeting for Draft LORP Report
December 1, 2012 - Jan 30, 2014	Fiscal Year 2013-2014 Work Plan and Budget Development
January 15 – January 20, 2014	BWMA Flooded Extent
February 1 - Feb 3, 2014	Technical Group Meeting to Adopt LORP Annual Report and 2013-2014 Fiscal Year Work Plan and Budget
February 3 – Mar31, 2014	Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval
March 1 - May 31, 2014	Delta Pulse Flow
April 2 - May 15, 2014	BWMA Avian Survey
April 15 - April 20, 2014	BWMA Flooded Extent
May 8 - May 13, 2014	BWMA Flooded Extent
May 31 - June 5, 2014	BWMA Flooded Extent
May 15 - June 15, 2014	Seasonal Habitat Flow
June 1 - July 31, 2014	Delta Pulse Flow
June 1 -June 29, 2014	BWMA Avian Survey

Table 4
C. MOU Consultants

TASK 1

Seasonal Habitat Flow

Seasonal habitat flows are prescribed to encourage a transition to riparian vegetation on the floodplains as well as manage channel sediments. The purpose of the habitat flow is to create a dynamic equilibrium for riparian habitat, fishery, water storage, water quality, animal migration, and biodiversity, which result in resilient productive ecological systems. Management actions are designed to achieve and maintain riparian habitats in a healthy ecological condition and establish a healthy warm water recreational fishery with habitat for native species. The LORP Monitoring and Adaptive Management Plan require the MOU consultants to recommend the annual seasonal habitat flow level to the Technical Committee based on the April runoff forecast. The river is then monitored during the flow period to evaluate adverse conditions or sudden problems. This task requires evaluation of the Owens Valley runoff conditions, review of proposed flow schedule and development of independent review and recommendations. During the Seasonal Habitat flow, the MOU consultant has to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

- Written recommendation for the Seasonal Habitat Flow based on the April runoff forecast.
- Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Monitoring of Seasonal Habitat Flow	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	60	\$139	\$8,340
Associates	80	\$93	\$7,440
Administration	10	\$69	\$690
Subtotal			\$16,470

TASK 2-----

Flooded Extent Evaluation

Monitoring of flooded extent, which is how much land area is inundated during seasonal habitat flows, is prescribed to inform managers about the effectiveness of seasonal habitat flows. Seasonal habitat flooding extent monitoring documents what habitats are being affected by the flooding. Determining the extent and duration of the flooded area enables managers to identify which vegetation communities are inundated and are being affected by the seasonal habitat flow. This assists in determining if the seasonal habitat flows are meeting the goals of the habitat and informs the adaptive management decision-making. The seasonal habitat flow is evaluated each year to estimate the extent of flooding on river landforms. The report for this work requires review and comment from the MOU consultant with

assistance from the consultant’s staff to verify mapping and estimates. Flood extent results are compared to results from other tasks to analyze effectiveness in meeting LORP goals. Fieldwork for this task is completed during the Seasonal Habitat Flow monitoring.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow flooded extent monitoring and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Flood Extent Evaluation	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	80	\$139	\$11,120
Associates	40	\$93	\$3,720
Administration	3	\$69	\$207
Subtotal			\$15,047

TASK 3 -----

Rapid Assessment Evaluation

Rapid Assessment Surveys (RAS) are conducted to document problems or potential management issues in LORP riverine-riparian area and provide qualitative project-level feedback regarding changes within the project area. Rapid Assessment Evaluation is performed on the river corridor, Blackrock Waterfowl Management Area, Off-River Lakes and Ponds and the Delta. LADWP and Inyo County staffs collect and processes field data, and perform data analysis, the results of which are captured in a draft RAS report. The LORP consultant reviews the RAS results to identify issues that require immediate action, and informs the MOU parties as required by the LORP Monitoring and Adaptive Management Plan. The MOU consultant will evaluate results for trends that influence monitoring and adaptive management recommendations for subsequent years.

Deliverables:

Written consultation with MOU Parties following completion of the RAS.

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the RAS, progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Rapid Assessment	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	20	\$139	\$2,780
Associates	60	\$93	\$5,580
Administration	3	\$69	\$207
Subtotal			\$8,567

TASK 4-----

Creel Census

The creel census helps track the development and health of the warm-water or game fishery as the LORP is implemented. Creel census data help to inform decision making for the fishery and water quality adaptive management areas. Adaptive management recommendations focus on establishing a healthy warm water fishery to meet MOU goals. ES will assist in the census and evaluating the results for the annual report. To assist with the Creel Census, ES will have to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing Creel Census evaluation and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Creel Census	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	64	\$139	\$8,896
Associates	10	\$93	\$930
Administration	8	\$69	\$552
Subtotal			\$10,378

TASK 5-----

Annual Report Evaluation

At the end of October, LADWP and ICWD forward the draft annual report to the MOU consultant. The MOU consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, reevaluating or re-estimating and verifying conclusions.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing the need for any contingency monitoring as well as discussion of progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Annual Report	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	200	\$139	\$27,800
Associates	380	\$93	\$35,340
Administration	50	\$69	\$3,450
Subtotal			\$66,590

TASK 6-----

Annual Adaptive Management Recommendations

Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU consultant will present the recommendations to the Technical Committee as required. This will require travel time and preparation time.

Deliverables:

Written evaluation of any necessary adaptive management actions as well as discussion of progress towards meeting LORP objectives.

Budget:

Adaptive Management Recommendations	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	300	\$139	\$41,400
Associates	350	\$93	\$32,550
Administration	50	\$69	\$3,450
Subtotal			\$77,400

TASK 7-----

Project Management and Meetings

The MOU consultant will meet with LADWP and ICWD periodically to review progress or discuss issues. The MOU consultant will manage project assignments, schedules and budgets, provide monthly progress reports to LADWP, budget assessment and invoice each month. This task will require the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss the progress towards meeting the LORP objectives.

Budget:

Project Management and Meetings	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	400	\$139	\$55,600
Associates	400	\$93	\$37,200
Administration	80	\$69	\$5,520
Subtotal			\$98,320
	FY 2013-2014		
EXPENSES	Hours	Rate	Cost
Travel (Mileage 1500/trip @ \$0.52-\$0.56/mi)	10	\$780	\$7,800
Lodging	36	\$125	\$4,500
Per Diem	36	\$75	\$2,700
Subtotal			\$15,000
FY 2013-2014 TOTAL			\$308,072

Section 2. Adaptive Management Measures

There were no Adaptive Management Measures recommended that require additional budgetary considerations than those described above. If ongoing negotiations related to the LORP Pump Station make it feasible to implement alternative flow scenarios during the fiscal year, an amended budget will be prepared to address potential necessary costs.

Table 4. 2013-2014 Ecosystem Sciences Tasks

ICWD/LADWP Joint Costs			
Labor Estimate	FY 2013-2014		
Seasonal Habitat Flow/River Assessment			
Principals	60	\$139	\$8,340
Associates	80	\$93	\$7,440
Administration	10	\$69	\$690
Subtotal			\$16,470
Flood Extent Evaluation			
Principals	80	\$139	\$11,120
Associates	40	\$93	\$3,720
Administration	3	\$69	\$207
Subtotal			\$15,047
Rapid Assessment			
Principals	20	\$139	\$2,780
Associates	60	\$93	\$5,580
Administration	3	\$69	\$207
Subtotal			\$8,567
Creel Census			
Principals	64	\$139	\$8,896
Associates	10	\$93	\$930
Administration	8	\$69	\$552
Subtotal			\$10,378
Annual Report			
Principals	200	\$139	\$27,800
Associates	380	\$93	\$35,340
Administration	50	\$69	\$3,450
Subtotal			\$66,590
Adaptive Management Recommendations			
Principals	300	\$139	\$41,400
Associates	350	\$93	\$32,550
Administration	50	\$69	\$3,450
Subtotal			\$77,400
Project Management, Meetings and Preparation			
Principals	400	\$139	\$55,600
Associates	400	\$93	\$37,200
Administration	80	\$69	\$5,520
Subtotal			\$98,320
Total Labor			
Principals	1124	\$139	\$156,236
Associates	1320	\$93	\$122,760
Administration	204	\$69	\$14,076
Subtotal			\$293,072
EXPENSES			
Travel (Mileage 1500/trip @ \$0.52-\$0.56/mi)	10	\$780	\$7,800
Lodging	36	\$125	\$4,500
Per Diem	36	\$75	\$2,700
Subtotal			\$15,000

ANNUAL TOTAL		\$308,072
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Lower Owens River Project Adaptive Management Response to the Lone Pine Fire

The week of February 23, 2013 a wild fire burned approximately 500 acres of the riparian corridor along the Lower Owens River east on Lone Pine. The fire started approximately 0.5 mile south of Depot Road and extended south to Keeler Bridge. The fire resulted in almost the complete removal of all herbaceous vegetation. It is still unclear what the result to the existing riparian forest was. At first it appeared that with the high winds and large fuel loads that the fire moved quickly mainly burning the understory vegetation and that while the trees were scorched they may have not been badly damaged. Subsequent surveys indicate that many of the mature trees may have been killed. It is expected however that re-sprouting from root materials will occur.

The week following the fire, staff from the Inyo County Water Department, Los Angeles Department of Water and Power, the ranch lessees, and the MOU Consultants conducted extensive surveys of the burned area developed, and agreed to implement this fire restoration plan.

1. Work with lessee to remove cattle from floodplain

Anchor ranch staff began removing cattle from the affected area during the burn. Those efforts will continue through March 17, 2017. Cattle removed from the burned area will be held in the unburned section of the river until they can be moved to pastures out of the floodplain.

2. Remove beaver dams and tule mats with track excavator

LADWP will spend up to 40 hours with a tracked excavator and a dump truck to remove flow obstructions from the river channel beginning after March 13 and concluding before March 21, 2013. Up to three dams will be removed, but the dam identified by warm-water fishermen as key to maintaining a highly productive bass pool will remain intact.

3. Release March/April Delta Pulse Flow (10d/25cfs) from LORP Intake

March 14, 2013 LADWP will release an additional 21 cfs above that day's base flow from the LORP Intake for a 10 day duration. This will replace the scheduled Delta Pulse Flow that would be released from the LORP Pumpback Station. The flow is 21 cfs because the normal pulse flow is an increase of 21 cfs over the 4 cfs delta flow release during this time of year. Whatever water from this additional release that reached the Pumpback Station will flow to the delta

4. Coordinate clean-up with Mike Prather group

5. Close roads to the floodplain

All access roads to the floodplain will be closed beginning mid-March 2013 and remain closed throughout the summer of 2013. An evaluation of recovery will occur in the fall of 2013 to determine if continued closure is necessary.

6. Sign road closures

All closed roads will be signed. LADWP has purchased 11 signs. Inyo County will purchase an additional 11 signs.

7. Collect tree willow seed during seed fly

When tree willows begin producing seed in the spring of 2013, staff from Inyo County Water Department and LADWP will each spend 20 people days collecting seed.

8. Plant seeds at peak of seasonal habitat flow

During the peak of the 2013 Seasonal Habitat Flow staff from Inyo County Water Department and LADWP will each spend 20 people days distributing seed on the margin of the flooded extent and raking them into the soil. If necessary to create suitable soil moisture conditions for seeding, additional flow may be released from the Alabama Gates.

9. Plant 30 pole cuttings in the exclosure

LADWP will plant 30 pole cuttings that were gathered in the winter 2012-2013 in the Lone Pine grazing exclosure.

10. Monitor

Monitoring will consist of LADWPs ongoing Range Monitoring Program.

It is anticipated that the total cost of implementing the measures described above will cost approximately \$10,000. Per the agreement these costs are shared by the both the County and LADWP. The **"AGREEMENT BETWEEN THE COUNTY OF INYO AND CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER CONCERNING OPERATION AND FUNDING OF THE LOWER OWENS RIVER PROJECT"** Section "H. URGENT WORK" describes how costs are shared in circumstances such as the Lone Pine Fire.

"1. In the event of a situation where it is necessary to immediately conduct post-implementation work or an activity in order to protect public health or safety, to comply with the provisions of the Stipulation and Order, or to ensure the integrity or the efficient operation of the project, LADWP and/or Inyo County, will conduct the work (or cause the work to be conducted). The Inyo County Administrator and the Manager of the Los Angeles Aqueduct will meet within 48 hours from commencement of the work and attempt to agree on the need for the urgent work. As soon as practicable thereafter, the Parties will prepare a report that describes the work conducted, the cost of the work, and a recommendation as to the portion of the cost of the work to be funded by each agency. In the event that these individuals are in disagreement over the need for the urgent work or the apportionment of costs, if the other Party does not object, the other Party may continue to conduct such an activity at the risk of assuming the entire cost of the activity being conducted.

2. If there is no agreement on the urgency of the activity or the cost apportionment, the issue(s) in disagreement shall be submitted to the Standing Committee for resolution. If they cannot resolve a disagreement, the issues in disagreement will be submitted to the governing boards of each Party for resolution. If the governing bodies cannot resolve a disagreement, the issues in disagreement shall be resolved as provided in Sections II.F.5 and II.F.6."

LADWP staff will meet with staff from the California Department of Fish and Wildlife to discuss the removal of channel obstructions prior to any work being conducted. It is anticipated that CDFW will obtain any permit necessary to conduct this work.





Photograph of Dam 1



Photograph of dam 2



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: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Special Meeting of August 5, 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) _____ Date: _____
(The Original plus 20 copies of this document are required)



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 11:00
 Closed Session
 Informational

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Workshop on "Bartell Parcel"

DEPARTMENTAL RECOMMENDATION:

The Water Department requests your Board receive a recommendation from the Inyo County Water Commission and hear a presentation from the Big Pine Paiute Tribe related to the "Bartell Parcel."

SUMMARY DISCUSSION:

The Inyo County Water Commission met on August 12, 2013 to consider a recommendation from the Water Commission to the Board of Supervisors concerning the status of the "Bartell Parcel," a 5.6 acre LADWP-owned parcel located between Big Pine Unified School District and the Big Pine Paiute Tribe Reservation. At the Water Commission meeting, Sally Manning, Environmental Director for the Tribe, gave the Commission a presentation concerning the Bartell Parcel. The Commission felt it would be informative for your Board to also hear the presentation.

A staff report from the Water Department with background on the Bartell Parcel and the Inyo/Los Angeles Long-Term Water Agreement's provisions for LADWP-owned land is attached.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT: LADWP, Big Pine Paiute Tribe

FINANCING: N/A

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: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR: 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: *Sally Manning* Date: 8/14/13
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



**WATER DEPARTMENT
COUNTY OF INYO**

August 13, 2013

TO: Board of Supervisors

FROM: Water Commission

RE: Recommendation Regarding Bartell Parcel

The Water Commission met on August 12, 2013, with Commissioners Prather, Red Owl, Carrington, Symons and Dishion attending. At that meeting, the Commission discussed the Bartell Parcel, and received public comment on the matter. The Water Commission unanimously makes the following recommendation to the Board of Supervisors:

The Water Commission requests your Board direct staff to investigate a possible violation of the Water Agreement regarding irrigation of the Bartell Parcel in Big Pine.

Cc - Kevin D. Carunchio



(760) 878-0001
FAX: (760) 878-2552

EMAIL: mail@inyowater.org
WEB: <http://www.inyowater.org>

P.O. Box 337
135 South Jackson Street
Independence, CA 93526

**COUNTY OF INYO
WATER DEPARTMENT**

August 14, 2013

TO: Board of Supervisors

FROM: Water Department

SUBJECT: Background information relevant to "Bartell Parcel"

The "Bartell Parcel" is an approximately 5.6 acre parcel (assessor parcel numbers 004-120-11 and 004-160-05) located adjacent to and east of Highway 395, between Big Pine High School and the Big Pine Paiute Reservation (Figure 1). The Bartell parcel is owned by LADWP and was irrigated for pasture in the past but presently receives no irrigation. Aerial photography on file at the Water Department shows that the parcel was fully irrigated in 1981 through the mid-1990s, irrigation declined in the late-1990s, and has not occurred since about 2000 (Table 1). The parcel had been irrigated via a culvert underneath Highway 395 that delivered water to the west side of the parcel, but the culvert was removed in 2004 during highway reconstruction. The parcel has been leased to Joe Steward for many years.

Recently, the Big Pine Paiute Tribe has raised questions about the condition of the parcel, and the County has requested that the Technical Group explore options for improving conditions in the parcel. The Big Pine Paiute Tribe, in correspondence dated September 24, 2012, requested that LADWP resume irrigation of the parcel. LADWP's response, dated November 7, 2012, asserted that the parcel is classified as "dry grazing" and that past irrigation of the parcel was from non-LADWP sources and was not authorized by LADWP. "Dry grazing" is not a Water Agreement classification, but is a classification related to LADWP lease terms. LADWP asserted that the unauthorized sources of water were tail-water from an adjacent private parcel and diversion of Big Pine Water Association ditches by the lessee, and that irrigation was curtailed when LADWP became aware of the irrigation on the parcel and required that the lessee discontinue irrigation. The Water Department, in correspondence dated March 1, 2013, requested that the Technical Group look at options for improving the condition of the Bartell parcel, including consideration of revision to the scope of the Big Pine Northeast Regreening Project to accommodate improvement to the Bartell parcel. LADWP replied that, while they were not open to modifications to the Big Pine Northeast Regreening Project, they would support the Technical Group exploring the feasibility of a project in Big Pine.

In a letter dated March 22, 2013, LADWP notified the lessee that the parcel was unsightly and a fire hazard and to correct the problem within 30 days. The lessee cleared, piled, and burned dead vegetation, and the parcel is presently barren and dry. In a letter dated May 31, 2013, LADWP notified the lessee that the parcel was allegedly a source of dust and that he should provide his plan for resolving the issue within 10 days.

The Water Agreement requires that LADWP land supplied with water during the 1981-82 runoff year (April 1981-March 1982) continue to be supplied with water such that significant decreases in or changes in vegetation from the conditions that existed during 1981-82 are avoided, and so that the water related uses of the land may continue (Water Agreement Section IV.A). The 1991 FEIR clarified the Water Agreement's requirements for irrigated land, indicating that *"land owned by Los Angeles that was supplied with water or irrigated in the 1981-82 runoff year or thereafter will continue to be supplied with water or irrigated in the future."* The Water Agreement generally classifies LADWP land in categories related to its water use, and irrigated land is classified as "Type E." The parcel is not classified on the Water Agreement vegetation type maps. The vegetation mapping effort that produced the Water Agreement vegetation maps originated as a rangeland vegetation survey and generally did not map or assign vegetation types to LADWP land located within towns.

A plain reading of the Water Agreement's requirements for irrigated lands suggests that since the parcel was irrigated in 1981 and thereafter, it should continue to be irrigated. The Water Department requested LADWP's concurrence that the parcel should be considered Type E (letter from Bob Harrington to Jim Yannotta, July 8, 2013). LADWP responded (letter from Jim Yannotta to Bob Harrington, July 31, 2013), that the parcel was not mapped as Type E, that the lessee irrigated the parcel with the belief that a water right basis existed pursuant to shares in the Big Pine Water Association, and that LADWP's records do not support the theory that LADWP supplied water to the parcel in the past. If the irrigation that occurred was conducted without LADWP's consent through exercise of water rights other than LADWP's, and done contrary to their lease agreement, then it's not clear that the Water Agreement's requirements for irrigated land apply. Appendix I provides excerpts from the Water Agreement, Green Book, and 1991 Final Environmental Impact Report related to irrigated land.

Table 1. Irrigation history of Bartell parcel as determined from summertime aerial photography.

Year	Irrigation status
1981	Fully irrigated
1990	Fully irrigated
1991	Fully irrigated
1992	Fully irrigated
1993	Fully irrigated
1996	Partially irrigated
2000	Minimal irrigation
2005	Dry
2009	Dry
2010	Dry
2012	Dry



Figure 1. Location of Bartell Parcel.

APPENDIX I: WATER AGREEMENT, GREEN BOOK, AND 1991 FEIR SECTIONS PERTAINING TO IRRIGATED LAND.

WATER AGREEMENT SECTION II.E:

TYPE E CLASSIFICATION. This classification is comprised of areas where water is provided to City-owned lands for alfalfa production, pasture, recreation uses, wildlife habitats, livestock, and enhancement/mitigation projects. This classification is shown as blue on the management maps and includes approximately 18,830 acres.

WATER AGREEMENT SECTION IV.A:

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

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

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

GREENBOOK SECTION I.B.4:

Type E Vegetation-Water Management

If a significant decrease or change in vegetation conditions from those which existed during the 1981/82 runoff year is projected to occur because of a reduction in the supply of water to the

affected lands, and the reduction is not a result of an agreement of the parties pursuant to Section IV.A of the Agreement, if feasible, the supply of water will be immediately increased to avoid such a decrease or change.

The Agreement recognizes that successive dry years could result in insufficient water supply to meet all needs. Section 1V.A of the Agreement provides that during periods of water shortages, a program to reduce the amount of irrigation water supply for Los Angeles-owned lands may be implemented if such a program is approved by the County Board of Supervisors and the Department. Factors that will be considered in determining if such a program is to be implemented include: 1) water use, supply, and conservation in Los Angeles; 2) flows in the Los Angeles Aqueduct System; 3) surface water runoff conditions; 4) level of groundwater extractions; and 5) extent of well turn-offs implemented for purposes of environmental protection.

FINAL 1991 EIR:

COMMENT S-1

The Draft EIR Summary makes it unclear whether, under the vegetation management goals of the Agreement, the 1984-87 period or the 1981-82 period serves as the base of comparison for determining decreases and changes in vegetation.

RESPONSE S-1

The vegetation conditions as inventoried between 1984 and 1987 serve as the base of comparison for determining decreases and changes in vegetation under the management goals of the Agreement. The confusion arises because the Agreement provides that lands owned by Los Angeles that were irrigated in the 1981-82 runoff year or thereafter will continue to be irrigated. To avoid this confusion over these differing time periods, the second paragraph on page S-6 of the Draft EIR is revised to read as follows:

The Agreement provides that land owned by Los Angeles that was supplied with water or irrigated in the 1981-82 runoff year or thereafter will continue to be supplied with water or irrigated in the future. It also provides that there will be no significant future reductions in recreational uses and wildlife habitat that have been dependent on water supplied by Los Angeles in the 1981-82 runoff year or thereafter.

FINAL 1991 EIR SECTION 5:

Groundwater Pumping on the Bishop Cone

Under a stipulation and order filed in Inyo County Superior Court in 1940 (commonly called the

"Hillside Decree"), Los Angeles is precluded from exporting groundwater from an area surrounding Bishop that is commonly referred to as the "Bishop Cone." Under this decree, Los Angeles is permitted to pump and use groundwater on its lands on the Bishop Cone.

The Agreement provides that Los Angeles will continue to irrigate its lands on the Cone that were irrigated in 1981-82, and any other of its lands on the Cone that have been irrigated since 1981-82. It is estimated that Los Angeles has annually supplied approximately 27,000 acre-feet of water (not including conveyance losses) to its lands on the Cone since 1981-82, while Los Angeles has annually extracted only 11,500 acre-feet from pumped and flowing wells on the Cone. Thus, under the Hillside Decree, Los Angeles may increase groundwater pumping from the Cone. (The exact amount of the allowable increase is uncertain, but will be established as set forth below.) Any increase in groundwater pumping on the Bishop Cone is governed by the Hillside Decree and the Agreement. The Agreement provides:

Any groundwater pumping by the Department on the "Bishop Cone" (Cone) will be in strict adherence to the provisions of the Stipulation and Order filed on the 26th day of August, 1940, in Inyo County Superior Court in the case of Hillside Water Company, a corporation, et al. vs. The City of Los Angeles, a Municipal Corporation, et al. ("Hillside Decree").

The Department's annual groundwater extractions from the Cone shall be limited to an amount not greater than the total amount of water used on Los Angeles owned lands on the Cone during that year. Annual groundwater extractions by the Department shall be the total of all groundwater pumped by the Department on the Cone, plus the amount of artesian water that flowed out of the casing of uncapped wells on the Cone during the year. Water used on Los Angeles-owned lands on the Cone shall be the quantity of water supplied to such lands, including conveyance losses, less any return flow to the aqueduct system.

Before the Department may increase groundwater pumping above present levels, or construct any new wells on the Cone, the Technical Group must agree on a method for determining the exact amount of water annually used on Los Angeles owned lands on the Cone. The agreed-upon method shall be based on a jointly conducted audit of such water uses.

Increased groundwater pumping from the Bishop Cone is more fully described in Chapter 16, Ancillary Facilities.

REDUCTION IN THE AMOUNT OF IRRIGATED ACREAGE OF LOS ANGELES-OWNED LAND

From the mid-1960s to 1970, the total leased acreage classified by Los Angeles as irrigated was reduced from 21,800 acres to 11,600 acres. The leases of the remaining irrigated acres provided for a firm commitment of irrigation water for the land even in dry years. This was a change from

the earlier leases which provided for a total cut-off or a partial reduction in irrigation supplies in dry years.

Between 1970 and 1990, the amount of irrigated Los Angeles-owned land increased from 11,600 acres to 14,200 acres. Of this amount, 2,000 acres were added because of enhancement/mitigation projects, 400 acres were added because of land purchases by Los Angeles in the Olancho-Cartago area, and 200 acres were added to the existing ranch lease irrigation program. Under the Agreement, LADWP must continue to provide enough water for Los Angeles-owned lands in Inyo County in an amount sufficient to continue the water-related uses of such lands that were in effect during the 1981-82 runoff year. LADWP must continue to provide water to Los Angeles-owned lands in the Olancho-Cartago area such that the lands that have received water in the past will continue to receive water.

Lands to be supplied with water will be managed so as to avoid causing significant decreases and changes in vegetation from conditions that existed on such lands during the 1981-82 runoff year. However, the conversion of cultivated land by LADWP, or its lessee, to other irrigated uses shall not be considered a significant decrease or change. The Agreement also provides that significant decreases in recreational uses and wildlife habitats on such lands (which in the past have been dependent on water supplied by LADWP) are to be avoided.

The Agreement provides that during periods of dry-year water shortages, the Technical Group will evaluate existing conditions. A program providing for reasonable reductions in irrigation water supply for Los Angeles-owned lands in Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and LADWP.

WATER AGREEMENT SECTION XIX:

LEASE CHARGES. Los Angeles or its Department shall have the right to seek and use funding from a lessee if a new enhancement/mitigation project is developed on lands leased by the lessee from Los Angeles and the project will increase the value of the lease. Such funding may be obtained through normal Department ranch leasing practices.

Except as provided above, lease charges and/or charges for water supplied by Los Angeles and its Department to its Owens Valley lessees may not be increased or decreased, or altered in any way, as a result of any provision of this Stipulation and Order. This provision is not to be construed as preventing rent increases which the city may determine to implement in the ordinary course of business following its usually applicable practices and principles in the determination of the need for rent increases, capitalization of improvements, or land reclassification.



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 11:30 a.m. Closed Session Informational

FROM: Inyo County Planning Department/Commission

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Road Abandonment No. 2013-01/Indian Creek CSD

DEPARTMENTAL RECOMMENDATION: Requests the Board of Supervisors:

- (1) Consider a proposed resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring its Intent to Vacate That Portion of Birch Street in West Bishop and Setting and Providing Notice of a Public Hearing on Said Vacation.
- (2) Adopt the attached Resolution.
- (3) Set a Public Hearing pursuant to the California Streets and Highways Code for September 10, 2013 at 11:30 a.m.

SUMMARY DISCUSSION: The applicant, Indian Creek-Westridge Community Services District (CSD) has requested a road abandonment for a 60-foot wide portion of Birch Street lying westerly of Grandview Road in West Bishop. The applicant is seeking this abandonment in order to place an emergency backup generator and a propane tank to fuel the generator. The portion to be abandoned is a dead-end street with residential units to the south and west and a school and well yard to the north. The well yard contains infrastructure components for the Indian Creek-Westridge water supply and will work in conjunction with the proposed generator. The only parcel that is accessed via this portion of Birch Street is the well yard, which will continue to be accessed via Birch Street, but with a slight reconfiguration. Attached is a site plan showing the CSD's proposal (Attachment 2).

On July 24, 2013, the Planning Commission found the proposed Road Abandonment No. 2013-01/Indian Creek CSD to be in conformance with the Inyo County General Plan, and adopted a Resolution recommending the Board of Supervisors approve the abandonment and that the applicant indemnify and hold the County harmless for and from any action associated with this approval (Attachment 3).

Chapter 3, part 3, Division 9 of the California Streets and Highways Code, outlines the process by which a County right-of-way can be vacated. To initiate the vacation, the Board of Supervisors must, by order, declare its intent to vacate said right-of-way and set the date, hour, and place of a public hearing to consider the vacation. If the Board adopts the attached resolution, the Planning Department and Board Clerk will post and publish this Notice of Intent to in accordance with California Street and Highways Code Sections 8321, 8322, and 8323.

If the Board adopts the proposed Resolution, on September 10, 2013, the Board will need to conduct a public hearing on the vacation of said portion of Birch Street, and a Resolution of Vacation will be considered. Upon adoption of the Resolution of Vacation, and after the required 15-day appeal period, the Vacation will be complete.

ALTERNATIVES:

- Do NOT adopt the attached Resolution of Intent to abandon said portions of Birch Street in the community of West Bishop. This alternative is not recommended, as the street is unnecessary since it is a dead-end street that does not provide access to the surrounding parcels other than the well yard and is necessary to house the backup emergency generator.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT: Inyo County Road Department

FINANCING: No direct impact.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>yes</i> <i>Nanawala</i> 8/7/13
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/7/13

Attachments:

- (1) Proposed Board Resolution
- (2) Vicinity Map, Exhibit Map, and Legal Description
- (3) Planning Commission Resolution #2013-02
- (4) Planning Commission Staff Report

RESOLUTION NO. 2013 - ____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, DECLARING ITS INTENT TO VACATE THAT PORTION OF BIRCH STREET IN WEST BISHOP AND SETTING AND PROVIDING NOTICE OF A PUBLIC HEARING ON SAID VACATION

WHEREAS, on May 29, 2013, an application to vacate that portion of Birch Street in West Bishop was submitted to the County by the Indian Creek-Westridge Community Services District (CSD); and

WHEREAS, on July 24, 2013 the Planning Commission found that the road vacations proposed by the application are consistent with the Inyo County General Plan, pursuant to Government Code Section 65402, and adopted a Resolution recommending that the Board of Supervisors approve said abandonment and that the applicant indemnify and hold the County harmless for and from any action associated with said approval; and

WHEREAS, an abandonment shall be conducted pursuant to Chapter 3, Part 3, Division 9 of the California Streets and Highways Code, which permits the Board of Supervisors to initiate proceedings to vacate a County right-of-way by declaring its intent to vacate said right-of-way and setting a hearing on the proposed vacation, by order.

NOW, THEREFORE, BE IT RESOLVED that this Board of Supervisors hereby declares its intent to vacate portions of County right-of-ways described as follows:

A portion of Section 11, Township 7 South, Range 32 East, M.D.B. & M. described as all that portion of Birch Street lying west of the westerly prolongation of the right-of-way line of Grandview Street, being the northerly sixty feet of Lot 67, together with the curb return segment depicted on said plat falling westerly of the prolonged westerly right-of-way line of Grandview Street, Block 1 of the Grandview Heights subdivision on the plat filed in Book 2 of maps at Page 25 in the office of the Inyo County Recorder, containing 7,666 square feet, more or less; and

BE IT FURTHER RESOLVED, that in accordance with Chapter 3, Part 3, Division 9 of the California Streets and Highways Code, this Board of Supervisors hereby sets a hearing on the aforementioned proposed roadway vacation to be conducted before it on the 10th day of September, 2013, at 11:30 a.m., in the Board of Supervisors Room, County Administrative Center, Independence, California; and

BE IT FURTHER RESOLVED that this Notice of Intent shall be posted and published in accordance with California Streets and Highways Code Sections 8321, 8322, and 8323.

**PASSED AND ADOPTED ON THIS 20 DAY OF AUGUST, 2013 BY THE
FOLLOWING VOTE:**

AYES:

NOES:

ABSTAIN:

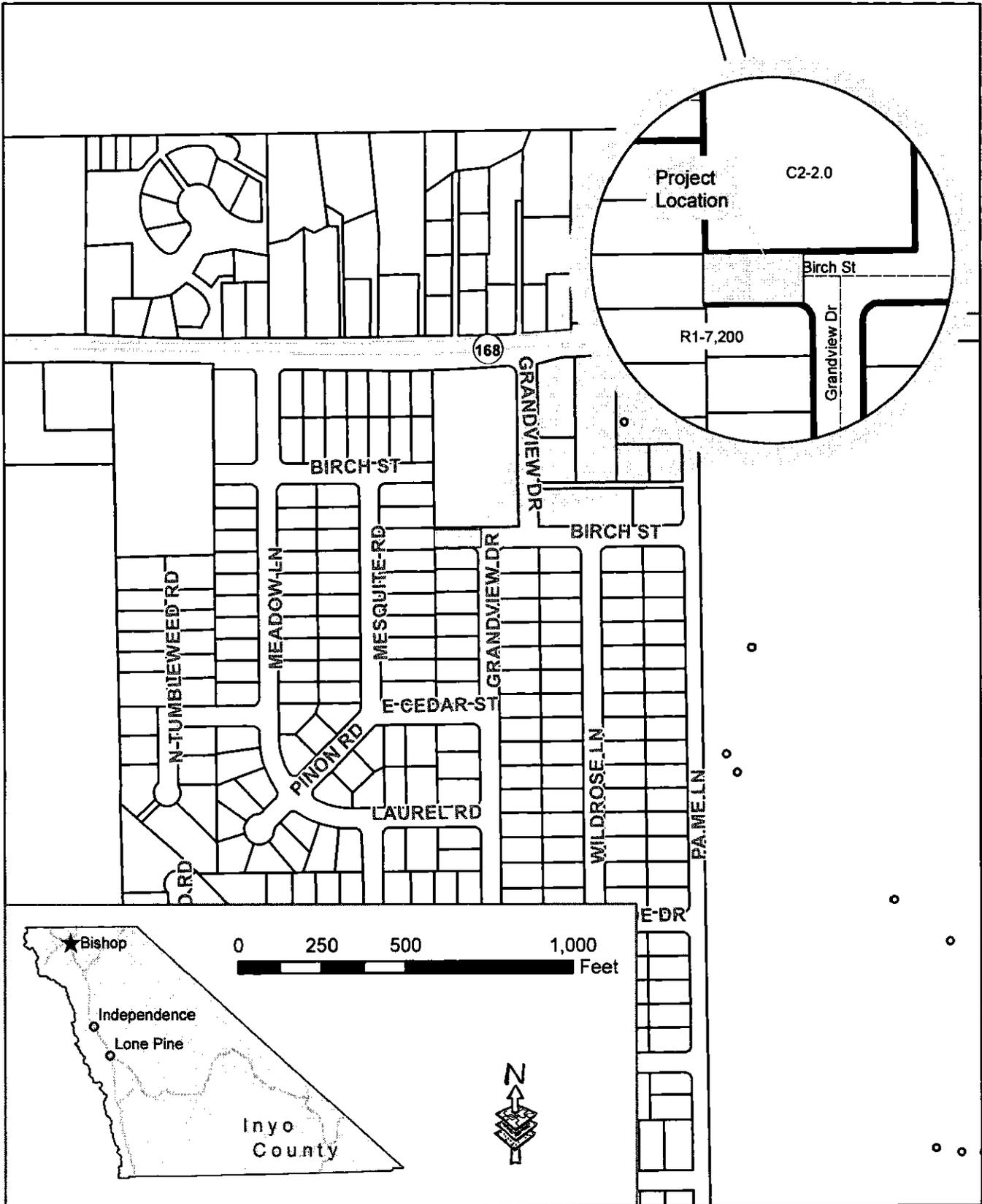
ABSENT:

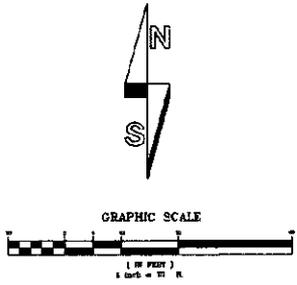
**Linda Arcularius, Chair
Inyo County Board of Supervisors**

**ATTEST:
KEVIN CARUNCHIO
Clerk of the Board**

**By: _____
Pat Gunsolley, Assistant**

Vicinity Map





LEGEND

- ⊕ CONCRETE MAIL IN ASPHALT NO REFERENCE, FIELD FOR CENTERLINE
- ⊕ HYDRANT
- ⊕ WATER VALVE
- ⊕ UNDERGROUND PVC VALVE
- ⊕ SANITARY SEWER MANHOLE
- ⊕ GPOF ELEVATION
- ⊕ AD PAVING
- ⊕ CONCRETE PAVING

LOT 7

TRACT #182
SDMB 4/27

LOT 8

LOT 9

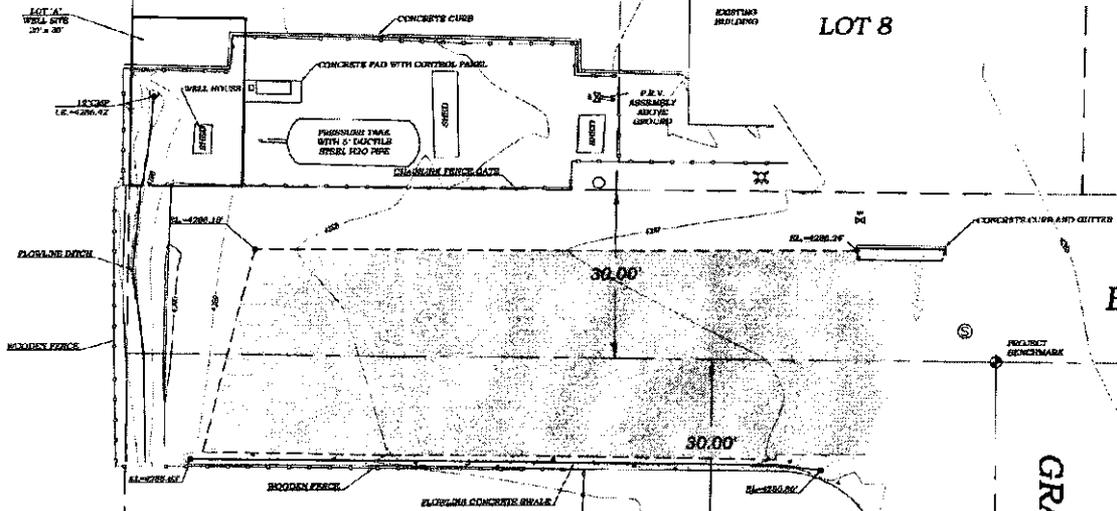
GRANDVIEW ROAD

BIRCH STREET
(PAVED)

GRANDVIEW ROAD

GRANDVIEW HEIGHTS SUBDIVISION

LOT 67



SITE INFORMATION

IRIGAIN CORP. - WESTWOOD COMMUNITY SERVICE DISTRICT WELL SITE, LOT 'A', FOR SDBS 4, PAGE 27, HYD COUNTY OFFICIAL RECORDS, 880 + 50.77.

PROJECT BENCHMARK

THIS INTERSECTION OF BIRCH AND GRANDVIEW DRIVES, BEING A CONCRETE MAIL IN ASPHALT ELEVATION + 6296.35 45ND 65 DACTYL.



I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA. THIS MAP REPRESENTS A SITE PLAN SURVEY MADE BY ME ON DECEMBER 27TH, 2018. THIS MAP DOES NOT INCLUDE ENCUMBRANCES EXCEPT THOSE SPECIFICALLY DELINEATED HEREON.

J. K. B. S.
Professional Seal No. L.S. 8007

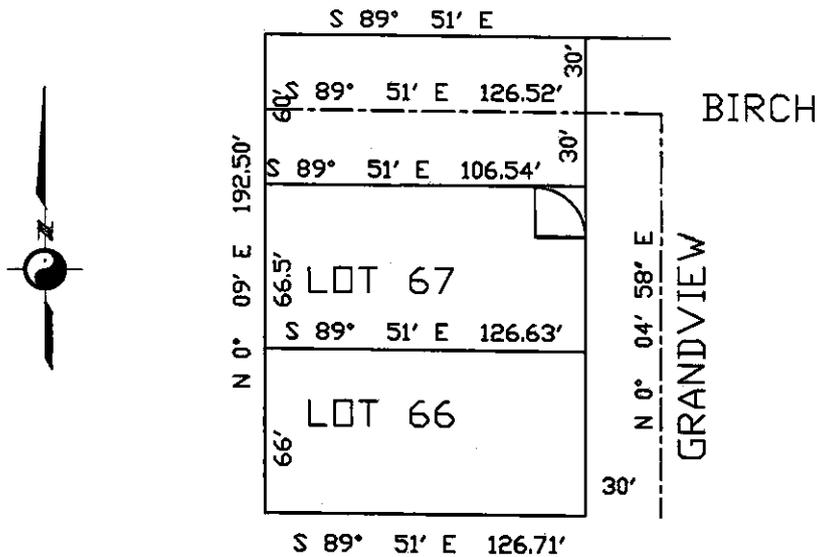
SITE PLAN
J. K. B. S. WELL SITE
IRIGAIN CORP. COMMUNITY SERVICE DISTRICT

Eastern Sierra Land Surveys, Inc.
14000 N. 10th St.
Tulare, CA 93230
(559) 938-1111

DATE	2/27/2019
BY	J. K. B. S.
CHECKED BY	J. K. B. S.
SCALE	AS SHOWN
PROJECT	J. K. B. S. WELL SITE
DATE	2/27/2019

RELINQUISHMENT:

A PORTION OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 32 EAST, M.D.B. & M. DESCRIBED AS ALL THAT PORTION OF BIRCH STREET LYING WEST OF THE WESTERLY PROLOGATION OF RIGHT-OF-WAY LINE OF GRANDVIEW STREET, BEING THE NORTHERLY SIXTY FEET OF LOT 67, TOGETHER WITH THE CURB RETURN SEGMENT, DEPICTED ON SAID PLAT FALLING WESTERLY OF THE PROLONGED WESTERLY RIGHT-OF-WAY LINE OF GRANDVIEW STREET BLOCK 1 OF THE GRANDVIEW HEIGHTS SUBDIVISION ON THE PLAT FILED IN BOOK 2 OF MAPS AT PAGE 25 IN THE OFFICE OF THE INYO COUNTY RECORDER. CONTAINING 7666 SQUARE FEET, MORE OR LESS.



CURB RETURN
 DELTA = 90° 04' 02"
 R = 20.00
 L = 31.44
 T = 20.02
 SECTOR = 314.39 SQ FT
 SEGMENT = 114.39 SQ FT

TOTAL RELINQUISHMENT AREA
 = 7,665.9 SQ FT.

EASEMENT:

(TO BE FILED AFTER THE RELINQUISHMENT)

AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF AN EMERGENCY GENERATION SYSTEM OVER THE NORTHERLY THIRTY FEET OF LOT 67, BLOCK ONE OF THE GRANDVIEW HEIGHTS SUBDIVISION AS DEPICTED ON THE MAP FILED IN BOOK 2 OF MAPS AT PAGE 25 IN THE OFFICE OF THE INYO COUNTY RECORDER.



RESOLUTION NO. 2013-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, FINDING THAT PROPOSED ROAD ABANDONMENT #2013-01/INDIAN CREEK CSD IS IN CONFORMANCE WITH THE INYO COUNTY GENERAL PLAN AND RECOMMENDING THAT THE INYO COUNTY BOARD OF SUPERVISORS APPROVE THAT ROAD ABANDONMENT, SUBJECT TO CERTAIN CONDITIONS

WHEREAS, on May 29, 2013, the County of Inyo has received an application to abandon a County right-of-way described as a portion of Section 11, Township 7 South, Range 32 East, M.D.B. & M. described as all that portion of Birch Street lying west of the westerly prolongation of right-of-way line of Grandview Street, being the northerly sixty feet of lot 67, together with the curb return segment depicted on said plat falling westerly of the prolonged westerly line of Grandview Street, Block 1 of the Grandview Heights subdivision on the plat filed in Book 2 of maps at Page 25 in the office of the Inyo County Recorder, containing 7,666 square feet, more or less; and

WHEREAS, such an abandonment may be conducted pursuant to Chapter 3 of Part 3 of Division 9, commencing with Section 8320, of the Streets and Highways Code; and

WHEREAS, Government Code Section 65402 requires a proposed street abandonment to first be reviewed by the Planning Commission for a determination as to the proposal's conformance with the County General Plan; and

WHEREAS, the Planning Commission has found that the proposed road abandonment is consistent and in conformance with the Inyo County General Plan; and

WHEREAS, in accordance with the conditions necessary to identify viable candidates for street abandonment, the Planning Commission has determined the subject streets are not the sole route of access for any property in the vicinity and that the abandonment of said roadways will not cut off required access to contiguous properties; and

WHEREAS, the Planning Commission has found the application for the road abandonment to be exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) guidelines (General Rule) since there is no possibility that the activity in question will have a significant effect on the environment and placement of the backup emergency generator to be categorically exempt from CEQA under the Class 3 exemption, "New construction or conversion of small structures, such as water main, sewage, electrical, gas, and other utility extensions" and does not meet any of the exceptions to the exemptions listed in Section 15300.2 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that this Planning Commission finds Road Abandonment No. 2013-01/Indian Creek CSD to be in conformance with the Inyo County General Plan; and

BE IT FURTHER RESOLVED, that the Planning Commission makes, and recommends that the Board of Supervisors adopt, the following Conditions of Approval for the proposed project:

RECOMMENDED CONDITIONS OF APPROVAL:

1. Hold Harmless: the applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning Road Abandonment #2013-01/Indian Creek CSD.

Passed and adopted this 24th day of July, 2013.

AYES: Stoll, Payne, Corner, ~~Wahrenbrock~~ *nb*

NOES:

ABSTAIN: *Wahrenbrock*

ABSENT: Wasson



Paul Payne, Vice-Chair
Inyo County Planning Commission

ATTEST: Joshua Hart, AICP
Planning Director

By: 

Nolan Bobroff
Secretary of the Commission



**Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526**

Phone: (760) 878-0263

FAX: (760) 878-0382

E-Mail: invoplanning@inyocounty.us

AGENDA ITEM NO.: 5 (Action Item – Public Hearing)

**PLANNING COMMISSION
MEETING DATE:** July 24, 2013

SUBJECT: Road Abandonment No. 2013-01/Indian
Creek Community Service District (CSD)

EXECUTIVE SUMMARY

The applicant, Indian Creek-Westridge CSD, is requesting a road abandonment for a 60-foot wide portion of Birch Street lying westerly of Grandview Road in Bishop, CA. The applicant is seeking this abandonment in order to place an emergency backup generator and a propane tank to fuel the generator. The portion to be abandoned is a dead-end street with residential units to the south and west and a school and well yard to the north. The well yard contains infrastructure components for the Indian Creek-Westridge water supply and will work in conjunction with the proposed generator. Access for the well yard is achieved via this portion of Birch Street and access will continue to be via Birch Street with a slight reconfiguration after the road is abandoned. The adjacent residential parcels are not accessed via Birch Street. The exhibit map, legal description, and vicinity map are included in Attachment "1."

The Public Streets, Highways, and Service Easements Vacation Law, set forth in Section 8300 et seq. of the California Street and Highway Code, allows a County Board of Supervisors to abandon a road under its jurisdiction upon making certain findings following a public hearing. Section 8313 of the Abandonment Law and Section 65402 of the Government Code, states that before the Board of Supervisors may order such an abandonment, the County Planning Commission must review the proposed abandonment and find it is in conformance with the County's General Plan and adopt a resolution of their findings.

PROJECT INFORMATION

Supervisory District: Three

Applicants: Indian Creek-Westridge CSD

Landowners: Inyo County Office of Education; Arnie & Kelliann Palu

Address: 126.5' Section of Birch Street located westerly of Grandview Road in Bishop, CA

Community: Bishop – Grandview Heights Subdivision

A.P.N.s: 011-160-38; 011-280-67

General Plan: Retail Commercial (RC); Residential Medium Density (RM)

Zoning: Highway Services & Tourist Commercial (C2-2.0); Single Family Residential (R1-7,200)

Size of Parcel(s): Section of road to be abandoned is approximately 126.52-foot long by 60-foot wide. (.17 acres)

Surrounding Land Use:

Location	Use	General Plan Designation	Zoning
Site 7,666 sf (.18 acres)	Developed roadway	Retail Commercial (RC); Residential Medium Density (RM)	Highway Services & Tourist Commercial (C2-2.0); Single Family Residential (R1-7,200)
North APN: 011-160-38 116,790 sf (2.68 acres)	School; Well yard	Retail Commercial (RC)	Highway Services & Tourist Commercial (C2-2.0)
East	Developed roadway	Residential Medium Density (RM)	Single Family Residential (R1-7,200)
South APN: 011-280-67 7,764 sf (.18 acres)	Residential	Residential Medium Density (RM)	Single Family Residential (R1-7,200)
West APN: 011-152-19 10,637 sf (.24 acres)	Residential	Residential Medium Density (RM)	Single Family Residential (R1-7,200)

Recommended Action: Find that the proposed road abandonment is consistent with the Inyo County General Plan and recommend approval of the proposed abandonment to the Board of Supervisors.

Alternatives:

1) Find the proposed road abandonment to be inconsistent with the Inyo County General Plan, thereby effectively recommending denial of the proposed road abandonment to the Board of Supervisors.

2) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner:

Nolan Bobroff, Planning Coordinator

PROJECT DESCRIPTION

The applicant has requested that a portion of Birch Street (60-feet wide) lying west of the westerly prolongation of the right-of-way line of Grandview Road be abandoned. This portion of Birch Street is a dead-end street. The applicant is seeking this abandonment in order to place an emergency backup generator and a propane tank to fuel the generator. All of the adjacent property owners gave written consent to the proposed road abandonment (Attachment "2").

Once abandoned, the entire section of road will become part of the lot to the south, lot 67 as shown on the exhibit map. This is different from most road abandonments in which the section of road abandoned is divided equally to the property owners directly adjacent to the section of road. This is because the roads within the Grandview Heights subdivision were established through dedication and remain part of the subdivision. Through an agreement between the property owner of Lot 67 and the Indian Creek-Westridge CSD, the property owner will convey the northerly 30 foot portion of the newly enlarged lot to the Indian Creek-Westridge CSD. Conveyance of land to a Government Agency is exempt from the Subdivision Map Act.

STAFF ANALYSIS

Site Description

The Grandview Heights subdivision final map was approved by the Inyo County Board of Supervisors on July 25, 1958. The original recorded subdivision map had an easement for Grandview Road originating at the western edge of the portion of Birch Street to be abandoned and running to the north parallel along the western edge of what is now the school parcel. The present alignment for Grandview Road runs along the eastern boundary of the school parcel as shown on the exhibit map. Because of this, Birch Street is a dead-end street and only provides access to the aforementioned well yard.

General Plan Consistency

Pursuant to Section 65402 of the Government Code, the vacation or abandonment of a road by a public agency must be reviewed by the planning agency for consistency with

the general plan. The Planning Commission must make a determination that the proposed action is consistent with the general plan. While there are no specific General Plan policies within the Inyo County General Plan that apply directly to the vacation or abandonment of a roadway, there are policies within the General Plan relevant to the proposed action.

The policies applicable to this project include:

Policy RH-1.5:

Proper Access: Provide proper access to residential, commercial, and industrial areas.

Policy LU-2.14

Access: The County shall require the adequate vehicle access is provided to all neighborhoods and developments consistent with the intensity of residential development.

Discussion: The portion of Birch Street to be abandoned only provides access to a well yard containing tanks belonging to the applicant, the Indian Creek-Westridge CSD. Access for the well yard will continue to be via Birch Street, but with a slightly different configuration. Access for the adjacent residential parcels is located elsewhere.

Policy LU-3.2:

Retail Commercial Designation (RC): This designation provides for retail and wholesale commercial uses, service uses, offices, public and quasi-public uses, and similar and compatible uses.

Discussion: The future use of the northern 30 feet of Birch Street to house a backup emergency generator for the water supply is consistent with the above policy since it is a public or quasi-public use.

Policy LU-2.3:

Residential Medium Density Designation (RM): This designation provides for single-family residential neighborhoods within urban areas, public and quasi-public uses, and similar and compatible uses. Connection to both an acceptable sewer and water system is mandatory for new subdivisions.

Discussion: While the Grandview Heights subdivision is not a new subdivision, it is connected to a sewer and water system. Placement of the backup generator on the portion of road to be abandoned will allow for a continuous supply of potable water in the event of a power outage or if there was a need for increased water pressure due to an emergency such as a fire.

Zoning Ordinance Consistency

The project site is zoned Highway Services & Commercial (C2-2.0) and Single Family Residential (R1-7,200). The portion of road will become part of the adjacent parcels and remain consistent with the zoning designations.

Access/Traffic

The portion to be abandoned is a dead-end street. Birch Street runs east-west and is disconnected due to the alignment of Grandview Road that is different from the originally recorded map.

Access for the well yard is achieved via this portion of Birch Street and access will continue to be via Birch Street with a slight reconfiguration after the road is abandoned. The adjacent residential parcels are not accessed via Birch Street.

Public Services

Sewer:	Eastern Sierra Community Services District
Water:	Indian Creek-Westridge Community Service District
Electric:	Southern California Edison
Telephone:	Verizon
Schools:	Bishop Unified School District
Fire:	Bishop Rural Fire Protection
Law Enforcement:	Inyo County Sheriff

ENVIRONMENTAL REVIEW

The application for abandoning this section of Birch Street is exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) guidelines since there is no possibility that the activity in question would have a significant effect on the environment since the roadway is pre-existing and is a dead-end street.

Placement of the backup emergency generator on the abandoned road is Categorical Exempt from the provisions of CEQA, under the Class 3 exemption, "New construction or conversion of small structures, such as water main, sewage, electrical, gas, and other utility extensions" and does not meet any of the exceptions to the exemptions listed in Section 15300.2 of the CEQA Guidelines.

RECOMMENDATIONS

Staff recommends the Planning Commission adopt the attached resolution, to be transmitted to the Board of Supervisors, with the following findings and conditions of approval:

Recommended Findings:

1. Finds Road Abandonment No. 2013-01 to be in conformance with the Inyo County General Plan.

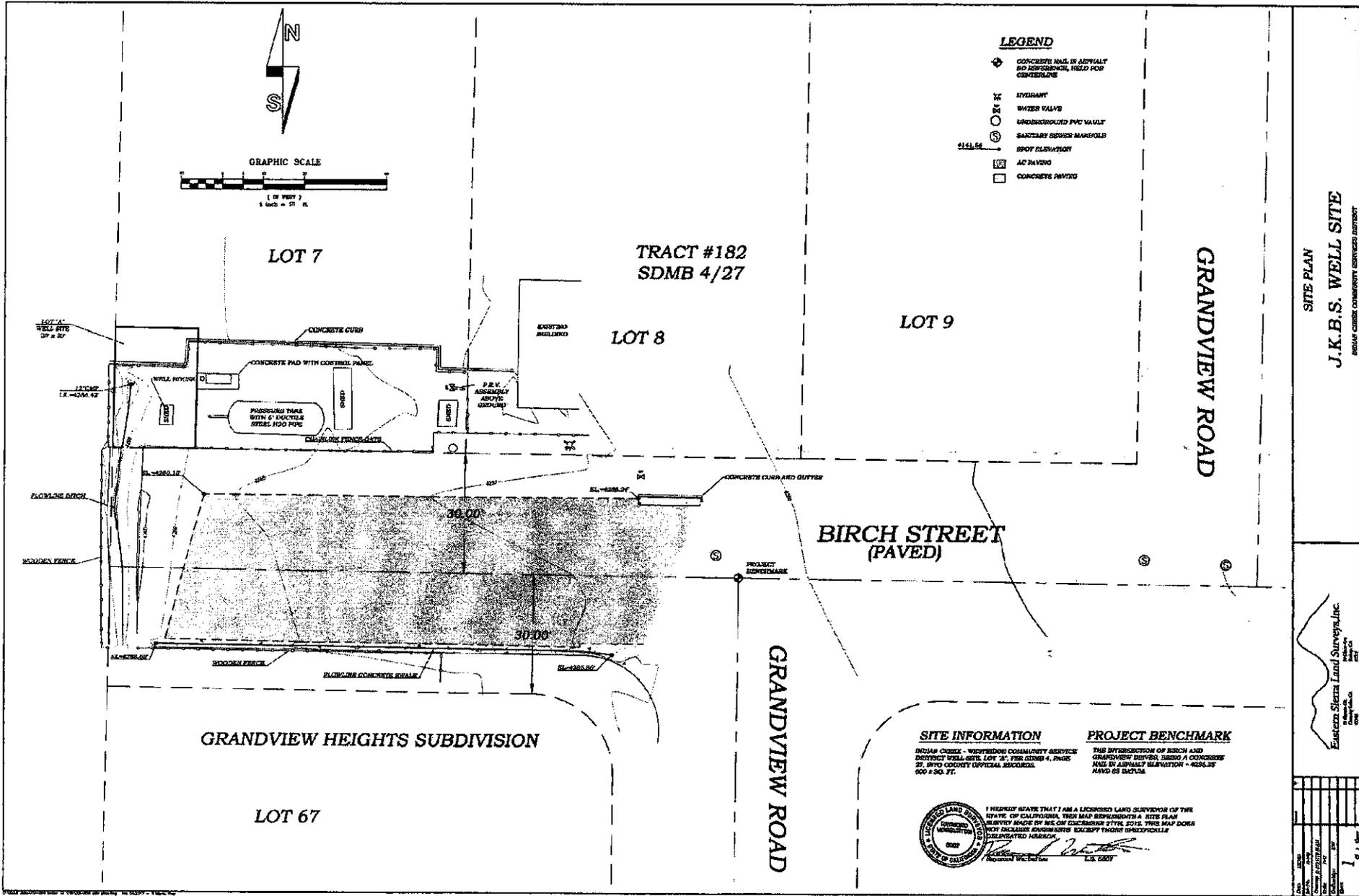
Recommended Conditions of Approval:

1. Hold Harmless: the applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal

boards, or its legislative body concerning Road Abandonment #2013-01/Indian Creek CSD.

Attachments:

- 1) Exhibit Map, Legal Description & Vicinity Map
- 2) Consent to Road Abandonment
- 3) Planning Commission Resolution No. 2013-02



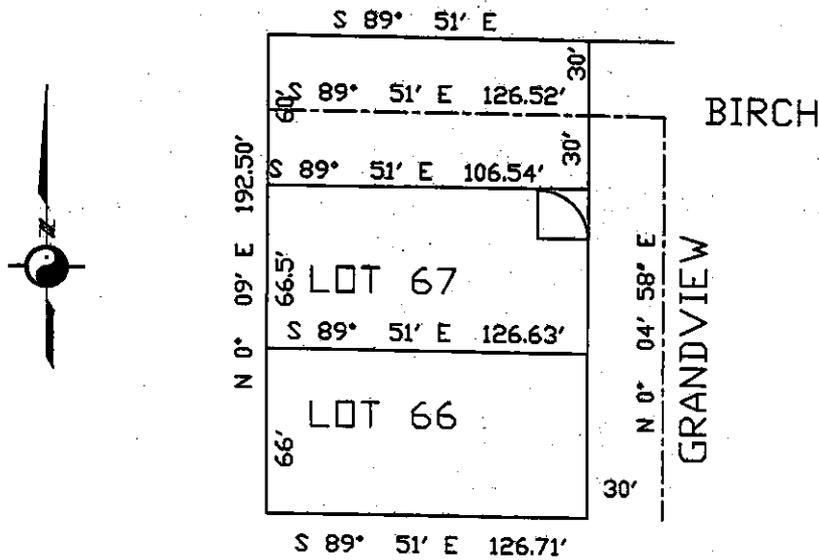
I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA. THIS MAP REPRESENTS A SITE PLAN SURVEY MADE BY ME ON DECEMBER 27, 2015. THIS MAP DOES NOT INCLUDE DIMENSIONS EXCEPT THOSE INDICATED THEREON.

Robert M. [Signature]
 Registered Professional Land Surveyor
 License No. 12345
 State of California

NO.	DATE	DESCRIPTION
1	12/27/15	Final Site Plan
2		
3		
4		
5		
6		
7		
8		
9		
10		

RELINQUISHMENT:

A PORTION OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 32 EAST, M.D.B. & M. DESCRIBED AS ALL THAT PORTION OF BIRCH STREET LYING WEST OF THE WESTERLY PROLOGATION OF RIGHT-OF-WAY LINE OF GRANDVIEW STREET, BEING THE NORTHERLY SIXTY FEET OF LOT 67, TOGETHER WITH THE CURB RETURN SEGMENT, DEPICTED ON SAID PLAT FALLING WESTERLY OF THE PROLONGED WESTERLY RIGHT-OF-WAY LINE OF GRANDVIEW STREET BLOCK 1 OF THE GRANDVIEW HEIGHTS SUBDIVISION ON THE PLAT FILED IN BOOK 2 OF MAPS AT PAGE 25 IN THE OFFICE OF THE INYO COUNTY RECORDER, CONTAINING 7666 SQUARE FEET, MORE OR LESS.



CURB RETURN
 DELTA = 90° 04' 02"
 R = 20.00
 L = 31.44
 T = 20.02
 SECTDR = 314.39 SQ FT
 SEGMENT = 114.39 SQ FT

TOTAL RELINQUISHMENT AREA
 = 7,665.9 SQ FT.

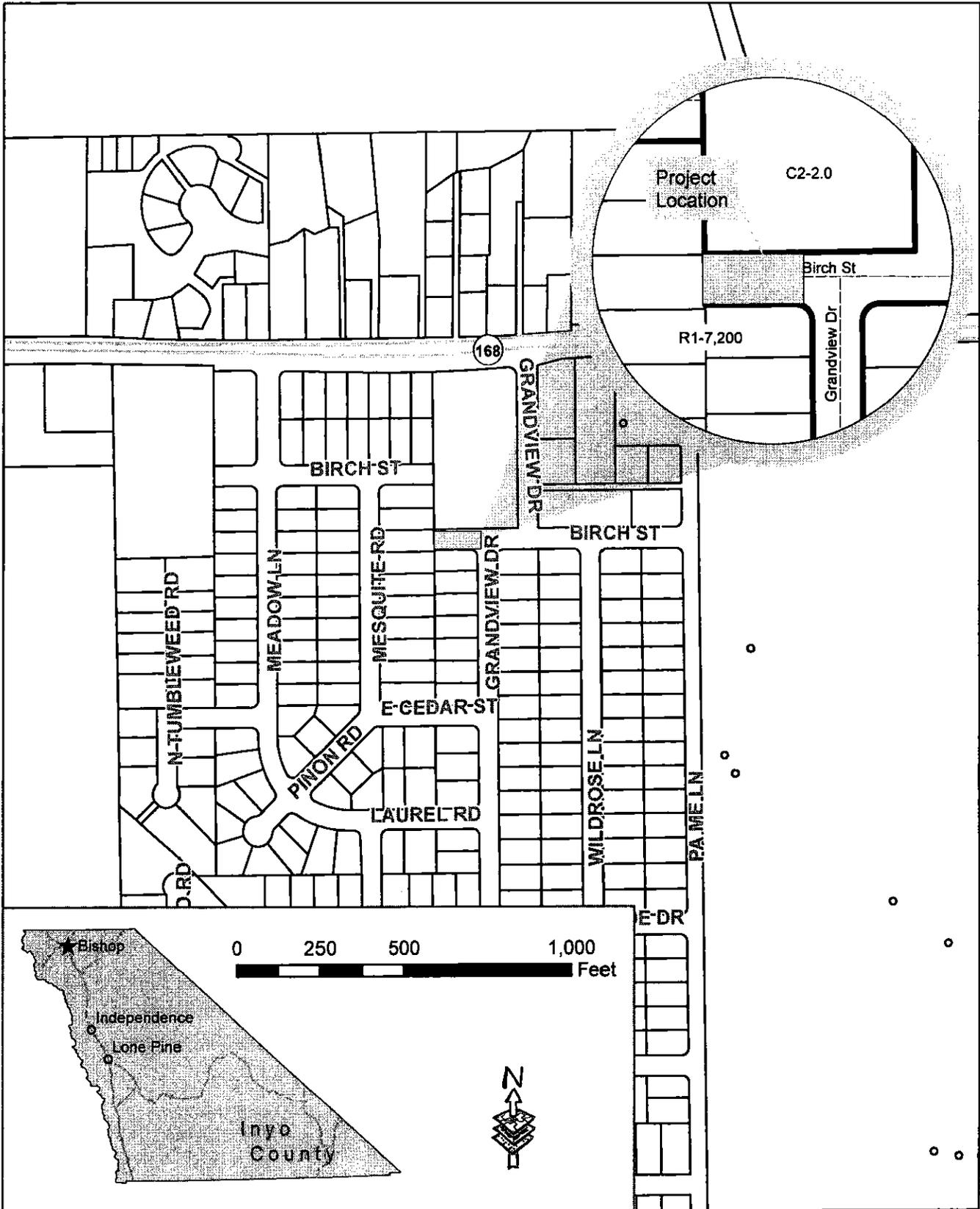
EASEMENT:

(TO BE FILED AFTER THE RELINQUISHMENT)

AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF AN EMERGENCY GENERATION SYSTEM OVER THE NORTHERLY THIRTY FEET OF LOT 67, BLOCK ONE OF THE GRANDVIEW HEIGHTS SUBDIVISION AS DEPICTED ON THE MAP FILED IN BOOK 2 OF MAPS AT PAGE 25 IN THE OFFICE OF THE INYO COUNTY RECORDER.



Vicinity Map



Indian Creek-Westridge Community Services District

12/21/12

District Customers:

The water district is in the process of attempting to upgrade our infrastructure and improve our ability to respond to emergencies. One of our greatest weak points is our inability to pump sufficient water out of the ground in the event of a prolonged power outage. We would like to install a new back up power generator at Well#5 on E. Birch St. but we don't have room to place the device. Therefore the District is requesting that Inyo County abandon the dead end portion of E. Birch St. (west end). If we are successful in that effort, we will have sufficient room to put the generator. The road abandonment process is lengthy and has many requirements. The county department planning requires that we get a "signed consent form for all property owners adjacent to the road abandonment area".

This is a formal request to you to provide your consent to pursue the road abandonment in the interest of improving our community water system.

Thank you very much for your consideration,

Terry Tye General Manager ICWCSD-760-920-1472

I give my consent to ICWCSD to pursue this road abandonment project.

Name TERENCE K. McATEER

Address 166 GRANDVIEW DR.

Date 5/28/13

Indian Creek-Westridge Community Services District

12/21/12

District Customers:

The water district is in the process of attempting to upgrade our infrastructure and improve our ability to respond to emergencies. One of our greatest weak points is our inability to pump sufficient water out of the ground in the event of a prolonged power outage. We would like to install a new back up power generator at Well#5 on E. Birch St. but we don't have room to place the device. Therefore the District is requesting that Inyo County abandon the dead end portion of E. Birch St. (west end). If we are successful in that effort, we will have sufficient room to put the generator. The road abandonment process is lengthy and has many requirements. The county department planning requires that we get a "signed consent form for all property owners adjacent to the road abandonment area".

This is a formal request to you to provide your consent to pursue the road abandonment in the interest of improving our community water system.

Thank you very much for your consideration,

Terry Tye General Manager ICWCSD-760-920-1472

I give my consent to ICWCSD to pursue this road abandonment project.

Name MIKE FELGAR

Address 210 Mesquite RD

Date 12-22-2012

Indian Creek-Westridge Community Services District

12/21/12

District Customers:

The water district is in the process of attempting to upgrade our infrastructure and improve our ability to respond to emergencies. One of our greatest weak points is our inability to pump sufficient water out of the ground in the event of a prolonged power outage. We would like to install a new back up power generator at Well#5 on E. Birch St. but we don't have room to place the device. Therefore the District is requesting that Inyo County abandon the dead end portion of E. Birch St. (west end). If we are successful in that effort, we will have sufficient room to put the generator. The road abandonment process is lengthy and has many requirements. The county department planning requires that we get a "signed consent form for all property owners adjacent to the road abandonment area".

This is a formal request to you to provide your consent to pursue the road abandonment in the interest of improving our community water system.

Thank you very much for your consideration,

Terry Tye General Manager ICWCSD-760-920-1472

I give my consent to ICWCSD to pursue this road abandonment project.

Name Thomas Helvia Tavello

Address 218 Mesquite Rd

Date 12/21/2012

Indian Creek-Westridge Community Services District

12/21/12

District Customers:

The water district is in the process of attempting to upgrade our infrastructure and improve our ability to respond to emergencies. One of our greatest weak points is our inability to pump sufficient water out of the ground in the event of a prolonged power outage. We would like to install a new back up power generator at Well#5 on E. Birch St. but we don't have room to place the device. Therefore the District is requesting that Inyo County abandon the dead end portion of E. Birch St. (west end). If we are successful in that effort, we will have sufficient room to put the generator. The road abandonment process is lengthy and has many requirements. The county department planning requires that we get a "signed consent form for all property owners adjacent to the road abandonment area".

This is a formal request to you to provide your consent to pursue the road abandonment in the interest of improving our community water system.

Thank you very much for your consideration,

Terry Tye General Manager ICWCSD-760-920-1472

I give my consent to ICWCSD to pursue this road abandonment project.

Name Alvin J. Tye

Address 208 Grandview Dr.

Date 5/22/13

RESOLUTION NO. 2013-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, FINDING THAT PROPOSED ROAD ABANDONMENT #2013-01/INDIAN CREEK CSD IS IN CONFORMANCE WITH THE INYO COUNTY GENERAL PLAN AND RECOMMENDING THAT THE INYO COUNTY BOARD OF SUPERVISORS APPROVE THAT ROAD ABANDONMENT, SUBJECT TO CERTAIN CONDITIONS

WHEREAS, on May 29, 2013, the County of Inyo has received an application to abandon a County right-of-way described as a portion of Section 11, Township 7 South, Range 32 East, M.D.B. & M. described as all that portion of Birch Street lying west of the westerly prolongation of right-of-way line of Grandview Street, being the northerly sixty feet of lot 67, together with the curb return segment depicted on said plat falling westerly of the prolonged westerly line of Grandview Street, Block 1 of the Grandview Heights subdivision on the plat filed in Book 2 of maps at Page 25 in the office of the Inyo County Recorder, containing 7,666 square feet, more or less; and

WHEREAS, such an abandonment may be conducted pursuant to Chapter 3 of Part 3 of Division 9, commencing with Section 8320, of the Streets and Highways Code; and

WHEREAS, Government Code Section 65402 requires a proposed street abandonment to first be reviewed by the Planning Commission for a determination as to the proposal's conformance with the County General Plan; and

WHEREAS, the Planning Commission has found that the proposed road abandonment is consistent and in conformance with the Inyo County General Plan; and

WHEREAS, in accordance with the conditions necessary to identify viable candidates for street abandonment, the Planning Commission has determined the subject streets are not the sole route of access for any property in the vicinity and that the abandonment of said roadways will not cut off required access to contiguous properties; and

WHEREAS, the Planning Commission has found the application for the road abandonment to be exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) guidelines (General Rule) since there is no possibility that the activity in question will have a significant effect on the environment and placement of the backup emergency generator to be categorically exempt from CEQA under the Class 3 exemption, "New construction or conversion of small structures, such as water main, sewage, electrical, gas, and other utility extensions" and does not meet any of the exceptions to the exemptions listed in Section 15300.2 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that this Planning Commission finds Road Abandonment No. 2013-01/Indian Creek CSD to be in conformance with the Inyo County General Plan; and

BE IT FURTHER RESOLVED, that the Planning Commission makes, and recommends that the Board of Supervisors adopt, the following Conditions of Approval for the proposed project:

RECOMMENDED CONDITIONS OF APPROVAL:

1. Hold Harmless: the applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning Road Abandonment #2013-01/Indian Creek CSD.

Passed and adopted this _____ day of _____, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

Sam Wasson, Chair
Inyo County Planning Commission

ATTEST: Joshua Hart, AICP
Planning Director

By: _____
Nolan Bobroff
Secretary of the Commission



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- | | | |
|---|--|--|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session <input type="checkbox"/> Informational |

For Clerk's Use
Only:

AGENDA NUMBER

32

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 20, 2013

SUBJECT: Workshop Regarding Water Systems

DEPARTMENTAL RECOMMENDATIONS:

Participate in a workshop regarding recent reports about the operation and condition of the water systems (Lone Pine, Independence and Laws) and provide direction regarding the County's options for operating the systems including through an operator, a lease and/or a rate study for the purposes of increasing rates.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As part of the Long Term Water Agreement with the City of Los Angeles, Department of Water and Power, the County assumed ownership of the town water systems in Lone Pine, Independence and Laws in 2005. The Public Works Department has been charged with overseeing the systems, which have been operated by a private operator, Owenyo Services, since July 1999. Since the County assumed control over the systems, the water rates charged to users have seldom generated sufficient funds to cover the cost of operations and to fund a sufficient Capital Improvement Fund. The County has received reports from the California Department of Public Health (CDPH) and the California Rural Water Association (representing the Inyo-Mono Integrated Regional Water Management Group), which evaluated the three systems and recommended certain capital and infrastructure improvements. In addition, Public Works obtained a tank evaluation from Dive Corr, Inc. for the storage tanks serving the Lone Pine system, which was identified as needing certain repairs. In October 2012, Public Works presented a workshop to your Board during which the reported needs of the three systems and the estimated costs were reviewed..

In early 2012, the Public Works Department issued an RFP, which solicited proposals from interested parties who may be willing to either lease or operate the systems. The department received three proposals from local businesses. Since that time staff has been negotiating with one of the responding parties.

In this workshop, staff will present an overview of the history of the systems; corrections, clarifications, and updates to the CDPH reports received regarding the condition of the systems, discuss operation options and seek input and direction from your Board.

ALTERNATIVES:

Your Board could choose not to conduct the workshop. This is not recommended because the workshop appears to be a good way to present and discuss the issues associated with the water systems.

OTHER AGENCY INVOLVEMENT:

California Department of Public Health for inspection reports
IRWMP/California Rural Water Association for needs reports
Dive Corr, Inc. for Tanks Inspection Report arranged by Owenyo Services as part of the operations contract
Proposers for water system operations

FINANCING:

There are no costs to the County for the workshop.

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: Yes Date 8/13/13

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Approved: N/A Date 8/14/13

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: J Date 8/14/13

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)
Date: 8/15/13

[Signature]



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: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: September 3, 2013

SUBJECT: 2012-2013 annual Transient Occupancy Tax report.

DEPARTMENTAL RECOMMENDATION:

N/A

CAO RECOMMENDATION:

N/A

SUMMARY DISCUSSION:

The County collected \$2,823,480.88 in Transient Occupancy Tax (TOT) for the fiscal year 2012-13. This represents a decrease in TOT in the amount of \$(68,280.57) over fiscal year 2011-12 which translates to a 2.41% reduction in revenue. All areas, with the exception of Independence, experienced a downturn. I have included a geographic summary, a detailed summary of reportable taxes as well as the History of Collections since 1980 for your reference.

ALTERNATIVES:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Alison McMurtrie

Date:

8/12/13

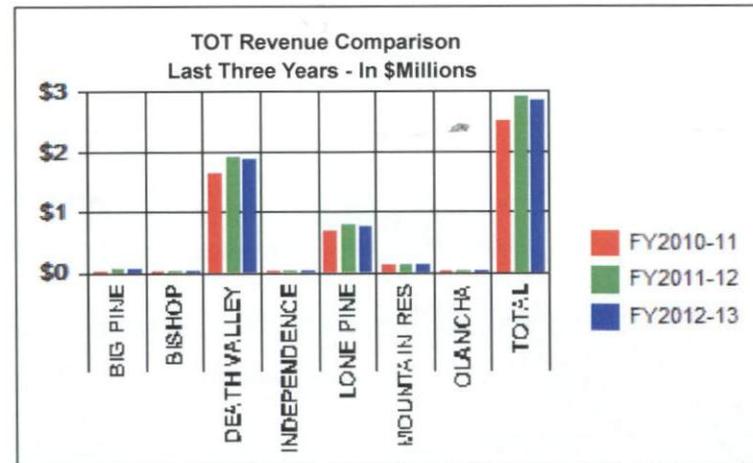
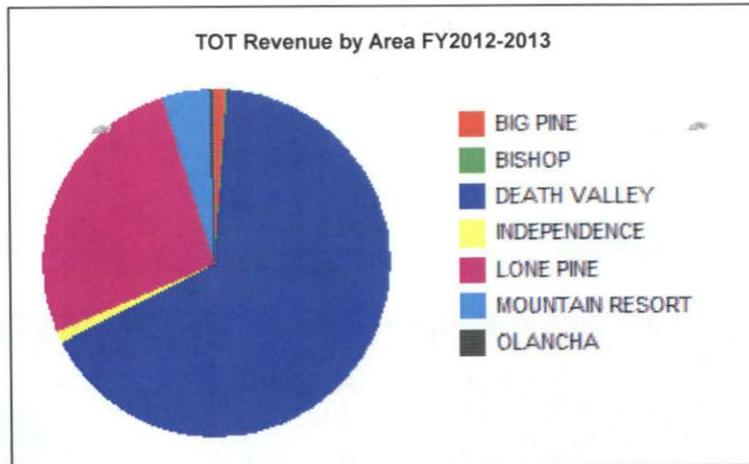


HOTEL TRANSIENT OCCUPANCY TAX

FISCAL YEAR 2012-2013

Summary By
Calendar Quarter and Geographic Area

AREA	QTR END SEP 30	QTR END DEC 31	QTR END MAR 31	QTR END JUN 30	AREA TOTALS	% Of Total Revenue
BIG PINE	\$15,775.54	\$6,561.61	\$2,708.45	\$10,932.24	\$35,977.84	1.27%
BISHOP	\$1,753.69	\$1,279.87	\$771.03	\$1,344.21	\$5,148.80	0.18%
DEATH VALLEY	\$449,435.27	\$406,006.00	\$568,621.59	\$438,681.53	\$1,862,744.39	65.97%
INDEPENDENCE	\$16,151.87	\$5,629.73	\$2,514.93	\$7,873.69	\$32,170.22	1.14%
LONE PINE	\$317,076.45	\$131,704.51	\$101,923.90	\$204,966.38	\$755,671.24	26.76%
MOUNTAIN RESORT	\$71,755.78	\$11,956.20	\$6,354.82	\$37,336.82	\$127,403.62	4.51%
OLANCHA	\$1,035.53	\$889.74	\$485.13	\$1,954.37	\$4,364.77	0.15%
TOTALS	\$872,984.13	\$564,027.66	\$683,379.85	\$703,089.24	\$2,823,480.88	100.00%



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

COUNTY OF INYO - HOTEL TRANSIENT OCCUPANCY TAX SYSTEM - CONFIDENTIAL DETAIL PAYMENT REPORT - FY2012/2013 SUMMARY

ITEM	QTR END 09/30/2012	QTR END 12/31/2012	QTR END 03/31/2013	QTR END 06/30/2013	TOTAL
Gnd Ttl	\$886,875.87	\$564,127.65	\$683,420.65	\$703,089.24	\$2,837,513.41
Grs Rcpts	\$7,617,965.35	\$4,922,714.06	\$5,964,825.88	\$6,173,625.52	\$24,679,130.81
30+ Days Crd	-\$34,962.00	-\$21,285.00	-\$29,982.00	-\$61,636.00	-\$147,865.00
Fed Expt Crd	-\$5,016.00	-\$5,355.76	-\$2,727.00	-\$8,784.09	-\$21,882.85
Txbl Rcpts	\$7,577,987.35	\$4,896,073.30	\$5,932,116.88	\$6,103,205.43	\$24,509,382.96
Grs Tax Due	\$909,358.47	\$587,528.79	\$711,854.03	\$732,384.66	\$2,941,125.95
Op Allow Crd	\$36,374.35	\$23,501.15	\$28,474.16	\$29,295.39	\$117,645.05
Net Tax Due	\$872,984.13	\$564,027.66	\$683,379.85	\$703,089.24	\$2,823,480.88
Interest	\$1,855.12	\$12.39	\$3.71	\$0.00	\$1,871.22
Penalties	\$12,036.63	\$87.59	\$37.09	\$0.00	\$12,161.30
Tax Paid	\$885,135.14	\$563,523.01	\$683,420.63	\$703,088.90	\$2,835,167.68

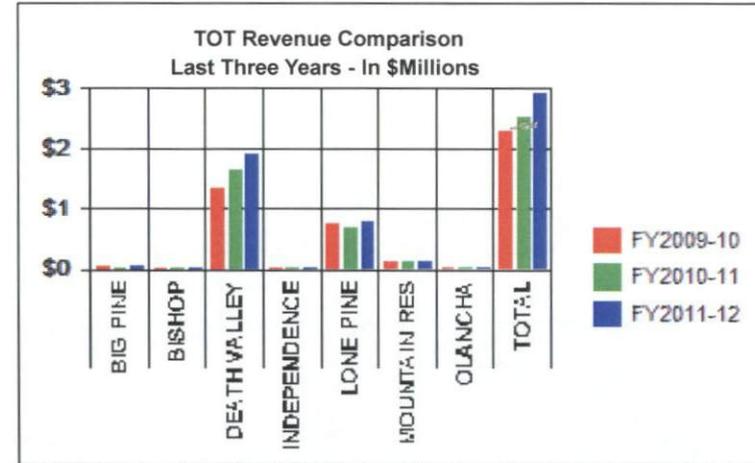
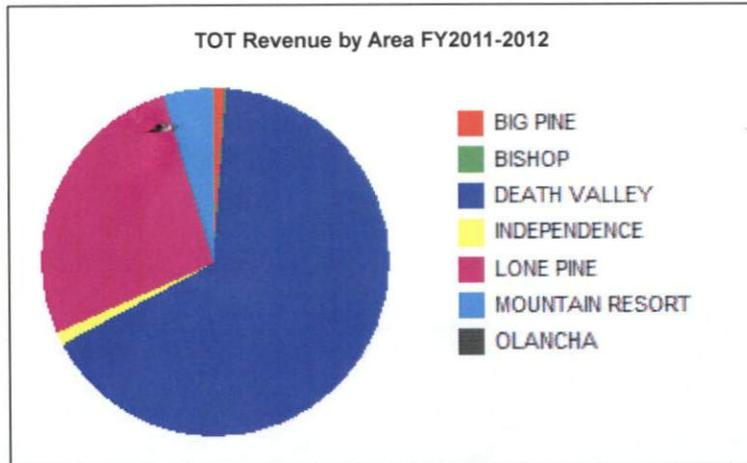


HOTEL TRANSIENT OCCUPANCY TAX

FISCAL YEAR 2011-2012

Summary By
Calendar Quarter and Geographic Area

AREA	QTR END SEP 30	QTR END DEC 31	QTR END MAR 31	QTR END JUN 30	AREA TOTALS	% Of Total Revenue
BIG PINE	\$16,537.09	\$6,143.54	\$3,516.72	\$10,560.52	\$36,757.87	1.27%
BISHOP	\$1,959.32	\$1,356.31	\$911.81	\$1,934.73	\$6,162.17	0.21%
DEATH VALLEY	\$440,067.10	\$438,332.43	\$558,849.36	\$462,078.18	\$1,899,327.07	65.68%
INDEPENDENCE	\$13,856.52	\$5,840.47	\$2,910.98	\$8,489.32	\$31,097.29	1.08%
LONE PINE	\$318,234.31	\$150,807.89	\$110,838.47	\$209,144.58	\$789,025.25	27.29%
MOUNTAIN RESORT	\$75,451.16	\$11,915.00	\$4,146.51	\$36,493.25	\$128,005.92	4.43%
OLANCHA	\$260.35	\$257.97	\$368.29	\$499.27	\$1,385.88	0.05%
TOTALS	\$866,365.85	\$614,653.61	\$681,542.14	\$729,199.85	\$2,891,761.45	100.00%



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

COUNTY OF INYO - HOTEL TRANSIENT OCCUPANCY TAX SYSTEM - CONFIDENTIAL DETAIL PAYMENT REPORT - FY2011/2012 SUMMARY

ITEM	QTR END 09/30/2011	QTR END 12/31/2011	QTR END 03/31/2012	QTR END 06/30/2012	TOTAL
Gnd Ttl	\$871,932.06	\$617,321.96	\$692,637.87	\$730,880.89	\$2,912,772.78
Grs Rcpts	\$7,563,830.23	\$5,356,563.42	\$5,982,694.43	\$6,381,720.98	\$25,284,809.06
30+ Days Crd	-\$34,570.45	-\$18,377.00	-\$40,977.85	-\$24,477.00	-\$118,402.30
Fed Expt Crd	-\$8,722.64	-\$2,651.86	-\$25,552.05	-\$27,384.15	-\$64,310.70
Txbl Rcpts	\$7,520,537.14	\$5,335,534.56	\$5,916,164.53	\$6,329,859.83	\$25,102,096.06
Grs Tax Due	\$902,464.47	\$640,264.16	\$709,939.74	\$759,583.17	\$3,012,251.54
Op Allow Crd	\$36,098.57	\$25,610.55	\$28,397.59	\$30,383.33	\$120,490.04
Net Tax Due	\$866,365.85	\$614,653.61	\$681,542.14	\$729,199.85	\$2,891,761.45
Interest	\$2,555.24	\$356.66	\$1,019.28	\$174.92	\$4,106.10
Penalties	\$3,010.99	\$2,311.70	\$10,076.45	\$1,506.12	\$16,905.26
Tax Paid	\$871,917.07	\$612,559.64	\$692,649.57	\$730,883.37	\$2,908,009.65



**COUNTY OF INYO
TREASURER TAX COLLECTOR**

168 North Edwards Street
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Independence, CA 93526
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inyottc@inyocounty.us

ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

**HOTEL TRANSIENT OCCUPANCY TAX
History of Collections
In the
Unincorporated Areas
(Fiscal years 1980-81 through 2012-13)**

Fiscal Year	REVENUE (\$)	Amount of Change (\$) From Prior Year	Percentage Change (%) From Prior Year
2012-13	2,823,480.88	(68,280.57)	(2.41)
2011-12	2,891,761.45	247,422.43	8.56
2010-11	2,644,339.02	91,164.75	3.45
2009-10	2,553,174.27	123,943.82	4.86
2008-09	2,429,230.45	195,127.46	3.57
2007-08	2,234,102.99	302,884.62	13.56
2006-07**	1,931,218.37	387,622.97	20.08
2005-06	1,543,595.40	107,524.86	7.00
2004-05	1,436,070.54	128,983.49	9.00
2003-04	1,307,087.05	66,200.19	5.28
2002-03	1,273,609.39	(32,039.86)	(2.51)
2001-02	1,305,649.25	(5,004.73)	(0.38)
2000-01	1,310,653.98	(19,174.23)	(1.01)
1999-00	1,329,828.21	49,324.68	3.85
1998-99	1,280,503.53	76,741.54	6.37
1997-98	1,203,761.99	100,425.10	9.10
1996-97	1,103,336.89	38,176.56	3.58

Fiscal Year	REVENUE (\$)	Amount of Change (\$) From Prior Year	Percentage Change (%) From Prior Year
1995-96	1,065,160.33	43,019.14	4.20
1994-95	1,022,141.19	56,727.11	5.87
1993-94	965,414.08	39,750.67	4.29
1992-93	925,663.41	71,626.06	8.39
1991-92	854,037.35	73,142.47	9.37
1990-91	780,894.88	35,356.06	4.74
1989-90	745,538.82	54,205.38	7.84
1988-89	691,333.44	46,761.32	7.25
1987-88	644,572.12	59,987.19	10.26
1986-87*	584,584.93	169,595.35	40.87
1985-86	414,989.58	94,315.37	29.41
1984-85	320,674.21	7,216.86	2.30
1983-84	313,457.35	10,504.01	3.47
1982-83	302,953.34	(3,751.79)	(1.22)
1981-82	306,705.13	21,914.05	7.69
1980-81	284,791.08	N/A	N/A

*The rate was increased from 6% to 9% effective 10/01/86.

**The rate was increased from 9% to 12% effective 01/01/07.