

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.

September 3, 2013

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]** – Jesse Edwin Jason v County of Inyo, Unfair Practice Charge No. SA-CE-814M.
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 LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(d)(1)]** - Owens Valley Committee v. County of Inyo; Inyo County Board of Supervisors, et al.; CG Roxanne, LLC, and Does 21 through 100, Inyo County Superior Court Case No. SICVPT 1354991.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

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

OPEN SESSION

12. **PLEDGE OF ALLEGIANCE**
13. **PUBLIC COMMENT**
14. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
15. **INTRODUCTION** – Mr. Zachary J. Nelson, Vegetation Scientist in the Water Department will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

AUDITOR-CONTROLLER

16. Request Board adopt a resolution accepting the calculations of the appropriation limitation for the County of Inyo for Fiscal Year 2013-14.
17. Request Board adopt a resolution setting the property tax rates for 2013-2014 per California Government Code Section 29100.

HEALTH AND HUMAN SERVICES

18. Request Board proclaim September 2013 as National Recover Month in Inyo County.

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

19. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Health and Human Services Specialist exists as certified by the Health and Human Services Director, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Health and Human Services Specialist at Range 53 (\$2,779 - \$3,380) contingent upon the Board's adoption a FY 2013-14 budget.
20. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Human Services Supervisor 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 Human Services Supervisor at Range 66 (\$3,757 - \$4,574), contingent upon the Board's adoption of a FY 2013-14 budget.
21. **PUBLIC WORKS** – Request Board A) approve the Promissory Note and Deed of Trust in favor of Lone Pine Fire Protection District; B) approve Tract Map No. 239 Phase Two; C) accept the offer of a right-of-way dedication along Whitney Vista Drive and Mt. Langley Lane; and D) accept the offer of dedication for the drainage easement on said map.
22. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

23. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.
24. **COUNTY ADMINISTRATOR** – Request approval of the Agreement between the County of Inyo and Paul DeQuattro for the provision of professional services as a Public Defender for the period of September 3, 2013 through August 31, 2016, in an amount not to exceed \$135,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

- 11:00 a.m. 25. **HEALTH AND HUMAN SERVICES – Health Services** – Request Board conduct a workshop on Public Health Services historical trends and future forecasting.
- 1:30 p.m. 26. **COUNTY ADMINISTRATOR** – Request Board consider letters of interest and resumes received from individuals seeking appointment to the position of District Attorney and make appointment to the office for the unexpired term ending January, 2015.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

27. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Amy Shepard, Auditor-Controller

FOR THE BOARD MEETING OF: September 3, 2013

SUBJECT: 2013-2014 GANN Appropriation Limit for Property Taxes

DEPARTMENTAL RECOMMENDATION:

Request the Board adopt the attached Resolution 2013- , accepting the calculations of the appropriation limitation for the County of Inyo for fiscal year 2013-2014.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The "appropriation limit" established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2013-2014 fiscal year. The calculation was performed pursuant to the "Article XIII-B Appropriation Procedure Guidelines for California Counties" written by the Accounting Standards and Procedures Committee, November 1990. The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current "cushion" between the 2013-2014 proposed proceeds of taxes and the calculated 2013-2014 limitation is \$ 21,757,413.

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. On June of 1990 the voters passed Proposition 111, which updates the States' appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

After reviewing the County's Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2013-2014 Proposed Budget is within the "appropriation limit."

Periodic review of actual revenues and expenditures will be made during the year in order to insure that the County remains in compliance with Article XIII-B.

ALTERNATIVES:

Not adopt the resolution accepting the Gann limit calculation. This is not recommended since the Gann limit applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.

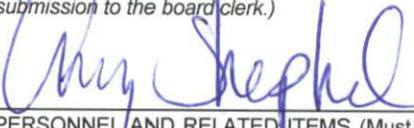
OTHER AGENCY INVOLVEMENT:

None

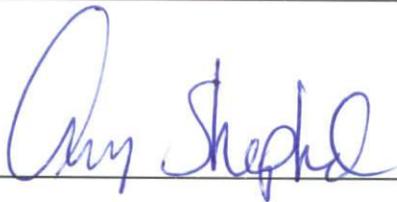
FINANCING:

N/A since Inyo County is below the limit.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>8/23/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>8/23/13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: 8/23/13

RESOLUTION 2013-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ESTABLISHING FISCAL YEAR 2013-2014 APPROPRIATION LIMIT UNDER
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS**

WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS, Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2013-2014; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2013-2014 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2013-2014 as shown on Attachment A is hereby established as \$ 37,657,913 such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution; and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2013-2014 may be adjusted at a later date in the event that revenues which are unanticipated, and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Linda Arcularius, Chairperson
Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley
Assistant Clerk of the Board

ATTACHMENT A
STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS
FOR THE TAX YEAR 2013-2014

	2011-2012 Limit	Population Change	Per Capita Change	2012-2013 Limit	Population Change	Per Capita Change	2013-2014 Limit
Big Pine Lighting	43,398.22	0.9985	1.0377	44,966.78	1.0018	1.0512	47,354.16
Independence Lighting	43,264.93	0.9985	1.0377	44,828.68	1.0018	1.0512	47,208.74
Lone Pine Lighting	62,232.70	0.9985	1.0377	64,482.01	1.0018	1.0512	67,905.50
Big Pine Fire	280,683.88	0.9985	1.0377	290,828.76	1.0018	1.0512	306,269.49
Bishop Fire	440,943.15	0.9985	1.0377	456,880.36	1.0018	1.0512	481,137.12
Independence Fire	192,677.99	0.9985	1.0377	199,642.04	1.0018	1.0512	210,241.46
Lone Pine Fire	240,114.65	0.9985	1.0377	248,793.22	1.0018	1.0512	262,002.19
Big Pine Cemetery	59,546.65	0.9985	1.0377	61,698.87	1.0018	1.0512	64,974.60
Independence Cemetery	137,694.47	0.9985	1.0377	142,671.23	1.0018	1.0512	150,245.96
Mt. Whitney Cemetery	95,762.23	0.9985	1.0377	99,223.41	1.0018	1.0512	104,491.39
Pioneer Cemetery	356,477.79	0.9985	1.0377	369,362.13	1.0018	1.0512	388,972.36
Tecopa Cemetery	9,994.50	0.9985	1.0377	10,355.74	1.0018	1.0512	10,905.54
Darwin CSD	14,663.74	0.9985	1.0377	15,193.74	1.0018	1.0512	16,000.41
Olancha CSD	118,963.75	0.9985	1.0377	123,263.51	1.0018	1.0512	129,807.84
Westridge CSD	74,712.04	0.9985	1.0377	77,412.40	1.0018	1.0512	81,522.39
Southern Inyo Emergency	99,726.41	0.9985	1.0377	103,330.87	1.0018	1.0512	108,816.93
INYO COUNTY	34,511,988.57	0.9985	1.0377	35,759,370.90	1.0018	1.0512	37,657,913.14

**GANN Limit Calculation
Based on Projected Revenues
Fiscal Year Ending June 30, 2014**

	Projected FY 12-13
Current Secured Taxes - 4001	9,350,000
Current Unsecured Taxes - 4004	1,200,000
Current Unsecured Aircraft Tax - 4005	32,000
SB813 Distributions - 4008	70,000
Sales Tax - 4062 & 4063	1,210,000
Real Property Transfer Tax - 4082	45,000
Transient Occupancy Tax - 4083	2,650,000
Transaction & Use Tax - 4085	1,260,000
Interest on Tax Funds	1,500
Homeowners Property Tax Relief - 4472	<u>82,000</u>
	15,900,500

2012-2013 Limitation (Using Per Capita personal Income % Change)	35,759,371
2013-2014 Population Factor	1.0018
2013-2014 Per Capita Factor	<u>1.0512</u>
2013-2014 Appropriation Limit	37,657,913
2013-2014 Proceeds of Taxes	<u>(15,900,500)</u>
Amount Under Limitation	21,757,413



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

17

FROM: Amy Shepherd, Auditor-Controller

FOR THE BOARD MEETING OF: September 3, 2013

SUBJECT: 2013-2014 Property Tax Rates

DEPARTMENTAL RECOMMENDATIONS:

Request the Board adopt Resolution 2013- , setting the property tax rates for 2013-2014, per California Government Code Section 29100.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Each fiscal year the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, include the countywide rate of 1.000000%, are on the attached resolution.

ALTERNATIVES:

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0. The estimated amount for FY 2013-2014 general fund revenue secured taxes, totals \$9,350,000. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

OTHER AGENCY INVOLVEMENT:

School district and many special districts receive property tax revenues as they are distributed to each tax-receiving agency based on a schedule developed by the Auditor-Controller's Office in accordance with R & T Codes pertaining to property tax.

FINANCING:

As stated above, Inyo County, as well as the affected special districts, derives a significant amount of discretionary revenue from property taxes.

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.)

[Handwritten Signature]

Approved: yes Date 8/23/13

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Handwritten Signature: Amy Shephard]

Approved: yes Date 8/21/13

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

N/A

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten Signature: Amy Shephard]

Date: 8/21/13

RESOLUTION 2013-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ADOPTING TAX RATES FOR FISCAL YEAR 2013-2014
PURSUANT TO GOVERNMENT CODE SECTION 29100**

WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and 100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2013-2014 as follows:

County Wide	1.000000%
Big Pine Unified School District - 2005 Debt	.043910%
Bishop Elementary – 2000 Debt and 2007 Refunding	.016526%
Bishop Unified – 2000 Debt and 2007 Refunding	.011312%
Owens Valley Unified School District – 2005 Debt	.043743%
Round Valley Elementary – 1999 Debt	.042549%
Northern Inyo Hospital District – 2005 Debt	.054071%
Unitary & Operating Non-Unitary	.138525%
Northern Inyo Hospital – Gann Limit Refund	(.013785)%

PASSED AND ADOPTED this 3rd day of September 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Arcularius, Chairperson
Inyo County Board of Supervisors

Attest: Kevin Carunchio, Clerk of the Board

By:

Patricia Gunsolley, Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

18

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

FROM: HEALTH & HUMAN SERVICES – Prevention

FOR THE BOARD MEETING OF: **September 3, 2013**

SUBJECT: Request that your Board approve a proclamation designating September 2013, as National Recovery Month.

DEPARTMENTAL RECOMMENDATION:

Request the Board: 1) Declare September 2013, as National Recovery Month and; 2) Authorize the Chairperson to sign the Official Proclamation.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

For 24 years, National Recovery Month has worked to improve the lives of those affected by mental and/or substance use disorders by raising awareness of these disorders and educating communities about the prevention, treatment, and recovery resources that are available.

In 2011, 3.8 million people aged 12 or older received specialty treatment for an illicit drug or alcohol use problem in the past year, and more than 31.6 million adults aged 18 or older received mental health services in the past year. By seeking help, people who experience mental and/or substance use disorders can embark on a new path toward improved health and overall wellness. The focus of Recovery Month this September is to celebrate their journey.

This year's theme, "Join the Voices for Recovery: Together on Pathways to Wellness", represents the many ways that people can prevent behavioral health issues, seek treatment, and sustain recovery as part of a commitment to living a mentally, physically, emotionally, and spiritually healthy life. There are many paths to wellness, and each person embarks on his or her own unique path.

Inyo County Health and Human Services, Inyo County Probation, Inyo County Drug Court, and the local recovery community will hold the 3rd annual 'Celebrate Recovery' event on September 27, 2013, to highlight that people are not alone on this journey to seek total health every day. Family, friends, and community members can support individuals throughout the entire recovery process.

ALTERNATIVES:

The Board can choose not to approve the declaration which will affect our ability to inform the public about National Recovery Month.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is no financial impact from this decision.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner ^{SE}

Date: *8/22/13*

**PROCLAMATION
OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA
PROCLAIMING THE MONTH OF SEPTEMBER 2013
AS NATIONAL RECOVERY MONTH**

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of substance use disorders works, treatment is effective, and people recover in our area and around the Nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, in 2011, 3.8 million people received specialty treatment for a substance use disorder and more than 31.6 million adults aged 18 and older received services for mental disorders, according to the *2011 National Survey on Drug Use and Health*. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and

WHEREAS, to help more people achieve and sustain long term recovery, the *US Department of Health and Human Services (HHS)*, the *Substance Abuse and Mental Health Services Administration (SAMHSA)*, the *White House Office of National Drug Control Policy (ONDCP)* and *Inyo County Health and Human Services* invite all residents of **Inyo County** to participate in **National Recovery Month**; and

NOW, THEREFORE, the Inyo County Board of Supervisors joins with other communities and the Nation in proclaiming the month of September 2013 as National Recovery Month in Inyo County and call upon the people of Inyo County to observe this month with appropriate program, activities, and ceremonies supporting this year's theme, "**Join the Voices for Recovery: Together on Pathways to Recovery.**"

PASSED AND PROCLAIMED by the Inyo County Board of Supervisors, this 3rd day of September, 2013.

Chairperson, Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: September 3, 2013

SUBJECT: Request to hire a Health and Human Services Specialist

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the position of Health and Human Services Specialist (HHS Specialist) exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply in none are found on an existing eligibility list; and
- C) Approve the hiring of one HHS Specialist at Range 53 (\$2,779 - \$3,380), contingent upon approval of the FY 2013/14 budget

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Recently, a HHS Specialist in the Child Welfare program accepted a position in another County department, leaving one of the three HHS Specialist positions vacant. The HHS Specialists in the Children's Social Service division perform many vital duties, such as transporting children and parents, monitoring visits, taking child abuse reports by telephone and in person, as well as assisting the Social Workers with data input. HHS Specialists in this division may also be cross-trained to cover HHS Specialist duties in Adult Social Services and the Senior Programs. During the last few years, there has been an increase in court-ordered services to families that impact the already busy workload of the social work staff, which has also been impacted by an extended period of social worker vacancies, including an upcoming vacancy in the Adult Services division as a result of a retirement. The use of our HHS Specialists to support our social worker staff is critical to the overall functioning of the Adult and Children's Social Services division, as they ensure that social workers are supported in a manner that promotes their ability to effectively assess and support the safety of children and our elderly/dependent adult populations.

The Department is respectfully requesting authorization to hire a Health and Human Services Specialist in the Adult and Children's Social Services Division.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of the HHS Specialist position. This would severely impact the division's ability to perform all court ordered duties of the Child Welfare division, maintain timely data entry and

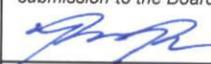
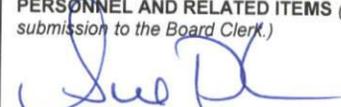
reporting in child welfare, and provide support to the social work staff in both Child Welfare and Adult Services

OTHER AGENCY INVOLVEMENT:

Courts, law enforcement, probation, mental health and Senior Programs.

FINANCING:

State and Federal funding, along with Social Services Realignment funds will pay for this position. This position is budgeted in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>8/15/13</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>8/13/13</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 8-19-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
AGENDA NUMBER
20

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: September 3, 2013

SUBJECT: Request to hire a Human Services Supervisor in Social Services

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for a Human Services Supervisor in the Social Services Eligibility office exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator, and the Auditor-Controller; and
- B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) approve the hiring of one Human Services Supervisor at Range 66 (\$3,757 - \$4,574), contingent upon the final adoption of the FY 2013-2014 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Human Services Supervisor position is located in the Employment and Eligibility Division of Social Services. This supervisor is one of three supervisors that oversee the twelve Integrated Case Workers (ICW's) and three front office staff in both the Bishop and Lone Pine offices. Filling this third supervisor position will allow the department to once again provide a reliable presence in the Lone Pine Employment and Eligibility office, in addition to providing a more extensive quality assurance and compliance role.

In the past several months, we have taken the opportunity to assess oversight needs in the Employment and Eligibility division, which is why we haven't come before your Board sooner to request to fill this vacant position. After the assessment it was decided that while the County title/classification should remain the same to allow for maximum flexibility and cross-training opportunities, the Merit System classification was modified slightly to expand duties and qualifications. This position will share duties with the other two supervisors, who serve in management, training, compliance, and quality assurance roles. The Employment and Eligibility division is responsible for reviewing and approving eligibility status for clients for the MediCal, CalWORKs, Food Stamps, General Assistance, and Foster Care programs. It is imperative that the Human Services Supervisors regularly perform case reviews to ensure all fiscal and regulatory requirements are met. Human Services Supervisors also complete the multiple monthly, quarterly and annual State reports accurately. Additionally, State Fair Hearings are handled by this position, along with the initial and ongoing monthly trainings of all of the ICWs.

ALTERNATIVES:

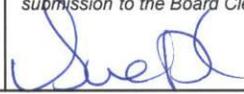
Denying this request would mean inadequate oversight of the busy office of Employment and Eligibility, which will impact consumer service, caseload quality assurance, and timely response to the multiple daily tasks that are required of this position.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services, California Department of Health Care Services,

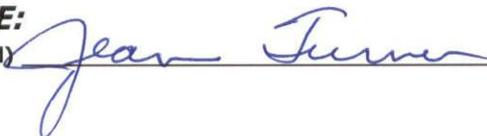
FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted in the Social Services Budget (055800) in the Salary and Benefits object category. 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> Date: <u>8/15/13</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>8/14/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8-19-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 21

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 27, 2013

SUBJECT: Approval of Tract Map No. 239 Phase Two / Right of Way Dedications/ Drainage Easement Dedication

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the Promissory Note and Deed of Trust in favor of Lone Pine Fire Protection District.
2. Approve Tract Map No. 239 Phase Two
3. Accept the offer of a right-of-way dedication along Whitney Vista Drive and Mt. Langley Lane.
4. Accept the offer of dedication for the drainage easement on said map.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tract Map No. 239 is a request to subdivide a 74-acre parcel into 27 lots of 2.5 acres each. Phase One of the tract map is final and created three lots along Whitney Portal Road and created Lot A, where a fire suppression water storage tank is located, and which is slated for a future fire sub-station. Phase Two of this tract map creates 10 additional lots.

This tentative tract map was approved by the Planning Commission in April of 2005 the decision was upheld by your Board in July of 2005. Subsequently, the project underwent litigation in conjunction with the EIR prepared for it. As a result of litigation, a supplemental EIR that examined a land exchange with the BLM as a possible project alternative was prepared. Your Board approved the supplemental EIR and reapproved Tentative Tract Map 239 on May 19, 2009 which the Board Approved Conditions of Approval are on sheet 5 of 5 of the final map.

As part of Phase Two of this tract map application, the subdivision streets have been built to County standards and the drainage improvements are installed. Underground electrical utilities have been installed by a private contractor and energized by the LADWP.

Phase Two offers both Whitney Vista Drive and Mt. Langley Lane rights-of-way for dedication. Included in Phase Two is an offer of dedication for a drainage easement. If your Board accepts the rights-of-way it is intended to bring these streets into the Inyo County Maintained Mileage System. If your Board rejects these offer of dedication at this time, they would not be brought into the Maintained Mileage System, maintenance would not be available to the lots of Phase Two of this tract map. Your Board could choose to reject these offers of dedication at this time and ask that Public Works bring the offer back in the future when development begins.

As part of both Phase One and Phase Two of this tract map application, a condition of approval of the final map for each phase requires the payment of \$5,000 per lot to the Lone Pine Fire Protection District ("LPPFD"). The \$5,000 for each of the three lots in Phase One has been paid (total of \$15,000). The developer requested that the payment for Phase Two (\$50,000) be deferred until he has sold some of the lots.

Government Code section 66499 permits such deferment upon approval by the Board and the agency receiving the benefit, which in this case is the LPFPD. The developer has proposed to make four (4) equal installment payments of \$12,500 plus interest upon the sale of the first four lots located in either Phase One or Phase Two. The obligation has been reduced to a Promissory Note, secured by a Deed of Trust on all the lots located in both Phase One and Phase Two. The Note and Deed of Trust has been approved accepted by the LPFPD. Because the payment obligation evidenced by the Note is a condition imposed by your Board, approval under Government Code section 66499 is required. Staff recommends such approval as the beneficiary of that condition, LPFPD, has approved the note and does not object to the deferral.

The Final Parcel Map has been reviewed by Public Works staff and the County Surveyor and has been found to conform to all requirements. The required conditions of approval have been met.

ALTERNATIVES:

Section 66458 of the Government Code states that the legislative body shall, at the meeting it receives the map or, at the next regular meeting after the meeting at which it receives the map, approve the map if it conforms to the Subdivision Map Act and also conforms to the local subdivision ordinance. If the map does not conform, the legislative body shall disapprove the map. Further, if the legislative body does not approve or disapprove the map within the prescribed time, or any authorized extension of time, and the map conforms to all requirements, the map shall be deemed approved. With that said, your Board may:

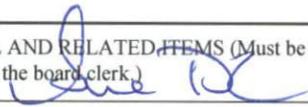
1. Not approve the map at this time and approve the map at the next regular meeting.
2. Not approve the map and allow it to be deemed approved. This is not recommended because the map conforms to the Planning Commission and Planning Department requirements.

OTHER AGENCY INVOLVEMENT:

Planning Department and the Planning Commission for review of the Tentative Map.
 Board of Supervisors for Resolution 2009-20
 County Surveyor
 County Counsel for review of this Agenda item.

FINANCING:

Time to prepare the ARF and review the maps and documents.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/29/13</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: _____ N/A _____ 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> Date <u>8/29/13</u>

Approved: _____ N/A _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/29/13

LONE PINE FIRE PROTECTION DISTRICT

BOX 1007

LONE PINE, CALIFORNIA 93545

A SPECIAL meeting of the Board of Directors of the Lone Pine Fire Protection District was held at the Main Fire Station, 130 North Jackson Street on

THURSDAY AUGUST 8, 2013 AT 5:00 P.M.

All members of the public are encouraged to participate in the discussion of any item on the Agenda or of interest to the Fire District.

I. The SPECIAL meeting of the Board of Directors is called to order at: 5:10

Roll Call: Edson Jones	Chairman	Present
Don Nichols	Member	Absent
Rick Mayfield	Member	Present
Jack Berry	Member	Present
Todd Bunn	Member	Absent
Le Roy Kritz	Chief	Present
Ricky Maddux	Deputy Chief	Absent

II. Public Comment... none

III. Approval of Minutes

It is moved by Berry and seconded by Mayfield to approve the minutes of the Regular July meeting.

Vote: Approve 3 Against Abstain Absent 2

IV. Financial report and pay bills

DAVE'S	600.45	BATTERIES AND PARTS 2425
EMERGENCY REPORTING	147.00	NATIONAL REPORTING
DEWEY PEST	54.00	PEST SERVICE
SHELL	365.76	FUEL
SOUTHERN INYO HOSPITAL	42.00/42.00	DRUG TESTING
PMI	83.40/43.42/862.59/235.13	MEDICAL SUPPLIES
DWP	367.68/35.85/35.59/90.62	POWER

LIFE ASSIST	1,021.25	BACKBOARDS
LONE PINE TV	41.99	INTER NET
IMN	140.00	DRUG TESTING
MARLIN	247.83	LEASE
GARDNER'S	38.36	MISC
LONE PINE CHAMBER	155.00	DUES

It is moved by Mayfield and seconded by Berry to pay the bills and approve the financial report as given

vote: Approve 3 Against Abstain Absent 2

Old Business: New truck is at Burton Fire

NEW BUSINESS

Request by Jim Walters to change agreement on Portal Preserve. (see attached)

It is moved by Mayfield and seconded by Berry to approve the change requested in current agreement with Jim Walter on the Portal Preserve.

Vote: Approve 3 Against Abstain Absent 2

Items from Board: Next regular board meeting September 25, 2013

VII. Items from the Chief
 Fire Calls 41
 Ambulance Calls 127

Adjourned at. 5:25 P.M.

RECORDING REQUESTED BY

JAMES W. WALTERS

AND WHEN RECORDED MAIL TO

LONE PINE FIRE PROTECTION DISTRICT

TITLE ORDER NO. 53220-21 ESCROW NO. 53220-21

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

PARCEL NO.:

THIS DEED OF TRUST, MADE, BETWEEN PORTAL PRESERVE II, LLC HEREIN CALLED TRUSTOR,

WHOSE ADDRESS IS 4053 OLIVE POINT PLACE, CLAREMONT, CA, 91711

INYO-MONO TITLE COMPANY, A CALIFORNIA CORPORATION, HEREIN CALLED TRUSTEE, AND,

LONE PINE FIRE PROTECTION DISTRICT HEREIN CALLED BENEFICIARY,

TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE THAT PROPERTY IN LONE PINE, COUNTY OF INYO, CALIFORNIA, DESCRIBED AS:

LOTS 1 THROUGH 3 OF PHASE 1 AND LOTS 1 THROUGH 10 OF PHASE 2 OF THE WHITNEY PORTAL PRESERVE SUBDIVISION, IN THE COUNTY OF INYO, STATE OF CALIFORNIA.

IN THE EVENT TRUSTOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BENEFICIARY, SELLS, AGREES TO SELL, TRANSFERS OR CONVEYS ITS INTEREST IN SAID REAL PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN, BENEFICIARY MAY AT ITS OPTION DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE. CONSENT TO ONE SUCH TRANSACTION SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO REQUIRE SUCH CONSENT TO FUTURE OR SUCCESSIVE TRANSACTIONS. THE TERMS "TRUSTOR" AND "BENEFICIARY" INCLUDE THEIR SUCCESSORS.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purposes of securing (1) payment of the sum of \$50,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this deed and said note to Trustee for cancellation and retention or other disposition as trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him or her at his or her address hereinbefore set forth.

Signature of Trustor

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 08 / 05 / 2013 before me,
F. MANARIN, notary public

personally appeared JAMES W. WALTERS

PORTAL PRESERVE II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

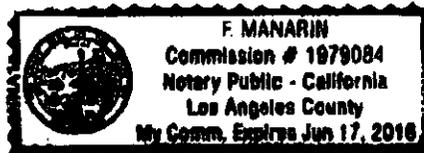
BY: [Signature] JAMES W. WALTERS, MANAGER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE [Signature]



**PROMISSORY NOTE
(REAL PROPERTY)**

This Agreement is made this 5th day of August, 2013, by and between

PORTAL PRESERVE II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY hereinafter called "**TRUSTOR**"

and **LONE PINE FIRE PROTECTION DISTRICT**, hereinafter called "**BENEFICIARY**"

TRUSTOR hereby grants to the BENEFICIARY a security interest in all that certain real property (hereinafter "Security"), now owned or hereafter acquired (except consumer goods acquired more than ten (10) days after the BENEFICIARY gives value, unless those goods are installed in or affixed to such property), and the proceeds and products thereof, described and situated as follows:

LOTS 1 THROUGH 3 OF PHASE 1 AND LOTS 1 THROUGH 10 OF PHASE 2 OF THE WHITNEY PORTAL PRESERVE SUBDIVISION, IN THE COUNTY OF INYO, STATE OF CALIFORNIA.

as security for the payment to BENEFICIARY of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, which constitutes payment of fire protection fees pursuant to the conditions of approval of the Project and represents the fees due for the sale of the lots plus accumulated interest at the rate of 5% beginning at such time that Phase 2 of the Project is approved by the County of Inyo.

TRUSTOR warrants that if TRUSTOR is a business entity, the execution, delivery and performance of the aforesaid promissory note are within its powers and have been duly authorized.

All Parties herein agree that the Sum shall be paid through escrow from the seller proceeds of the sale of the first four lots in increments of \$12,500.00 plus accumulated interest per lot, to the District. Payment of the Sum for each lot shall be a contingency to close escrow. Seller (Walters) shall deposit into escrow a copy of this note as a demand for payment to the Lone Pine Fire District.

It is expressly agreed that a partial reconveyance from the lien or charge hereof may be had and will be given of any one or more of the lots herein up to the sale of four lots.

IN WITNESS WHEREOF, BENEFICIARY and TRUSTOR have executed this instrument.

BENEFICIARY(s)

LONE PINE FIRE PROTECTION DISTRICT

BY: *Jeff 123*

ITS Fire Chief

TRUSTOR(s)

PORTAL PRESERVE II, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: *J. Walters*
JAMES W. WALTERS, MANAGER

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE
TO BE USED ONLY WHEN NOTE HAS BEEN PAID

TO INYO-MONO TITLE COMPANY, TRUSTEE

DATED: _____

THE UNDERSIGNED IS THE LEGAL OWNER AND HOLDER OF ALL INDEBTEDNESS SECURED BY THE WITHIN DEED OF TRUST. ALL SUMS SECURED BY SAID DEED OF TRUST HAVE BEEN FULLY PAID AND SATISFIED; AND YOU ARE HEREBY REQUESTED AND DIRECTED, ON PAYMENT TO YOU OF ANY SUMS OWNING TO YOU UNDER THE TERMS OF SAID DEED OF TRUST, TO CANCEL ALL EVIDENCES OF INDEBTEDNESS, SECURED BY SAID DEED OF TRUST, DELIVERED TO YOU HERewith TOGETHER WITH SAID DEED OF TRUST, AND TO RECONVEY, WITHOUT WARRANTY, TO THE PARTIES DESIGNATED BY THE TERMS OF SAID DEED OF TRUST, THE ESTATE NOW HELD BY YOU UNDER THE SAME

MAIL RECONVEYANCE TO:

J. Walters

Jim Walters

Portal Preserve

4053 Olive Point Place

Clearmont CA 9711

DO NOT LOSE OR DESTROY THIS DEED OF TRUST OR THE NOTE WHICH IT SECURES. BOTH MUST BE DELIVERED TO THE TRUSTEE FOR CANCELLATION BEFORE RECONVEYANCE WILL BE MADE.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 19th day of MAY, 2009 an order was duly made and entered as follows:

Planning/Appeal of
Planning
Commission
Approval of Walters
EIR and Tract Map

The Chairperson at 1:35 p.m., opened the public hearing, de novo, regarding the appeal of the Planning Commission's adoption and certification of the Final Environmental Impact Report (FEIR) for and approval of, Tentative Tract Map #239/Walters. The Assistant Clerk of the Board entered Exhibits A a letter from Ken Reed of Bishop, dated April 20, 2009, B a copy of an editorial noted as Inyo Register April 14, 2009 submitted by Lorraine Masten of Bishop, C an April 20, 2009 letter from Lorilee Schumann and Denny Capp of Bishop, and D the May 19, 2009 letter from Lynne Almeida of the Save Round Valley Alliance, into the record. Ms. Tanda Gretz, Senior Planner, reviewed the Staff Report and recommendations. At the conclusion of her remarks she requested that the Staff Report and all of the attachments, including the two Environmental documents be entered into the record and they were marked Exhibit E. Ms. Gretz informed the Board that a representative of the Save the Round Valley group had called to say they were attempting to make it to the hearing. The Project Applicant, Mr. Walters addressed the Board to support the project. In response to a question from Supervisor Cash, Mr. Walter's confirmed that if a viable comparable site had been identified, he would have considered it for his project. The Chairperson called on those supporting the project. Mr. Doug Thompson of Lone Pine addressed the Board to provide information on the project and to support the project. Ms. Jaque Hickman of Lone Pine also addressed the Board to support the project and requested that an illustration she provided to the Board be entered into the record and it was Marked Exhibit F. The Chairperson invited the Appellants to address the Board and there was no one present representing the appellants. The Chairperson then called on those supporting the appeal and there was no one coming forward to speak. The Chairperson called for rebuttal and there was none. The Chairperson closed the public hearing at 2:25 p.m. The Board Members began their deliberation by noting that CEQA had been met and to talk about the requirements of CEQA as it applies to this project. They noted the amount of mitigation that has been attached to this project.

Resol. #2009-20/
Approving Tract
Map 239/Walters

Moved by Supervisor Cervantes and seconded by Supervisor Fortney to uphold the Planning Commission approval of the project by adopting Resolution No. 2009-20, titled "A Resolution of the Inyo County Board of Supervisors of the County of Inyo, State of California, Certifying and Adopting the Final Environmental Impact Report (EIR) and Statement of Overriding Considerations and Approving Tentative Tract Map No. 239/Walters (located 4 miles west of Lone Pine: APNs 023-270-12 and 023-270-13." Motion carried unanimously.

WITNESS my hand and the seal of said Board this 19th

Day of MAY 2009



Patricia Gunsolley
By: Patricia Gunsolley, Assistant

Routing	
CC	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other Planning	_____
DATE:	June 4, 2009

RESOLUTION NO. 2009— 20

**A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS OF THE
COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING AND
ADOPTING THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR) AND
STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVING
TENTATIVE TRACT MAP NO. 239/WALTERS
(LOCATED 4 MILES WEST OF LONE PINE: APNS 023-270-12 & 023-270-13),**

WHEREAS, on March 26, 2004, Jim Walters submitted an Application for Tentative Tract Map No. 239/Walters, to subdivide 74.15 acres into twenty-seven 2.5-acre lots; and

WHEREAS, the Inyo County General Plan designates the subject property as "RRM" (Residential Rural Medium Density, 1 dwelling unit per 2.5 acres); and

WHEREAS, the Zoning for the subject property is designated as RR - 2.5 (Rural Residential, 2.5-acre minimum), and public facilities, including power, water, septic, and fire protection, are adequate to meet the needs of the proposed project; and

WHEREAS, the Planning Commission considered the hydrogeological study prepared for the site, including the time of year the study was conducted, the type of well used to extract water and measure its flow, the location and use of monitoring wells for the study, and, further, the Planning Commission considered the efficiencies of individual wells on each lot as opposed to a community water system, the historical availability of groundwater in the general area, the characteristics of the groundwater basin, the proposed use of individual septic systems, the location of sensitive springs and habitat near the project location, and all comments relating to the hydrogeological study; and

WHEREAS, the Planning Commission found that the hydrogeological study prepared for the project indicates adequate groundwater availability for full build-out of the proposed project, assuming 100% development of second dwelling units as allowed under California State Law; and

WHEREAS, the Planning Commission considered the visual and aesthetic impacts of this project, including the impacts from future buildings and associated water tanks and other utilities, and considered alternatives and mitigation to the project that would minimize the visual impacts of the project; and

WHEREAS, in compliance with the requirements of the California Environmental Quality Act (CEQA), a Draft Environmental Impact Report (DEIR) was prepared for the project and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of CEQA; and

WHEREAS, the public comment period for the DEIR closed on January 7, 2005 and fifty-seven comments were received; and

WHEREAS, following the close of the comment period, a Final Environmental Impact Report (FEIR) was produced, consisting of the Draft Environmental Impact Report, a list of persons and organizations who made comments, comments received, and responses to comments; and

WHEREAS, the Inyo County Planning Commission held a noticed public hearing on April 27, 2005, to consider whether to approve Tentative Tract Map No. 239/Walters; and

WHEREAS, at the April 27, 2005, hearing the Planning Commission considered the report of staff, the Environmental Impact Report, and all oral and written comments regarding the proposal; and

WHEREAS, at the conclusion of the April 27, 2005, hearing, the Planning Commission adopted the Final Environmental Impact Report prepared pursuant to the requirements of the California Environmental Quality Act and certified that the requirements of that Act had been satisfied; and

WHEREAS, after adopting the Final Environmental Impact Report, the Planning Commission adopted the Statement of Overriding Considerations and Findings and approved Tentative Tract Map No. 239/Walters, subject to the noted Conditions of Approval; and

WHEREAS, on May 9, 2005, Shute, Mihaly & Weinberger LLP, on behalf of the Save Round Valley Alliance, appealed the Planning Commission's decision of April 27, 2005, to the Inyo County Board of Supervisors; and

WHEREAS, as the appellate authority the Board was the certifying body for the Environmental Impact Report and the approval authority for the project; and

WHEREAS, on June 7, 2005, the Board of Supervisors conducted a noticed hearing *de novo* on the appeal of the above-described actions by the Planning Commission at which the Board heard testimony, received evidence, closed the public comment portion of the hearing and continued the hearing to July 12, 2005 to enable the Board to consider evidence received to the close of public comment; and

WHEREAS, on July 12, 2005, the Board of Supervisors conducted and concluded the continued hearing *de novo* on the appeal of the above described actions by the Planning Commission, and received and considered public comment presented at that hearing; and

WHEREAS, on July 12, 2005 the Inyo County Board of Supervisors approved Tentative Tract Map #239/Walters, Whitney Portal Preserve, and certified the Environmental Impact Report that pertained to that project; and

WHEREAS, Save Round Valley Alliance challenged the approval in Inyo County Superior Court, resulting in a judgment upholding Inyo County's certification of the EIR and approval of the project; and

WHEREAS, Save Round Valley Alliance appealed that decision to the Fourth District Court of Appeal, which found for the appellants on certain issues and directed the Superior Court to issue a Writ of Mandate ordering Inyo County to set aside its certification of the EIR and its approval of Tentative Tract Map #239/Walters; and

WHEREAS, the Writ of Mandate was issued on June 17, 2008 and received by Inyo County on June 30, 2008; and

WHEREAS, the Writ of Mandate ordered the County of Inyo to set aside its certification of the EIR, set aside its approval of the Whitney Portal Preserve project, and to take no action to further the project without completing additional CEQA processing; and

WHEREAS, the Inyo County Board of Supervisors complied with the Writ of Mandate on August 26, 2008 by revoking its approval of the Whitney Portal Preserve project and its certification of the associated EIR; and

WHEREAS, in compliance with the Writ of Mandate and the requirements of the California Environmental Quality Act (CEQA), a Recirculated Environmental Impact Report (REIR) was prepared for the project and circulated to the State Clearinghouse, all affected agencies, and all interested parties for public review and comment pursuant to the provisions of CEQA; and

WHEREAS, pursuant to the court's order, the portion of the EIR that was recirculated (as the REIR) related to the feasibility of a land exchange between Mr. Walters and the Bureau of Land Management (BLM) for BLM lands, and comments and analysis were limited to that subject; and

WHEREAS, the public comment period for the REIR closed on August 30, 2008 and 27 comments were received; and

WHEREAS, upon review of the comment letters received, additional information was gathered and the portion of the EIR that related to the feasibility of a land exchange between Mr. Walters and the Bureau of Land Management (BLM) for BLM lands was again recirculated (as the Revised Recirculated EIR (RREIR)), which document incorporates the REIR; and

WHEREAS, the public comment period for the RREIR closed on January 21, 2009 and 10 comment letters were received; and

WHEREAS, following the close of the comment period for the RREIR, a new Final Environmental Impact Report (FEIR) was produced, consisting of the previously approved FEIR (which approval was subsequently revoked), the Revised Recirculated Environmental Impact Report (RREIR), a list of persons and organizations who made comments on the REIR and RREIR, comments received, and responses to comments (FREIR), which new FEIR is referred to herein as the EIR or Environmental Impact Report; and

WHEREAS, the Inyo County Planning Commission held a noticed public hearing on March 25, 2009, to consider whether to approve Tentative Tract Map No. 239/Walters and whether to certify the EIR; and

WHEREAS, at the March 25, 2009, hearing the Planning Commission considered the report of staff, the Environmental Impact Report, and all oral and written comments regarding the proposal; and

WHEREAS, the analysis of the EIR, including the RREIR, supported the previous findings and Statement of Overriding Considerations made by and conditions of approval imposed by the Planning Commission on April 27, 2005.

WHEREAS, the Planning Commission considered the facts and conclusions in the RREIR that a trade between Mr. Walters and the BLM for an alternative site for development is infeasible for a number of reasons and that the project would not significantly affect the climate; and

WHEREAS, on April 2, 2009, the approval of the Planning Commission was appealed to the Inyo County Board of Supervisors by Shute, Mihaly & Weinberger LLP, on behalf of the Save Round Valley Alliance; and

WHEREAS, the Inyo County Board of Supervisors held a noticed public hearing on May 19, 2009, to consider the FEIR for and Tentative Tract Map #239/Walters; and

WHEREAS, at the May 19, 2009, hearing the Board of Supervisors considered the report of staff to the Board and to the Planning Commission, written comments to the Planning Commission, the Environmental Impact Report, and all oral and written comments regarding the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the May 19, 2009, hearing, including the Planning Department Staff Report, written comments to the Planning Commission, and the Environmental Impact Report for the project, the County of Inyo Board of Supervisors makes the following findings regarding the Environmental Impact Report (EIR):

1. The EIR provided meaningful analysis of the environmental effects of the project and provided for meaningful public review and comment which is evidenced by the extensive comments submitted in response to the Draft EIR, REIR, and RREIR and the numerous comments made at the public hearings on the project and EIR.
2. The project description for the proposed project is accurate and led to appropriate analysis of the project. The project will create 27 lots on which the General Plan and County Ordinances would allow the construction of 27 primary dwelling units. State law would allow lot owners to construct secondary residences of limited size on each lot as well. Where appropriate, the Environmental Impact Report studied and considered the effects of the potential secondary residences, particularly but not exclusively in water use, traffic studies and aesthetic considerations. This Board has considered the fact that secondary residences of limited size may be constructed on each parcel that will be created in making all findings and decisions relating to this project.
3. The project will not have a significant effect on the world or local climate. The original EIR for this project evaluated the effect of the project on air quality and determined that the project would have no significant effect on air quality. Although the climate change effect had been identified at that time, no comments were received to indicate that the project would have a significant cumulative or other effect on climate. During the recirculation, commenters identified that the climate might be affected by this project. Although the recirculation related strictly to the court-ordered analysis of the land trade alternative, an analysis of the project's effect on the climate was conducted. The analysis identified that a significant impact might occur if the project conflicted with the implementation of Assembly Bill 32 which requires the reduction of the generation of greenhouse gasses in California, but concluded that the project would not conflict with the AB 32 goals and therefore could not have a significant impact on the climate. The study and the facts therein support this conclusion. The project is insignificant in relation to the scope of climate change and will be developed in full compliance with current and future regulations governing building and transportation efficiency. Although any new project is

likely to increase greenhouse gasses to some extent, AB 32 envisions offsetting reductions that would result in a statewide reduction in such gasses. Any small increase in emissions resulting from the project will be offset and accounted for with the implementation of AB 32 in Inyo County and throughout California. This project will not conflict with the implementation of AB 32 and could not individually or cumulatively significantly affect the climate.

4. The requirements of the California Environmental Quality Act (CEQA) have been met.

BE IT FURTHER RESOLVED that this Board makes the following findings required by California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15091 regarding potentially significant impacts identified in the EIR:

- 1.) Stormwater Drainage Hazard Impact: Impact 3.3 - #1, as identified in the EIR

Facts: Stormwater flow through the existing gullies/drainage pathways on the project site can exceed 200 cfs, with resulting impacts to structures, roadways, or driveways located within, or too closely adjacent to, such drainage pathways.

Mitigation Measures:

- **Mitigation Measure #1:** The existing culvert underneath Whitney Portal Road shall be replaced with a single 36-inch culvert, with culvert details to be provided on final maps.
- **Mitigation Measure #2:** The minimum setbacks for all permanent structures shall be 175 feet for Lots 1 and 5; 200 feet for Lots 2 and 6; 225 feet for Lots 3 and 4; 275 feet for Lot 7; 300 feet for Lot 8; and 350 feet for Lot 9 (lot fronting Whitney Portal Road). The minimum setback shall be 50 feet for all permanent structures from lot lines that are common to other lot lines or from road rights of way located within the development, with exceptions as noted on the tract map. No building permits shall be issued for structures that do not comply with these requirements.
- **Mitigation Measure #3:** The developer shall pay a \$10,000 impact fee to the Inyo County Public Works Department to fund maintenance ("Maintenance & Enforcement Fund" established by the CC&Rs) to the Arizona Crossings and related drainage areas. This fund shall be replenished through the CC&R Architectural Committee as needed.
- **Mitigation Measure #4:** All drainage protection areas shall be defined on the Tentative Tract Map, all Final Maps, and shall be included in the CC&Rs. No building or grading permits shall be issued for properties that conflict with these requirements.
- **Mitigation Measure #5:** CC&Rs shall require all driveways which cross existing drainage pathways shall be constructed at grade, and building and grading permits shall reflect these requirements. Lots having driveways that cross the central drainage pathway (Lots 13-15, 26) shall have easements providing an emergency/secondary access route to those lots.
- **Mitigation Measure #6:** All lots are required to submit individual grading and drainage plans, to be reviewed and approved by the Inyo County Public Works Department prior to issuance of any building or grading permit.
- **Mitigation Measure #7:** All of the following permits shall be accompanied by submission of a Best Management Practices (BMP) plan: U.S. Army Corps of Engineers, State of California Regional Water Quality Control Board - Lahontan Region, California Department of Fish & Game, Inyo County Public Works Department.

- **Mitigation Measure #8:** Drainage and street plans shall be to the satisfaction of the Inyo County Public Works Department. Streets shall be offered in dedication to the County.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

2.) **Fire Protection Hazard Impacts:** Impact 3.3 - #2, as identified in the EIR.

Facts: The project site is located within a "Very High Fire Zone," outside the existing boundaries of the Lone Pine Fire District.

Mitigation Measures:

- **Mitigation Measure #1:** The project shall be annexed into the Lone Pine Fire District, thus providing 24/7 fire protection services. Annexation into the fire protection district is subject to approval of the Inyo Local Agency Formation Commission (LAFCO).
- **Mitigation Measure #2:** CC&Rs shall require a 3,500 gallon water storage tank for each home.
- **Mitigation Measure #3:** CC&Rs and conditions of approval shall require dedication of Lot A for use as a future fire substation, with installation of electricity, a well, pump, and 20,000 gallon water storage tank to be provided for subdivision fire protection purposes. The water storage tank shall be filled and kept in a ready state prior to any development commencing (i.e., prior to approval of the first Final Map). Ownership of Lot A shall be transferred to the Lone Pine Fire District. These measures shall take place prior to approval of any Final Map.
- **Mitigation Measure #4:** CC&Rs shall require "fire safe" construction methods for homes to include non-combustible roofs, enclosed eaves and decks, and a defensible space around all buildings in which all vegetation is removed or modified. No building permit shall be approved that does not incorporate such fire safe construction methods.
- **Mitigation Measure #5:** The developer shall contribute \$5,000 per lot to an escrow fund to be used for the future building of a fire substation on Lot A. This fund will be established and available prior to approval of any Final Map.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

3.) **Cultural/Historical Resources Impacts:** Impact 3.9 - #1, as identified in the EIR

Facts: Refuse sites from movie crews filming in the Alabama Hills area (1920s-1960s) exist on the project site. Items within these sites may be historically significant, and would be lost/destroyed with the development of the site.

Mitigation Measures:

- **Mitigation Measure #1:** An archival & documentary information search on the use of the site by the motion picture industry shall be completed to the satisfaction of the Inyo County Planning Department prior to approval of any Final Map.

- **Mitigation Measure #2:** Developer shall have a more thorough field inventory of refuse deposits performed.
- **Mitigation Measure #3:** Developer shall arrange to have construction crew staff to be trained to identify significant artifacts. If any such artifacts are disturbed, or if human remains are found, the Inyo County Planning Department staff shall be contacted and work shall cease until a qualified archaeologist and a local Native American monitor (if necessary) can be consulted.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

4.) **Noise Impacts:** Impact 3.12 - #1, as identified in the EIR

Facts: Noise may exceed noise level standards during construction activities.

Mitigation Measures: The following noise abatement measures are required by the Inyo County General Plan of any construction equipment if affecting sensitive receptors within 500 feet of the project site:

- **Mitigation Measure #1:** Generators shall be enclosed.
- **Mitigation Measure #2:** Proper mufflers shall be installed on all construction vehicles.
- **Mitigation Measure #3:** Hours of operation shall be restricted to the hours of 7:00 a.m. to 7:00 p.m.
- **Mitigation Measure #4:** These measures shall be inspected in the course of permitting for grading and construction activities.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

5.) **Visual Resources Impact:** Impact 3.1 - #1, as identified in the EIR

Facts: The proposed project will impact the visual resources of the project area by placing development within a previously undeveloped noted environmental area.

Mitigation Measures:

- **Mitigation Measure #1:** The minimum setback for all permanent structures shall be (as measured from the centerline of Whitney Portal Road) 175 feet for Lots 1 and 5; 200 feet for Lots 2 and 6; 225 feet for Lots 3 and 4; 275 feet for Lot 7; 300 feet for Lot 8; and 350 feet for Lot 9 (lots fronting Whitney Portal Road). The minimum setback shall be 50 feet for all permanent structures from lot lines that are common to other lot lines or from road rights of way located within the development, with exceptions as noted on the tract map. No building permits shall be issued for structures that do not comply with these requirements.

- **Mitigation Measure #2:** The maximum height of residential units shall be 22 feet for Lots 1-9, and 30 feet for the remainder of the lots. No building permits shall be issued for structures that do not comply with these requirements.
- **Mitigation Measure #3:** The development area for each lot, with the exception of those lots designated equestrian lots (Lots 10, 11, 17-27), shall not exceed 27% of each lot (2/3 acre). Any and all structures erected on a lot must be contained within the building envelope development area. No building permits shall be issued for structures that do not comply with these requirements.
- **Mitigation Measure #4:** Drainage and habitat preservation areas are noted in Exhibit A to the subdivision CC&Rs. No alteration of the natural topography or vegetation shall be permitted, nor shall any structures or barriers of any sort be permitted within said areas, except for construction of driveways. No building or grading permits shall be issued for structures that do not comply with these requirements.
- **Mitigation Measure #5:** Landscaping is required. Owners of lots on the periphery of the subdivision, who shall be required to plant and maintain trees in the locations designated, and with species indicated, in Exhibit B of the subdivision CC&Rs. All lot owners shall be required to landscape lots within six months of issuance of a Certificate of Occupancy.
- **Mitigation Measure #6:** Light fixtures shall be fully shielded and attached to buildings. No exterior lighting shall be allowed on the East side of buildings on Lots 1, 10, and 19, and on the west side of lots 9, 18, and 27. Lighting shall be limited in number, duration, and intensity to accommodate security purposes and to reduce impacts to wildlife, and subject to subdivision Architectural Committee review/approval. No building permits shall be issued for structures that do not comply with these requirements.
- **Mitigation Measure #7:** Exterior building materials shall consist of brick, rock, wood, and/or stucco, to be in natural colors/earth tones to blend in with the landscape. Roofing materials shall be noncombustible tile, slate, non-reflective metal, or composition. Window frames shall be wood clad, painted steel or anodized aluminum. No building permit shall be issued for structures that do not comply with these requirements.
- **Mitigation Measure #8:** Language within the CC&R document shall identify what provisions of the CC&Rs are conditions of approval, and shall give the County authority to enforce those provisions.
- **Mitigation Measure #9:** No revisions of the CC&Rs which exist as conditions of approval for the project shall be allowed, and it shall be required that all such provisions shall be included in any subsequent CC&Rs.
- **Mitigation Measure #10:** CC&Rs that meet the County's approval shall be developed prior to approval of the Final Map for the project.

Finding: Changes or alterations have been required in, or incorporated into the project, which mitigate to the maximum extent feasibly possible, but do not completely avoid, the significant environmental effects thereof as identified in the completed environmental impact report. Specific economic, social, or other considerations make infeasible the project alternatives identified in the environmental impact report.

BE IT FURTHER RESOLVED that this Board makes the following findings regarding alternatives to the proposed project evaluated in the EIR:

- 1.) **"No Project" Alternative:** This alternative would not meet project objectives, since no development project would take place.
- 2.) **Alternative Site – Land Exchange Alternative:** This alternative is infeasible. During the preparation of the original draft and final EIRs for this project, the County examined land exchanges for private parcels and consulted with the United States Forest Service and Bureau of Land Management, and the Los Angeles Department of Water and Power regarding their lands. The appellate court found the evaluation of the potential for trade with the BLM to be inadequate and the County underwent extensive additional analysis of that option. None of the land exchange alternatives were feasible for the following reasons:

Private Parcels: Neither the developer nor Inyo County own or have access to private parcels that could be used for the project. Additionally, no conservation group that contacted the County or that was contacted by the County had ownership or control of parcels to trade with the developer for his project.

Neither the County nor any individual have located appropriate private parcels for trade. Such a trade is not likely to be successful. Any person who traded for the project parcel would face the same difficulties gaining project approval as the developer, since the County already proposes to impose all practical measures to reduce the visual impact of the project. Any significant development of the project parcel would likely have a significant impact on the aesthetics of the area. There would be no motivation for the owner of a developable parcel to trade that parcel to the project proponent for a parcel that would not be developable. This makes such a trade infeasible.

Forest Service Parcels: The Forest Service was contacted in regard to any of its lands that might be available for trade. The Forest Service does not hold lands that are adjacent or close to existing communities in the County or that are appropriate for development. A trade with the Forest Service is not feasible.

LADWP Parcels: The LADWP proposed one parcel in the Lone Pine area for potential trade. The parcel was located in an undesirable location for a residential neighborhood and was too small to be an equitable trade for the project site. This potential trade was found infeasible in the original EIR for the reason that it could not meet project objectives and did not offer the proponent an equitable and economic value for his land. A trade with the LADWP is not feasible.

BLM Parcels: In certifying and approving the original EIR, this Board found that a trade with the BLM was not feasible. This Board has extensive knowledge of land use issues in its jurisdiction which it felt justified its opinion that land trades with federal agencies, while often discussed, are generally not feasible in execution. The appellate court found that the Board's rationale for making its previous finding was not sufficiently supported. At this time, in reviewing the EIR, including the extensive evaluation contained in the re-circulated portions of the EIR, this Board finds that its original determination that such a trade is infeasible was well-founded. The court, and the commenters to the RBIRs, have concentrated on two BLM parcels as potential trades, which are individually addressed below:

Horseshoe Meadows Road Parcel: This parcel is located on Horseshoe Meadows road about one half mile from the Alabama Hills community. It was discussed in the original EIR and by the appellate court. This parcel of land was withdrawn from disposition by the United States Congress decades ago in order to protect water-shed for the City of Los Angeles. For this reason it is not available or feasible for trade. The project proponent would have to embark on a minimum four- to eight-year process to garner agency support for such a trade and then gain the approval of Congress to remove the protection provided for this land. This is infeasible due to its speculative nature and uncertainty of success.

Additionally, this parcel shares many of the visual impacts of the project parcel, in that it is located in a sensitive view shed and would impose a visual impact where there was none before. Moving the project to this parcel would essentially shift the visual impact to a different population, therefore failing of the purpose to eliminate or reduce the significance of the visual impact. Developing the site would also violate tenants of the County General Plan, as the site is not contiguous to an established community, is not designated in County plans for development, and would encourage leap-frog development. On the other hand, the project site is designated in the County General Plan for development and is contiguous with an existing community.

For these reasons, and the additional facts and analysis in the EIR, this Board finds that a land trade with the BLM for the Horseshoe Meadows Road Parcel is not feasible.

Central Wilkerson Site: This site is located in the Bishop area and would mitigate the visual impact of the project site.

The FREIR contains an analysis of the development costs of this site, by an engineering firm, and an analysis of the potential sales prices for the resulting parcels, by an established real estate broker. Within a reasonable margin of error, the sales price of the resulting parcels might meet, but would not exceed, the development costs of the parcel. There is no likelihood that the project proponent would realize a return on his investment for developing the parcel. If his investment in the currently proposed project site was factored into the analysis, he would lose money as a result of this trade. These facts make this alternative infeasible.

Additionally, the developer does not have control over this parcel or the ability to use it as an alternative to his project. He would have to undertake a lengthy and expensive process to pursue a trade with the BLM, with no certainty of success. Given the uncertainty involved with this two- to eight-year process and the expense of pursuing the trade, the trade scenario is infeasible. Further, such a trade would eliminate an economic development opportunity from the Lone Pine area. Given the lack of private, developable land in that area, the loss of the development would not be easily replaced and would violate General Plan policies encouraging the use of private property in communities of the County. Finally, the Central Wilkerson site lacks key objectives of the project – proximity to a watercourse, a location adjacent to popular public lands and a notable view shed for the large estate-type parcels.

For these reasons and the facts and analysis set forth in the EIR, this Board finds that a trade of the Central Wilkerson parcel for the project parcel is not feasible.

Other BLM Parcels: The EIR evaluates several other BLM parcels for trade: North Wilkerson; Rossi Hill 1 & 2; Bishop 1 & 2. All were less feasible than the Central Wilkerson and Horseshoe Meadow Road parcels. All would entail a lengthy and expensive trade process with uncertain results. None were located adjacent to existing communities, as encouraged by the County General Plan. The Bishop and Rossi Hill parcels are located in undisturbed view sheds and would contribute to a significant visual impact. Additionally, all would violate General Plan policies that encourage development in *each* community in the County because they are not located near Lone Pine and a trade for the parcels would remove a development opportunity from the Lone Pine area. For these reasons and the facts and analysis set forth in the EIR, this Board finds that a trade of any of the additional available BLM parcels for the project parcel is not feasible.

- 3.) **Reduced Project Density Alternative:** Any substantial development on the project site would result in a significant unmitigable environmental impact, since any development would intrude on the visual resource at the site. This alternative did not significantly reduce or minimize project impacts, as development would still occur on the project site, and is not preferable to the proposed project.
- 4.) **Community Water & Sewer System Alternative:** This alternative is impractical in that the requirements of a community system are deemed infeasible for such a phased, small project covering a relatively large area. Furthermore, there are no significant or potentially significant impacts identified or foreseeable resulting from the use of individual wells and septic systems. Therefore, this alternative would not address any impact resulting from the use of water or disposal of sewage in the project. This alternative also would not significantly reduce or minimize the project impacts to aesthetic resources, since wells and septic systems have a negligible visual impact.
- 5.) **Clustered Lots with Low-Moderate Income Housing:** Any substantial development on the project site would result in a significant unmitigable environmental impact, since any development would intrude on the visual resource at the site. This alternative did not significantly reduce or minimize project impacts, as development would still occur on the project site, and is not preferable to the proposed project.

BE IT FURTHER RESOLVED that the County of Inyo Board of Supervisors makes the following findings regarding the project's compliance with the County of Inyo General Plan:

- 1.) The Inyo County General Plan specifically designates the project site as one appropriate for Residential Rural Medium Density development. The General Plan designates such development as that allowing one dwelling unit for each 2.5 acres. The proposed project is in compliance with the specific General Plan designation for the property.
- 2.) Although the project will affect the visual resources of the County, the project will be developed adjacent to an existing community, will increase the housing stock in the County and will allow the landowner to develop the landowner's private property. Therefore, besides complying with the specific land use designation for the property, the project will comply with the goals and policies of the General Plan.

- 3.) The Inyo County General Plan encourages opportunities for reasonable expansion of communities in a logical and contiguous manner, and the General Plan designation of the Whitney Portal project site for development furthers that goal. Moving that development opportunity from the Lone Pine area to another area of the County would remove an opportunity for reasonable expansion in the Lone Pine area and violate an important General Plan goal. This is particularly true due to the scarcity of alternative private land in the County in general and Lone Pine in particular.
- 4.) It is an important General Plan Policy to create an environment in which property owners are free to develop their properties in compliance with County rules and regulations. General Plan Policy LU-2.12 specifically preserves the right of property owners to construct homes on property designated for residential uses. Creating an environment in which property owners are unable to ascertain the permitted uses of their property and invest in the property accordingly represents a direct threat to the economic well-being of the citizens of Inyo County because investors will be less willing to invest in any property in Inyo County and violates General Plan Policy LU-2.12.
- 5.) The project is consistent with the Inyo County General Plan.
- 6.) The site is physically suited for the proposed type and density of development.
- 7.) The design or proposed improvements are not likely to cause substantial environmental damage (excepting those visual impacts delineated), or substantially and avoidably injure fish, wildlife, or their habitat, or cause serious public health problems.
- 8.) There is a sufficient water supply available for the subdivision.
- 9.) The design of the subdivision or types of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision, or alternate equivalent easements have been provided.
- 10.) The design of the subdivision, to the extent feasible, provides for future passive or natural heating or cooling opportunities in the subdivision.

BE IT FURTHER RESOLVED that this Board makes the following Statement of Overriding Considerations:

Pursuant to the California State Public Resources Code Section 21081 (b) and the California Environmental Quality Act (CEQA) Guidelines Sections 15091 and 15093, the Board of Supervisors of the County of Inyo has balanced the benefits of the proposed project against potential unavoidable adverse impacts associated with the proposed project and has adopted all feasible mitigation measures with respect to these impacts.

However, even with the proposed mitigation measures, significant impacts to visual resources will still exist. The Board of Supervisors has also examined project alternatives, as described in the EIR prepared for the project, and found that none of the alternatives are feasible. The alternatives that would allow development on the proposed site do not address the visual impact of the project, which is the only unmitigated

significant impact from the project. The alternative site alternative could negate the visual impact of the project. However, there is no alternative site that is feasible for the project. This Board makes extensive findings regarding the feasibility of this latter alternative above.

As a result, the Board of Supervisors, after balancing the specific economic, legal, social, technological, and other benefits of the proposed project, has determined that the potential unavoidable adverse environmental impacts identified above may be considered acceptable due to the following specific considerations, which outweigh the unavoidable, adverse environmental impacts of the proposed project. Each of the separate benefits of the proposed project, as stated herein, is determined to be, unto itself and independent of the other project benefits, a basis of overriding all unavoidable adverse environmental impacts identified in these findings.

Project benefits include:

- 1.) Development of residential property so designated by both the Inyo County General Plan and the Inyo County Zoning Ordinance.

The subject property is designated Residential Rural Medium Density (RRM) as stated in the General Plan:

"This designation provides for large-lot single-family housing in rural residential neighborhoods, public and quasi-public uses, and similar and compatible uses. Residential densities shall be a maximum of 1 dwelling unit per 2.5 acres. This designation is used around the fringes of urban communities where large parcel sizes are preferred, and for those rural communities that lack complete sewer and water systems. Individual water wells and individual sewage disposal systems are allowed, but community water systems are encouraged."

Further, the subject property is zoned under the Inyo County Zoning Ordinance as Rural Residential and is, by nature and definition, outside of existing urban communities such as the nearby town of Lone Pine. The Inyo County General Plan provides for Rural Residential development, which the Inyo County Zoning Ordinance defines as follows:

"The RR (Rural Residential) Zone is intended to be applied to the areas outside the urban communities of Inyo County which are without fully developed services and where individual residences are expected to be largely self-sustaining, particularly for water and sewage disposal."

- 2.) Provision of needed housing and economic benefits to the County of Inyo.

The Inyo County General Plan's Housing Element notes that:

"Less than two percent of the land in Inyo County is available for development due to large public land holdings. Limited land resources thus severely restrict the amount of residential development that is able to

occur in the County. The County will need to play an active role in identifying land suitable for new housing."

The project site, being designated for Rural Residential development since the 1970s, has been clearly identified by the County as suitable for residential development. Being one of few parcels of privately held land within the County, and one which is already designated for residential development, the subject parcel is uniquely valuable in its ability to be used to provide housing, and the resulting associated economic benefits; to the County. Such benefits include the economic activity created in the County from designing and building the residences as well as the economic activity created by additional residents.

Further, because the amount of privately held land is so small within the County, including the subject Alabama Hills area, residential development is by necessity restricted to limited areas, with any resulting development impacts likewise restricted due to limited developable acreage.

3.) Implementation of the objectives established for the proposed project.

The proposed project satisfies the project actions and objectives for the Whitney Portal Preserve, as stated in the Draft Environmental Impact Report for Tentative Tract Map #239/Walters, Chapter 1, Page 1:

"To divide 74.15 acres into twenty-seven 2.5-acre lots for development as single family homes...as Residential Rural Medium Density (RRM) development, allowing 1 dwelling unit per 2.5 acres."

Other alternatives identified for the project, such as the land exchange and reduced project density alternatives, respectively, either are infeasible or do not make use of the exceptional benefits and site characteristics of the subject parcel or do not allow development of the full housing potential of the site while failing to remedy the visual effects.

4.) Conclusion.

For the foregoing reasons, the Board of Supervisors of the County of Inyo, serving as the Lead Agency, concludes that Tentative Tract Map #239/Walters will result in beneficial economic activity and the addition of residential development on land so designated under the Inyo County General Plan and Zoning Ordinance, which benefits outweigh the unavoidable environmental impacts of the project. Therefore, the County of Inyo adopts this Statement of Overriding Considerations.

THEREFORE, BE IT FURTHER RESOLVED that the County of Inyo Board of Supervisors hereby approves Tentative Tract Map No. 239/Walters subject to the conditions of approval that follow:

- 1.) Conformance with Tentative Map: The developer shall submit all Final Tract Maps for the proposed phased development in substantial conformance with the approved Tentative Tract Map, and shall comply with all applicable provisions of Inyo County Code Section 16.40

"Subdivisions: Improvements and General Requirements." All Final Tract Maps for the proposed phased project shall be recorded within two years from the date of approval by this Board, unless a request for a time extension is received prior to that date.

- 2.) **Compliance with the California Subdivision Map Act and Inyo County Code:** The developer shall comply with all applicable provisions of the California Subdivision Map Act (Government Code 66410 et seq.) and Inyo County Code.
- 3.) **Taxes and Assessments:** The developer shall pay any delinquent and/or due taxes or special assessments to the satisfaction of the Inyo County Treasurer-Tax Collector prior to the recordation of the first Final Tract Map.
- 4.) **Annexation into the Lone Pine Fire Protection District:** The developer shall coordinate with the Lone Pine Fire Protection District and the Inyo Local Agency Formation Commission (LAFCO) to annex the project site into the Lone Pine Fire District prior to approval of any Final Map.
- 5.) **Visual Resources & Drainage Preservation:** The developer shall include the following elements within the CC&Rs for the proposed subdivision as mandatory visual mitigation for the project and Inyo County will comply with these measures as specified:
 - **Setbacks:** The minimum setback for all permanent structures shall be 175 feet for Lots 1 and 5; 200 feet for Lots 2 and 6; 225 feet for Lots 3 and 4; 275 feet for Lot 7; 300 feet for Lot 8; and 350 feet for Lot 9 (lot fronting Whitney Portal Road). The minimum setback shall be 50 feet for all permanent structures from lot lines that are common to other lot lines or from road rights of way located within the development, with exceptions as noted on the tract map. The setbacks from Whitney Portal Road noted for Lots 1-9 are measured from the centerline of Whitney Portal Road, and not measured from property boundaries. No building permits shall be issued for structures that do not comply with these requirements.
 - **Structure Height:** The maximum height of residential units shall be 22 feet for Lots 1-9, and 30 feet for the remainder of the lots. No building permits shall be issued for structures that do not comply with these requirements.
 - **Lot Development Area Restrictions:** The development area for each lot, with the exception of those lots designated equestrian lots (Lots 10, 11, 17-27), shall not exceed 27% of each lot (2/3 acre). Any and all structures erected on a lot must be contained within the building envelope development area. No building permits shall be issued for structures that do not comply with these requirements.
 - **Drainage Areas & Habitat Preservation Areas:** These areas are noted in Exhibit A to the subdivision CC&Rs. No alteration of the natural topography or vegetation shall be permitted, nor shall any structures or barriers of any sort be permitted within said areas, except for construction of driveways. No building or grading permits shall be issued for structures that do not comply with these requirements.
 - **Landscape Requirements:** Owners of Lots on the periphery of the subdivision shall be required to plant and maintain trees in the locations designated, and with species indicated, in Exhibit B of the subdivision CC&Rs. All lot owners shall be required to landscape lots within six months of issuance of a Certificate of Occupancy.
 - **"Dark Skies" Lighting Requirements:** light fixtures shall be fully shielded and attached to buildings. No exterior lighting shall be allowed on the East side of buildings on Lots 1, 10, and 19, and on the west side of lots 9, 18, and 27. Lighting shall be limited in number, duration, and intensity to accommodate security purposes and to reduce impacts to wildlife,

and subject to subdivision Architectural Committee review/approval. No building permits shall be issued for structures that do not comply with these requirements.

- **Structure Design Issues (materials, colors, etc.):** Exterior building materials shall consist of brick, rock, wood, and/or stucco, to be in natural colors. Roofing materials shall be noncombustible tile, slate, non-reflective metal, or composition. Window frames shall be wood clad, painted steel or anodized aluminum. No building permit shall be issued for structures that do not comply with these requirements.
- **Language within the CC&R document** shall identify what provisions of the CC&Rs are conditions of approval, and shall give the County authority to enforce those provisions.
- **No revisions of the CC&Rs** which exist as conditions of approval for the project shall be allowed, and it shall be required that all such provisions shall be included in any subsequent CC&Rs.
- **CC&Rs that meet the County's approval** shall be developed prior to approval of the Final Map for the project.

6.) Fire Protection Measures: The following measures shall be implemented by the developer:

- The project shall be annexed into the Lone Pine Fire District prior to any Final Map approval, thus providing 24/7 fire protection services. Annexation into the fire protection district is subject to approval of the Inyo Local Agency Formation Commission (LAFCO).
- CC&Rs shall require a 3,500 gallon water storage tank for each home.
- CC&Rs shall dedicate Lot A for use as a future fire substation, with installation of electricity, a well, pump, and a 20,000 gallon water storage tank to be provided for subdivision fire protection purposes. The water storage tank shall be filled and kept in a ready state prior to any development commencing (i.e., prior to approval of the first Final Map). Ownership of Lot A shall be transferred to the Lone Pine Fire District. These measures shall take place prior to approval of any Final Map.
- CC&R shall be revised to require "fire safe" construction methods for homes to include non-combustible roofs, enclosed eaves and decks, and a defensible space around all buildings in which all vegetation is removed or modified. No building permit shall be approved that does not incorporate such fire safe construction methods.
- The developer shall contribute \$5,000 per lot to an escrow fund to be used for the future construction of a fire substation on Lot A. This fund will be established and available prior to approval of any Final Map.

7.) Drainage Protection Measures: The developer shall install the following:

- The existing culvert underneath Whitney Portal Road shall be replaced with a single 36-inch culvert, including concrete headwalls and lined channel entrance, with culvert details to be provided on final maps.
- The proposed project drainage plan for the project shall maintain the existing parameters of the natural drainage pathways through the gullies/drainage areas. Building envelopes shall be specified, restricted, and located in areas away from drainage areas, and specified on Exhibit A of the CC&Rs. The plan shall include three Arizona Crossings where roadways traverse drainage pathways, rip rap or erosion protection where scour and erosion potential exists, headwalls above the culvert underneath Whitney Portal Road, and preservation of the parameters of the existing drainage pathways, allowing stormwater to flow along historic routes.

- The developer shall pay a \$10,000 impact fee to the Inyo County Roads Department to fund maintenance ("Maintenance & Enforcement Fund" established by the CC&Rs) to the Arizona Crossings. This fund shall be replenished through the CC&R Architectural Committee as needed.
 - All drainage protection areas shall be defined on the Tentative Tract Map, all Final Maps, and shall be included in the CC&Rs. No building or grading permits shall be issued for properties that conflict with these requirements.
 - CC&Rs shall require all driveways which cross existing drainage pathways shall be constructed at grade, and building and grading permits shall reflect these requirements. Lots having driveways that cross the central drainage pathway (Lots 13-15, 25, 26) shall have easements providing an emergency/secondary access route to those lots; no driveways shall cross the northwest drainage area, as alternate easement areas for driveways have been provided (Lots 6 & 9); driveways which cross the southern drainage area (Lots 19 & 20) shall not require emergency/secondary access routes, as the drainage area is considered inactive.
 - All lots are required to submit individual grading and drainage plans, to be reviewed and approved by the Inyo County Public Works Department prior to issuance of any building or grading permit.
 - All of the following permits shall be accompanied by submission of a Best Management Practices (BMP) plan: U.S. Army Corps of Engineers, State of California Regional Water Quality Control Board – Lahontan Region, California Department of Fish & Game, Inyo County Public Works Department.
 - Drainage and street plans shall be to the satisfaction of the Inyo County Public Works Department. Streets shall be offered in dedication to the County.
- 8.) Water Quality Protection Measures: the developer shall comply with the following water quality assurance measure requirements, as outlined by the Regional Quality Water Quality Control Board, Lahontan Region, prior to issuance of any grading or building permits:
- Application for a National Pollutant Discharge Elimination System (NPDES) permit shall be made, to include a Storm Water Pollution Prevention Plan (SWPPP).
 - Application for a 404 Water Quality Permit through the U.S. Army Corps of Engineers shall be made, to include 401 Water Quality Certification pursuant to the Clean Water Act.
 - Application for a 1601 Permit from the California Department of Fish and Game shall be made for any work done in the blueline stream/gully areas.
 - Submission of a Best Management Practices (BMP) Plan shall accompany all permit applications, to address on-site stormwater retention. All lots will require individual drainage and grading plans to insure on-site infiltration of stormwater; any waste drainage waters in excess of that which can be adequately retained on-site will be collected and treated, if necessary, before discharging from the project site.
- 9.) Air Quality Protection Measures: The developer shall comply with the following air quality assurance measures, as outlined by the Great Basin Air Quality Control Board, to be enforced by the Great Basin Air Quality Control Board and Inyo County Public Works staff:
- Lots shall not be graded and/or stripped of overlying brush until necessary for actual construction activities. Grading permits shall reflect this requirement.
 - All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering should occur at least twice daily with complete coverage.

- All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 25 miles per hour averaged over one hour). Grading permits shall reflect this requirement.
- Adjoining streets shall be washed or swept clean of tracked-out vehicle dirt.
- All material transported on-site or off-site shall be sufficiently watered or securely covered to prevent excessive amounts of dust.
- All trucks that are to haul excavated or graded material off-site shall comply with State Vehicle Code Section 23114.

10.) Noise Control Measures: The developer shall comply with the following noise abatement measures, which are required by the Inyo County General Plan of any construction equipment affecting sensitive receptors within 500 feet of the project site:

- Generators shall be enclosed.
- Proper mufflers shall be installed on all construction vehicles.
- Hours of operation restricted to the hours between 7:00 a.m. and 7:00 p.m.
- These measures shall be inspected in the course of permitting for grading and construction activities.

11.) Cultural Resources Measures: The developer shall comply with the following:

- Archival & documentary information search on the use of the site by the motion picture industry shall be completed to the satisfaction of the Inyo County Planning Department prior to approval of any Final Map.
- Developer shall have a more thorough field inventory of refuse deposits performed.
- Developer shall arrange to have construction crew staff trained to identify significant artifacts. If any such artifacts are disturbed, or if human remains are found, the Inyo County Planning Department staff shall be contacted and work shall cease until a qualified archaeologist and a local Native American monitor (if necessary) can be consulted.

12.) Requirement to Provide and Fund all Public Services and Facilities:

- The developer shall provide, contract for, or otherwise obtain all necessary public services and facilities for this subdivision. These services shall include, but are not limited to, applicable fire protection, electricity, telephone.

13.) Adjacent Lands:

- The developer shall install a horse trail connecting the subdivision (at the western end of Mt. Langley Lane) with existing BLM trails on adjacent BLM property to the west of the project site, as has been previously consulted and agreed upon with BLM staff persons. Installation of the horse trail shall be completed prior to approval of any final map that includes equestrian lots.
- CC&Rs shall include a provision requiring that all property adjacent to public lands shall be fenced. Fences shall be installed prior to issuance of any Certificate of Occupancy for buildings on such property.

14. Additional Conditions Imposed by the Planning Commissioners at the April 27, 2005 Hearing:

The project CC&Rs shall be amended to reflect:

- CC&R Building Materials Clause: "Earth tones" or natural colors shall be used in order that structures blend in with the site/landscape.

- CC&R Building Materials Clause: No reflective surfaces shall be allowed in construction materials.
- CC&R Storage Clause: All auto and/or recreational vehicle storage shall be roofed so as to screen their reflective surfaces.
- CC&R Landscaping Clause: All perimeter trees required by the CC&Rs are to be of a 15-gallon size.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, upon consideration of the written information and oral testimony received at said public hearings, including all materials presented to the County of Inyo Planning Commission, and based upon the entirety of the record, the Inyo County Board of Supervisors hereby:

1. Certifies that the subject Final Environmental Impact Report was prepared in compliance with CEQA, was presented to and considered by the Board, and reflects the independent judgment of the Board.
2. Designates the Inyo County Planning Department in Independence, California, as the custodian of the documents and other materials which constitute the record of the proceedings upon which this decision is based.
3. Adopts the Mitigation and Monitoring Plan (MMP), attached hereto (see Attachment A).
4. Approves Tentative Tract Map #239/Walters based on all of the information in the public record.

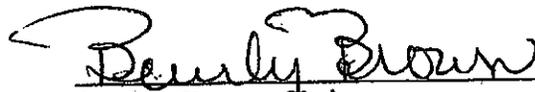
PASSED AND ADOPTED this 19th day of May, 2009, by the following vote of the Inyo County Board of Supervisors:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Gervantes

NOES: -0-

ABSTAIN: -0-

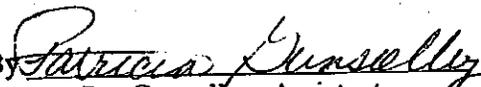
ABSENT: -0-



Beverly Brown, Chairperson
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By 
Pat Gunsolley, Assistant,

**Attachment A
to Resolution**

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
Project Impact 3.1 - #1 ("Visual Resources")	<u>Visual Resources Impact:</u> The proposed project will impact the visual resources of the project area by placing development within a previously undeveloped noted environmental area.	Significant	Significant: Although project CC&Rs reduce and mitigate the impacts to the extent possible, impacts to visual resources from subdivision development remain significant and unavoidable even after mitigation.	3.1 - #1 ("Visual Resources")	Subdivision CC&Rs shall require the following measures to mitigate visual impacts prior to any final map approval. No building or grading permits shall be issued that do not comply with these requirements: 1.) Setbacks: shall be limited to 175' for Lots 1&5; 200' for Lots 2 & 6; 225' for Lots 3 & 4; 275' for Lot 7; 300' for Lot 8; 350' for Lot 9. Others shall be 50' feet from common lot lines or road right of ways, with exceptions as noted on tract map. 2.) Height restrictions: shall be limited to 22' for Lots 1-9; 30' for all other lots.	Specified CC&Rs will exist as mitigation measures for the project and be recorded as Conditions of Approval for the project. Enforcement will be by the subdivision Architectural Committee. County and the public shall have the legal right to enforce the CC&Rs if necessary. 1.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project. b.) Measure is included in CC&Rs. c.) Annual compliance reporting by Architectural Committee, to Planning Department. 2.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project. b.) Measure is included in CC&Rs. c.) Annual compliance reporting by Architectural Committee, to Planning Department.

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					<p>3.) Lot development area restrictions shall range from 27% (non-equestrian) to 40% (equestrian). All structures on lots shall be contained within the specified development area.</p> <p>4.) Drainage & habitat preservation areas: no alteration of natural topography or vegetation shall be allowed in these areas, nor any structures or barriers with the exception of driveways constructed at grade.</p> <p>5.) Landscape requirements: all lots shall be landscaped within six months of occupancy; perimeter lots shall plant & maintain trees as specified in CC&Rs .</p> <p>6.) Lighting requirements: shall follow "dark skies" requirements, with lighting limited in</p>	<p>3.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) No grading or building permits] issued for noncomplying project. b.) Measure is included in CC&Rs. c.) Annual compliance reporting by Architectural Committee, to Planning Department. <p>4.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) No grading or building permits or Certificate of Occupancy issued for noncomplying project. b.) Measure is included in CC&Rs. c.) Annual compliance reporting by Architectural Committee, to Planning Department. <p>5.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) Measure is included in CC&Rs. b.) Annual compliance reporting by Architectural Committee, to Planning Department. <p>6.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) No Certificate of Occupancy issued for noncomplying

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					<p>number, duration, intensity; no lighting allowed on east side of Lots 1, 10, 19, or west side of Lots 9, 18, or 27.</p> <p>7.) Structure design issues: exterior materials shall consist of brick, rock, wood, and/or stucco, in natural colors; roofing materials shall be noncombustible tile, slate, non-reflective metal or composition; Window frames shall be wood clad, painted steel or anodized aluminum.</p> <p>8.) CC&Rs shall identify what provisions are conditions of approval for project, and give County authority to enforce those provisions.</p> <p>9.) No revisions of CC&R provisions that exist as conditions of approval shall be allowed; all such provisions shall be included in any subsequent CC&Rs.</p>	<p>project.</p> <p>b.) Measure is included in CC&Rs.</p> <p>c.) Annual compliance reporting by Architectural Committee, to Planning Department.</p> <p>7.) Mitigation measure is monitored/reported by:</p> <p>a.) No building permit issued for noncomplying project.</p> <p>b.) Measure is included in CC&Rs.</p> <p>c.) Annual compliance reporting by Architectural Committee, to Planning Department</p> <p>8.) Mitigation measure is monitored/reported by:</p> <p>a.) Final CC&Rs not approved until implemented.</p> <p>b.) Final Map not approved until implemented.</p> <p>9.) Mitigation measure is monitored/reported by:</p> <p>a.) Measure is included in CC&Rs.</p> <p>b.) Final Map not approved until implemented.</p>

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					10.) CC&Rs meeting County approval shall be developed prior to approval of any Final Maps.	10.) Mitigation measure is monitored/reported by: a.) Final CC&Rs not approved until implemented. b.) Final map not approved until implemented.
Project Impact 3.3 - #1 ("Storm-water Drainage")	<u>Stormwater Drainage Hazards Impact:</u> Water flow through the gullies can exceed 200 cfs, with resulting impacts to structures, roadways, or driveways located within, or too closely to, such drainage pathways.	Significant	Less than significant	3.3 - #1 ("Stormwater Drainage")	The following measures shall be required of the developer prior to any final map approval: 1.) Existing culvert underneath Whitney Portal Road shall be replaced with a 36-inch culvert. 2.) Drainage plan for the project shall maintain the existing parameters of the natural drainage pathways through the gullies/drainage areas. Building envelopes shall	Drainage plan will be implemented by permitting through the following agencies: <ul style="list-style-type: none"> • U.S. Army Corps of Engineers • California Department of Fish & Game • State of California, Regional Water Quality Control Board, Lahontan Region • Inyo County Public Works Department 1.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project. b.) Final Map not approved until implemented. 2.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project. b.) Measure is included in CC&Rs. c.) Final map not approved until implemented.

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					<p>be specified, restricted, and located in areas away from drainage areas, as specified in CC&Rs. Three Arizona Crossings shall be installed where roadways cross drainage areas; riprap installed where indicated for erosion protection; headways above the culvert.</p> <p>3.) Developer shall pay a \$10,000 impact fee to Inyo County Public Works to fund maintenance to Arizona Crossings and related drainage areas. This maintenance fund shall be replenished through CC&R Architectural Committee as needed.</p> <p>4.) All drainage protection areas shall be defined on Tentative Tract Map, all Final Maps, and CC&Rs.</p> <p>5.) CC&Rs shall require all driveways which cross existing drainage areas be</p>	<p>d.) Annual compliance reporting by Architectural Committee, to Planning Department.</p> <p>3.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) No grading or building permits issued for noncomplying project. b.) Final map not approved until implemented. c.) Annual compliance reporting by Architectural Committee, to Planning Department. <p>4.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) No building permits issued for noncomplying project. b.) Final map not approved until implemented. <p>5.) Mitigation measure is monitored/reported by:</p>

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					<p>constructed at grade. Lots whose driveways cross the central drainage pathway shall have easements providing an emergency/secondary access route to those lots.</p> <p>6.) All lots are required to submit individual grading & drainage plans.</p> <p>7.) All permits required for stormwater drainage related work shall be accompanied by a Best Management Practices Plan.</p> <p>8.) Drainage and street plans shall be to the satisfaction of the Inyo County Public Works Department.</p>	<p>a.) No building permits or Certificate of Occupancy issued for noncomplying project.</p> <p>b.) Final CC&Rs not approved until implemented.</p> <p>c.) Final map not approved until implemented.</p> <p>d.) Annual compliance reporting by Architectural Committee, to Planning Department.</p> <p>6.) Mitigation measure is monitored/reported by:</p> <p>a.) No grading or building permits issued for noncomplying project.</p> <p>7.) Mitigation measure is monitored/reported by:</p> <p>a.) No grading, Section 404, Streambed alteration, or Clean Water Act Section 401 permits issued for non-complying project.</p> <p>8.) Mitigation measure is monitored/reported by:</p> <p>a.) No grading or building permits issued for noncomplying project.</p> <p>b.) Final map not approved until implemented.</p>
Project Impact 3.3 - #2	<u>Fire Protection Hazard Impact:</u> The project site is located within a	Significant	Less than significant	3.3 - #2 (Fire	The following measures shall be required of the developer prior to any	The implementation/adoption of all fire protection mitigation measures noted are required prior to final map approval, and the following:

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
("Fire Protection")	"Very High Fire Zone," outside of the existing boundaries of the Lone Pine Fire Department.			Protection")	<p>final map approval:</p> <p>1.) Project site shall be annexed into the Lone Pine Fire District & the Lone Pine Community Services District, subject to LAFCO approval.</p> <p>2.) CC&Rs shall require a 3,500 gallon storage tank for each home.</p> <p>3.) CC&Rs shall require dedication of Lot A for use as a future fire substation, with installation of electricity, pump, & 20,000 gallon water storage tank for subdivision use. Ownership of Lot A shall be transferred to the Lone Pine Fire District.</p> <p>4.) CC&Rs shall require "fire safe" construction methods for homes to include noncombustible roofs, enclosed eaves & decks, & a defensible space around all buildings in which vegetation is</p>	<p>1.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project.</p> <p>2.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project. b.) Annual compliance reporting by Architectural Committee, to Planning Department.</p> <p>3.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project.</p> <p>4.) Mitigation measure is monitored/reported by: a.) No grading or building permits or Certificate of Occupancy issued for noncomplying project. b.) Annual compliance reporting by Architectural Committee, to Planning Department.</p>

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					removed or modified. 5.) Developer shall contribute \$5,000 per lot to an escrow fund which shall be used for the future construction of a fire substation on Lot A.	5.) Mitigation measure is monitored/reported by: a.) Measure is included in CC&Rs. b.) Annual compliance reporting by Architectural Committee, to Planning Department
Project Impact 3.9 - #1 ("Cultural Resources")	<u>Cultural/Historical Resources Impact:</u> Refuse sites from movie crews filming in the Alabama Hills area 1920s-1960s) exist on the project site. Items within these sites may be historically significant, and would be lost/destroyed with the development of the site.	Significant	Less than significant	3.9 - #1 ("Cultural Resources")	The following mitigation measures shall be required of the developer prior to any final map approval: 1.) Archival & documentary information search on the use of the site by the motion picture industry shall be completed to the satisfaction of the Inyo Co. Planning Dept. 2.) A more thorough field inventory of refuse deposits shall be performed by the developer. 3.) Construction crew staff shall be trained to identify significant artifacts. If any such	The Inyo County Planning Department will confirm completion of the required mitigation measures. Grading and building permits shall not be issued until mitigation measures have been completed. 1.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project. 2.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project. 3.) Mitigation measure is monitored/reported by a.) No grading or building permits issued for noncomplying project.

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					artifacts are disturbed, or if human remains are found, the Inyo County Planning Department staff shall be contacted and work shall cease until a qualified archaeologist and a local Native American monitor (if necessary) can be consulted.	project.
Project Impact 3.12 - #1 ("Construction Noise")	<u>Construction Noise Impact:</u> noise levels may exceed noise standards during construction activities.	Significant	Less than significant	3.12 - #1 ("Construction Noise")	<p>The following measures shall be required of the applicant if excessive construction noise effects sensitive receptors located within 500 feet of the project site:</p> <ol style="list-style-type: none"> 1.) Generators shall be enclosed. 2.) Proper mufflers shall be installed on construction vehicles. 3.) Hours of operation shall be restricted to between 7:00 a.m. and 7:00 p.m. 4.) These measures shall be inspected in the course 	<p>Mitigation measures will be implemented as part of the grading and building permitting process:</p> <ol style="list-style-type: none"> 1.) Mitigation measure is monitored/reported by: <ol style="list-style-type: none"> a.) No grading or building permits issued for noncomplying project. 2.) Mitigation measure is monitored/reported by: <ol style="list-style-type: none"> a.) No grading or building permits issued for noncomplying project. 3.) Mitigation measure is monitored/reported by: <ol style="list-style-type: none"> a.) No grading or building permits issued for noncomplying project. 4.) Mitigation measure is monitored/reported by: <ol style="list-style-type: none"> a.) No grading or building permits

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
Condition of Approval #8	Water Quality Protection				<p>of permitting for grading or construction.</p> <p>1.) Application for a National Pollutant Discharge Elimination System (NPDES) permit shall be made, to include a Storm Water Pollution Prevention Plan (SWPPP).</p> <p>2.) Application for a 404 Water Quality Permit through U.S. Army Corps of Engineers shall be made, to include 401 Water Quality Certification pursuant to the Clean Water Act.</p> <p>3.) Application for a 1601 Permit from the California Department of Fish & Game shall be made for any work done in the blue-line stream/gully area.</p> <p>4.) Submission of Best Management Practices (BMP) Plan shall accompany all permit applications, to address on-site stormwater retention. All lots will require individual</p>	<p>issued for noncomplying project.</p> <p>1.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued until for noncomplying project.</p> <p>2.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project.</p> <p>3.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project.</p> <p>4.) Mitigation measure is monitored/reported by: a.) No grading or building permits issued for noncomplying project.</p>

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					drainage and grading plans to insure on-site infiltration of stormwater; any waste discharge waters in excess of that which can be adequately retained on-site will be collected and treated, if necessary, before discharging from the project site.	
Condition of Approval #9	Air Quality Protection				<p>1.) Lots shall not be graded and/or stripped of overlying brush until necessary for actual construction activities. Grading permits shall reflect this requirement.</p> <p>2.) All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering should occur at least twice daily, with complete coverage.</p> <p>3.) All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 25 miles per hour averaged</p>	<p>1.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) No grading or building permits issued for noncomplying project. b.) Measure is included in CC&Rs. c.) Annual compliance reporting by Architectural Committee, to Planning Department. <p>2.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) Grading permits pulled and/or no building permits issued for noncomplying project. <p>3.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) Grading permits pulled and/or no building permits issued for noncomplying project.

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					<p>over one hour). Grading permits shall reflect this requirement.</p> <p>4.) Adjoining streets shall be washed or swept clean of tracked-out vehicle dirt.</p> <p>5.) All material transported on-site or off-site shall be sufficiently watered or securely covered to prevent excessive amounts of dust.</p> <p>6.) All trucks that are to haul excavated or graded material off-site shall comply with State Vehicle Code Section 23114.</p>	<p>4.) Mitigation measure is monitored/reporte by:</p> <p>a.) Grading permits pulled and/or no building permits issued for noncomplying project.</p> <p>5.) Mitigation measure is monitored/reported by:</p> <p>a.) Grading permits pulled and/or no building permits issued for nonconforming project.</p> <p>6.) Mitigation measure is monitored/reported by:</p> <p>a.) Grading permits pulled and/or no building permits issued for noncomplying project.</p>
Condition of Approval #12	Public Services & Facilities				<p>1.) The developer shall provide, contract for, or otherwise obtain all necessary public services and facilities for this subdivision. These services shall include, but are not limited to, applicable fire protection, electricity, telephone, cable television.</p>	<p>1.) Mitigation measure is monitored/reported by:</p> <p>a.) No grading or building permits issued for noncomplying project.</p> <p>b.) Final map not approved until implemented.</p>
Condition of	Adjacent Lands				1.) The developer	1.) Mitigation measure is monitored/reported by:

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
Approval #13	Mitigation				<p>shall install a horse trail connecting the subdivision (at the western end of Mt. Langley Lane) with existing BLM trails on adjacent BLM property to the west of the project site, as has been previously consulted and agreed upon with BLM. Installation of the horse trail shall be completed prior to approval of any final map that includes equestrian lots.</p> <p>2.) CC&Rs shall include a provision requiring that all property adjacent to public lands shall be fenced. Fences shall be installed prior to issuance of any Certificate of Occupancy for buildings on such property.</p>	<p>a.) Final map not approved until implemented.</p> <p>2.) Mitigation measure is monitored/reported by: a.) No Certificate of Occupancy issued for noncomplying project.</p>
Condition of Approval #14	Added Conditions of Approval, Per Inyo County Planning Commission				<p>f.) CC&R Building Materials Clause: require that "earth tones" or natural colors shall be used in order that structures blend in with the site/landscape.</p>	<p>1.) Mitigation measure is monitored/reported by: a.) Measure is included in CC&Rs. b.) Final CC&Rs not approved until implemented. c.) No Certificate of Occupancy issued for noncomplying project.</p>

MITIGATION MONITORING & REPORTING PLAN

EIR Impact Number	Description Of Impact	Significance Before Mitigation	Significance After Mitigation	Mitigation Number	Description of Mitigation Measure	Monitoring & Reporting
					<p>2.) CC&R Building Materials Clause: require that no reflective surfaces shall be allowed in construction materials.</p> <p>3.) CC&R Storage Clause: require that all auto and/or recreation vehicle storage shall be roofed so as to screen their reflective surfaces.</p> <p>4.) CC&R Landscaping Clause: require that all perimeter trees required by the CC&Rs are to be of a 15-gallon size.</p> <p>5.) CC&Rs Setback Clause: shall note that the setbacks from the centerline of Whitney Portal Road noted for Lots 1-9 are measured from the centerline of Whitney Portal Road, and not measured from the property boundaries, as is the typical/required point of measurement under County Code.</p>	<p>2.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) Measure is included in CC&Rs. b.) Final CC&Rs not approved until implemented. c.) No Certificate of Occupancy issued for noncomplying project. <p>3.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) Measure is included in CC&Rs. b.) Final CC&Rs not approved until implemented. c.) Annual compliance reporting by Architectural Committee, to Planning Department. <p>4.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) Measure is included in CC&Rs. b.) Final CC&Rs not approved until implemented. c.) Annual compliance reporting by Architectural Committee, to Planning Department. <p>5.) Mitigation measure is monitored/reported by:</p> <ul style="list-style-type: none"> a.) Measure is included in CC&Rs. b.) Final CC&Rs not approved until implemented. c.) No Building permits issued for noncomplying project.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF Sept. 3, 2013

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF September 3, 2013

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 24
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: September 3, 2013

SUBJECT: Approval of Agreement for Public Defender Services

DEPARTMENTAL RECOMMENDATION:

Recommend Board approve Agreement Between County of Inyo And Paul DeQuattro For The Provision Of Professional Services As A Public Defender for the period September 3, 2013, through August 31, 2016, in an amount not to exceed \$135,000 pending appropriate signatures and adoption of future County Budgets and authorize the Chair to sign.

SUMMARY DISCUSSION:

The County is required to provide Public Defender services for the indigent, and currently does so through independent contracts with qualified attorneys. If the County fails to provide adequate Public Defender services, or conflicts exist between the County's Contract Public Defenders, the Court may appoint other attorneys ("Non-Contract" or "Out-of-Contract" Public Defenders) to provide indigent legal services. Attorneys appointed by the Court as Out-of-Contract Public Defenders are entitled to charge the County at a rate set without input or control by the County.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divide Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. For example, one contractor might have primary responsibility for felony appointments (first priority), misdemeanors – North County (second priority), misdemeanors – South County (third priority) with secondary obligations for all other conflict matters including dependency, delinquency, mental health, and child support cases, as well as advocating for patients' rights. In this manner, the County is able to ensure reasonable coverage for legal representation that the County is required to provide before the various courts for qualified indigent persons. Working with County Counsel, the public defender contracts and associated scopes of work for the agreements have been revised and tightened-up to clarify primary and secondary responsibilities, and provide the Court's with greater flexibility in addressing potential conflicts help defray out-of-contract payment orders.

In recent years, when qualified and willing candidates have been identified, the County has contracted for a fifth, part-time public defender. This has provided the Court with greater flexibility in assigning cases among the contract attorneys and is perceived to limit the number of out-of-contract appointments by the Courts. However, because the fifth, part-time public defender contract pays substantially less than the other public defender contracts, this contract has proven the most difficult to fill.

Mr. DeQuattro has agreed to accept the part-time contract to provide conflict coverage for legal services juvenile dependency and juvenile delinquency cases, minors and/or parent in dependency writ cases, as well as misdemeanor appeal cases. He has over 20-years of experience providing this type of legal representation, including a previous tenure as a contract public defender for the County. In addition to providing additional coverage and hopefully reducing out-of-contract appointments by the Court, adding the fifth, part-time public defender for juvenile dependency legal services will reduce coverage conflicts and maximize the County's ability to maximize reimbursements and limit costs under the terms of the Memorandum of Understanding between the County and Superior Court as it pertains to the County's provision of juvenile dependency legal services on behalf of the Court.

ALTERNATIVES:

Your Board could choose not to approve the contract, however, this is not advised – the contracts are fair and will satisfy to the County's obligation to provide indigent legal services more efficiently and cost-effectively than paying for out-of-contract legal services.

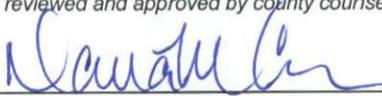
OTHER AGENCY INVOLVEMENT:

County Counsel.

FINANCING:

The contract is for \$45,000 a year for three (3) years. Funding for the contract exists in the Fiscal Year 2013-2014 Preliminary County Budget, and in the outlying years the contracts are contingent on approval of future County 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>8/27/13</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>8/29/13</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: 08-26-2013

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAUL DeQUATTRO
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") requires professional services for the purpose of providing legal representation before the various courts, for certain qualified indigent persons who fall within any of the following classifications:

1. Criminal defendants brought before the Superior Courts of Inyo County on felony charges (hereinafter referred to as "Felony cases") except those cases where the result may be a sentence of life without parole;
2. Criminal defendants brought before the Superior Courts of Inyo County on misdemeanor charges (hereinafter referred to as "Misdemeanor cases");
3. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 (hereinafter referred to as "Delinquency cases");
4. Minors and/or parents brought before the Superior Court of Inyo County and/or appropriate Courts of Appeal for proceedings under Welfare and Institutions Code section 300 (hereinafter referred to as "Dependency cases");
5. Persons ordered to show cause before the Superior Court of Inyo County re contempt for alleged failure to pay child support or before said court in proceedings to establish paternity and support (hereinafter referred to as "Child Support cases");
6. Persons involuntarily detained by Inyo County for treatment and evaluation pursuant to sections 5150 and 5170 of the Welfare and Institutions Code, or for prolonged subsequent detention pursuant to Welfare and Institutions Code sections 5250, 5260, 5300, 5304 or 6500; or proposed L.P.S Conservatees and L.P.S. Conservatees brought before the Inyo County Superior Court and/or appropriate Courts of Appeal pursuant to sections 5350 or 5352.1 of the Welfare and Institutions Code; or persons brought before the Inyo County Superior Court and/or appropriate Courts of Appeal for post adjudication of criminal mental health status proceeding under Penal Code 1026 et. seq.; Children in proceedings to declare child free from parental custody and control (Family Code section 7861); or indigent parents in proceedings to declare child free from parental custody and control (Family Code section 7860); or indigent non-custodial parents in proceedings to terminate the parent's rights for willful failure to communicate and support (Family Code section 7860); or conservatees, proposed conservatees, or persons alleged to lack legal capacity or unable to retain legal counsel and requesting the appointment of counsel in proceedings to establish a conservatorship or appoint a proposed conservator, terminate conservatorship, remove the conservator, or obtain an order authorizing removal of a temporary conservatee from the temporary conservatee's place of residence (Probate Code section 1471), [hereinafter all referred to as "Mental Health cases"];
7. Patients for whom the Contractor is appointed the patient's rights advocate pursuant to Welfare and Institutions Code Section 5520, by the Inyo County Mental Health Director (hereinafter referred to as "Patient Rights Advocate Cases");

8. Persons brought before the Inyo County Superior Court for determinations and commitments under Welfare and Institutions Code Section 6600 et seq. (hereinafter referred to as "Sexually Violent Predator cases");
9. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County (hereinafter referred to as "Misdemeanor Appeal cases");
10. Persons requiring Public Defender representation under the provisions of AB 109; and
11. Any other persons for whom the County is statutorily required to fund Public Defender services.

WHEREAS, the County has by contract divided performance of the required professional services described above between independent contractors engaged to perform public defender services for the County. The purpose of said contracts for public defender services is to provide competent and effective legal representation to qualified indigent persons appearing before the various courts and to minimize the expenditure of County funds for the payment of private attorneys appearing as public defenders, pro tempore, in cases where the other contract public defenders are unable to appear due to attorney-client and/or time conflicts of interest.

WHEREAS, the County has the need for Paul DeQuattro of Bishop, CA (hereinafter referred to as "Contractor") to provide professional legal services as a Public Defender for Inyo County (North and South).

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the County and Contractor agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, all of those services and work set forth in the Scope of Work, Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the judges of the Superior Court of Inyo County. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, as to the level or amount of services or work which will be requested or required of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to compensate Contractor, over and above that provided for in this Agreement, for the performance of any services or work required to be performed by Contractor under this Agreement.

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

2. TERM.

The term of this Agreement is for the period from September 3, 2013 through August 31, 2016.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees, Attachment B, attached hereto and by reference incorporated herein, for the performance of the services and work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed travel expenses or per diem for any in-county travel performed by Contractor in providing services and work under this Agreement. County shall reimburse Contractor for Court authorized out-of-county travel expenses and per diem which Contractor incurs in providing work and services under this Agreement. Contractor shall on a case by case basis, and prior to incurring any out-of-County travel expenses or per diem, receive written authorization for Contractor to travel out-of-county on the case from the assigned judge. Properly authorized out-of-county travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for out-of-county travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by Contractor without the prior authorization of the assigned judge.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees, Attachment B, for those incidental expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work under this Agreement. Reimbursement by County for such incidental expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

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

E. Limit upon amount payable under Agreement. The total sum of all compensation payments made by the County to Contractor under this Agreement, including incidental, travel and per diem expenses, if any, shall not exceed \$ 135,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement to Contractor which is in excess of the contract limit.

F. Billing and payment. County shall pay to Contractor the monthly payments set forth in the Schedule of Fees, Attachment B, without any billing or statement from Contractor. Within 30 days of Contractor incurring any authorized incidental, travel, or per diem expenses, Contractor shall submit a statement to the County. The statement will itemize each incidental, travel, or per diem expense and identify the date and case in which the expense was incurred. The statement will include a conformed copy of the court authorization for travel and/or incidental expenses and receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. County will make payment to Contractor for all authorized reimbursable expenses for which a statement is properly submitted, within 30 days of the County's receipt of such statement.

G. Federal and State taxes.

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

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

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with the courts of Inyo County, other Inyo County Contract Public Defenders, other counsel, and parties, as necessary, to insure that all services and work under this Agreement will be performed in a timely manner.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's license, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. COUNTY PROVIDED SERVICES AND SUPPLIES.

County will provide Contractor with those services and supplies which are specifically identified in the Schedule of County Provided Services and Supplies, Attachment C, attached hereto and by reference incorporated herein. County incurs no obligation or requirement to reimburse or compensate Contractor if he/she for any reason either does not use the County provided services and supplies, or procures similar services and supplies from other sources.

7. COUNTY PROPERTY.

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

8. PRODUCTS OF CONTRACTOR'S WORK AND SERVICES.

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Except for the County Provided Services and Supplies provided for in Section 6 above, Contractor shall provide all such office space, supplies, equipment, vehicles, reference materials and books, postage, letterhead, stationery, secretarial services, receptionist services, legal assistant services, telephone services, duplicating services, and case storage facilities as are necessary to provide the work and services required of Contractor by this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees, Attachment B, County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items or services. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items or services not specifically set forth in the Schedule of Fees (Attachment B) as Incidental Expenses, is the sole responsibility and obligation of Contractor.

10. WORKERS' COMPENSATION.

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

11. INSURANCE.

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

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

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

1. General Liability (including operations, products and completed operations as applicable): \$100,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$300,000.00 per accident for bodily injury and property damage.

3. Employer's Liability: \$500,000.00 per accident for bodily injury or disease.

4. Errors and Omissions Liability: \$500,000.00 per occurrence.

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

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

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

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

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those

endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

12. STATUS OF CONTRACTOR.

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

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

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

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

13. DEFENSE AND INDEMNIFICATION.

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

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

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

14. RECORDS AND AUDIT.

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

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

C. Workload Data. Contractor shall promptly provide to County any and all workload or case data, which is not otherwise legally privileged information upon the written request of either the County Administrator or the County Board of Supervisors.

15. NONDISCRIMINATION.

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

16. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to cancel to County.

17. TERMINATION OF THIS AGREEMENT.

Upon the termination of this Agreement or any extension thereof, County shall pay Contractor such compensation due, if any, prorated to the date of termination; and Contractor shall deliver all active and inactive case files to the person or office as the County Administrator shall designate in writing.

18. TERMINATION OF PREVIOUS AGREEMENT.

Contractor agrees that upon the execution of this Agreement by the parties hereto, any prior written Agreement for the provision of professional services as a Public Defender for the County of Inyo shall be terminated, and the consideration for the continued representation of clients in the courts of the County of Inyo shall be subject to the terms and conditions of this Agreement as of the effective date of this Agreement. It is further understood between the parties hereto that there are no oral agreements or representations between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, and none thereof shall be used to interpret or construe this Agreement.

19. ASSIGNMENT.

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

20. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

21. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-eight (29) below.

22. CONFIDENTIALITY.

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

23. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Agreement. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Agreement. Additionally, Contractor, during the term of this Agreement agrees not to advise or represent any person, corporation or entity with a claim or cause of action against the County of Inyo, its officers, agents, or employees.

24. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

25. SEVERABILITY.

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

26. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-eight (29) (Amendment).

27. ATTORNEY'S FEES.

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

28. RENEGOTIATION.

Either the County or the Contractor may, upon sixty (60) days written notice, initiate renegotiation of the Scope of Work (Attachment A) and Schedule of Fees (Attachment B). If as a result of renegotiations, both parties agree to modify the Scope of Work and Schedule of Fees, such modification must comply with the requirements of paragraph twenty-nine (29) (Amendment).

29. 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.

30. NOTICE.

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

COUNTY OF INYO:

County Administrator
224 North Edwards
P.O. Drawer N
Independence, CA 93526

Department
Address
City and State

CONTRACTOR:

Paul DeQuattro

Name
Address
City and State

31. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND PAUL DeQUATTRO
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: September 3, 2013

THROUGH: AUGUST 31, 2016

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Print Name

Dated: _____

Signature

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

dg/Contracts/PublicDefender/PartTimeDeQuattro.082713

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAUL DeQUATTRO
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: September 3, 2013

THROUGH: AUGUST 31, 2016

SCOPE OF WORK:

Appointments at the discretion of the Superior Court, upon a declaration of conflict or for any reason, to represent the following persons:

1. Minors brought before the Juvenile Court of Inyo County for proceedings under Welfare and Institutions Code Sections 601 and 602 ("Delinquency cases");
2. Minors and/or parents brought before the Superior Court of Inyo County for proceedings under Welfare and Institutions Code section 300 ("Dependency cases");
3. Minors and/or parents before the Superior Court in Dependency cases who require representation for purposes of a mandatory writ to the Court of Appeals ("Dependency writ cases"); and,
4. Persons taking misdemeanor criminal appeals from the Inyo County Superior Court to the Appellate Division of the Superior Court of Inyo County ("Misdemeanor appeal cases").

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAUL DeQUATTRO
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: September 3, 2013

THROUGH: AUGUST 31, 2016

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor on or before the first (1st) day of each month during the term of the Agreement, the amount set forth below as full and complete compensation for Contractor's performance of all of the work and services required to be performed during that month by Contractor:

From September 3, 2013 through August 31, 2016: \$45,000.00 Annual; \$3,750.00/mo.

2. TIME CONFLICT LIMITATION AND COMPENSATION:

A. In addition to the compensation set out in section 1 above, if Contractor is required to provide coverage for time conflict cases for which another Contract Public Defender is primarily responsible, but for whatever reason the duties of such other Contract Public Defender have not been performed or provided for more than thirty (30) consecutive calendar days, the Contractor is entitled to the rate of \$75.00 per hour for those time conflict cases.

B. Any requests for compensation under this section shall be submitted monthly to the County Administrative Officer for review and payment. The request shall include the case name and number, the hours worked, a brief description of services provided, the Contract Public Defender or former Contract Public Defender subject to the time conflict, and any other information requested by the County. Contractor shall be paid within 30 days of receipt of the request for payment.

2. INCIDENTAL EXPENSES:

A. County will reimburse Contractor in accordance with the provision of Sections 3C and 3F of this Agreement, for the actual cost of authorized professional services required to provide an adequate and competent defense and representation of a person which Contractor is required by this Agreement to represent. Professional services shall include, but not be limited to, investigators, photographers, accident reconstruction experts, chemists, criminalists, psychologists, psychiatrists, physicians, and other legal counsel with specialized expertise. Contractor shall on a case by case basis, and prior to incurring any expense for professional services, received written authorization for Contractor to engage the providers of specific professional services from the Judge assigned to the case. Such authorization shall specifically approve engaging each provider of professional services as well as the amount of any fees, costs, and other expenses for such services. County reserves the right to deny reimbursement to Contractor for the expenses of professional services which are either in excess of Contractor's actual costs, or the amount

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAUL DeQUATTRO
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: September 3, 2013

THROUGH: AUGUST 31, 2016

SCHEDULE OF FEES:

authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge.

B. County will reimburse Contractor in accordance with the provisions of Section 3C. and 3F. of this Agreement, for the actual cost of authorized document photocopying which is in excess of 5,000 pages in any single case, and which is required to provide an adequate and competent defense and representation of a person whom Contractor is required by this Agreement to represent. Contractor shall on a case by case basis, and prior to incurring any expense for reimbursable photocopying, provide documentation to the County that Contractor has at his/her own expense made 5,000 copies of documents in a single case, and received written authorization for Contractor to incur reimbursable photocopying expenses from the Judge assigned to the case. Such authorization shall specifically approve incurring expenses for photocopies in excess of 5,000 pages, shall set forth the number of additional pages authorized to be copied, and the authorized cost of such copying. County reserves the right to deny reimbursement to Contractor for copying expenses which are in excess of Contractor's actual costs, or the amount authorized by the Judge, or which were incurred by Contractor without the prior authorization of the assigned Judge, or which were incurred by the Contractor in making the first 5,000 photocopy pages in any single case.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PAUL DeQUATTRO
FOR THE PROVISION OF PROFESSIONAL SERVICES AS A PUBLIC DEFENDER**

TERM:

FROM: September 3, 2013

THROUGH: AUGUST 31, 2016

SCHEDULE OF COUNTY PROVIDED SERVICES AND SUPPLIES:

1. County will set up a Centrix phone line in Contractor's office for Contractor's use in providing the services and work required under this Agreement. County will pay the reasonable cost of installing this phone line in Contractor's Office. However, Contractor will pay the monthly cost of this phone line plus the cost of any calls or other services billed to this line.
2. County will provide Contractor with reasonable access to County's copying facilities for duplicating documents, and FAX facilities for transmitting documents necessary to perform the work and services required under this Agreement. Contractor will promptly pay to County the County's actual cost of providing such copying and FAX services and facilities to Contractor.
3. County will provide to Contractor confidential storage for closed case files.
4. If Contractor is eligible for group health insurance coverage under the County's group health insurance plan or program, Contractor will have the option to purchase group health insurance coverage under such plan or program at Contractor's sole and entire cost, and at no cost or obligation to the County.



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: 1:30 p.m. Closed Session Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: September 3, 2013

SUBJECT: Filling Unexpired Term for Office of District Attorney

DEPARTMENTAL RECOMMENDATION:

Request your Board consider letters of interest and resumes received from individuals seeking appointment to the position of District Attorney, and make appointment to the Office for the unexpired term ending January, 2015.

SUMMARY DISCUSSION:

On August 6, 2013, your Board considered options for filling the vacancy created by the resignation of the District Attorney, Art Maillet. Your Board directed that the County solicit letters of interest and resumes from qualified individuals who wished to be considered for appointment to the Office of District Attorney by August 26, 2013. Staff prepared the attached press release which was distributed to all local media outlets, and a similar advertisement was placed in the Inyo Register.

Persons submitting letters of interest for the position by the Monday, August 26th deadline include:

- Thomas L. Hardy
- Joel Samuels
- Jeffrey N. Greenburg

Their letters of interest, resumes, and any other submittals are attached.

It is recommended that your Board proceed with the selection process discussed on May 7th for the Auditor-Controller appointment:

- i. Take Public Comment on the Matter;
- ii. Invite aspirants to make a presentation to your Board and the public, no longer than five minutes in length, in which they will describe the role and responsibilities of the District Attorney as they understand them, and describe why they are best qualified for the office;
- iii. Consider questions that will be distributed just prior to today's agenda item, and ask them of aspirants as deemed appropriate or necessary;
- iv. Take public comment; and,
- v. Consider making an appointment to the unexpired term for the Office of District Attorney ending January, 2015.

As a reminder, the qualifications for the Office of District Attorney, as required by State Statute, are:

1. The candidate is admitted to the practice of law in the Supreme Court of California. (Government Code Section 24002);
2. The candidate is a registered voter in Inyo County at the time of appointment. (Government Code Section 24001). This qualification may be waived by your Board.

ALTERNATIVES:

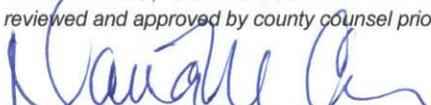
Your Board's alternatives with respect to filling the unexpired term for District Attorney are the same as outlined for the Auditor-Controller in the presentation made on April 16th and discussed on August 6th, and attached here. While your Board could pursue any of the alternatives outlined in the presentation, doing so is not recommended. There is need to provide stability and structure in the office until a new District Attorney is elected and takes office.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is sufficient funding in the approved County Budget to pay the District Attorney's current salary as established by your Board. Your Board may wish to change the salary for the office while it is vacant, or before prospective candidates pull their papers.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>Yes</u> Date <u>8/28/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>08-28-2013</u>

DEPARTMENT HEAD SIGNATURE:  Date: 08-28-2013
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



BOARD OF SUPERVISORS COUNTY OF INYO

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

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

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

FOR IMMEDIATE RELEASE

August 6, 2013

FOR MORE INFORMATION CONTACT

Inyo County Personnel
(760) 878-0337

Inyo County Board of Supervisors Seeks Letters of Interest For Appointment to Office of District Attorney

The Inyo County Board of Supervisors is accepting Letters of Interest, with accompanying resume, for appointment to the office of Inyo County District Attorney. In order to be considered for appointment to this elected position with a term ending January 5, 2015, candidates must be or have the ability to become Inyo County Residents and must meet the following criteria:

1. The candidate is admitted to the practice of law in the Supreme Court of California (Gov. Code §24002)
2. The candidate is a registered voter in Inyo County at the time of appointment (Gov. Code §24001) This qualification may be waived by your Board.

The salary for the position of District Attorney is set by Inyo County Code at the rate of \$10,101 (plus additional 10% for premium pay) per month, and the position is entitled to benefits as provided to other County Elected Officers, which include retirement, health, vision, and dental insurance. The Board of Supervisors may change the salary for the position in accordance with state law.

In order to be considered for this position, the letters of interest, with accompanying resumes, must be in the Inyo County Personnel Department, P. O. Box 249, Independence, 93526, FAX (760) 878-0465, or hand deliver at 224 N. Edwards in Independence on or before 5:00 p.m., Monday, August 26, 2013.

Public interviews will be scheduled during the Board of Supervisors Meeting on Tuesday, September 3, 2013. All individuals submitting letters of interest who meet the minimum qualifications will be interviewed. The Board of Supervisors may appoint an individual to the office directly following the interviews or at a subsequent meeting.

It is important for any qualified person considering seeking appointment to the position of District Attorney to realize that, in order to continue in the position beyond the January 5, 2015 date, you will have to be elected to the position. For more information regarding the election process and filing deadlines, please contact Ms. Kammi Foote, Inyo County Clerk-Recorder at (760) 878-0220, or via email at mhartshorn@inyocounty.us.

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RECEIVED
AUG 12 2013
STEPHEN M. PLACE
THOMAS L. HARDY
INYO COUNTY PERSONNEL
104 South Main Street, Suite 201
Bishop, California 93514
phone: 760.873.8711
fax: 760.873.8787
www.hardyplace.com

August 11, 2013

Ms. Linda Arcularius, Chairperson
Board of Supervisors, County of Inyo
Post Office Drawer N
Independence, CA 93526

RE: Letter of Interest, Inyo County District Attorney

Dear Ms. Arcularius:

Please accept this as my letter of interest in the position of Inyo County District Attorney. My resume is enclosed. I am a resident of Inyo County and an active member of the State Bar of California.

I have worked with or in the Inyo County District Attorney's office virtually all of my professional career. I was honored to serve as the Assistant District Attorney from mid-1997 to 2002, and then returned as a Deputy District Attorney from 2004 to mid-2006. As a contract Public Defender during the late 1980s through the 1990s, and in my current private practice, I have worked closely with the office and have extensive experience in criminal law practice.

When I last left the District Attorney's office in 2006 I did not think that I would seek to return again. Private practice is very attractive for a number of reasons, not the least of which is the opportunity to work in many varied areas of law. However, since leaving, I have become more and more concerned with the operations of the office and I have been saddened to see the office lose much of the respect that it once enjoyed. From my perspective "on the outside", the District Attorney's relationships with local law enforcement and the court appear to be, at best, strained, and its reputation in the community is probably at an all-time low. The primary reason that I am coming forward for consideration for the position is because of the large number of people, ranging from private citizens to active members of the criminal justice team, who have asked me to.

If selected, my initial efforts would be directed toward rebuilding the District Attorney's relationship with all of the partners in the criminal justice system, including law enforcement agencies, the court, the Probation Department and the criminal defense bar. The District Attorney is the chief law enforcement officer in the County, and his or her first duty is to protect the public—but that can only happen in cooperation with the other agencies and individuals who work in the system. Cooperation does not mean acquiescing to the positions of other entities, but

Ms. Linda Arcularius

August 11, 2013

Page 2

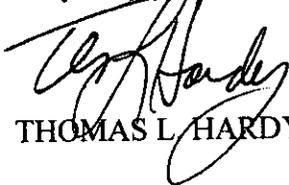
it does mean maintaining open, forthright communications with others, and a respect for the perspective, opinions, and needs of others. My relationships with members of the criminal justice team have always enjoyed a cooperative spirit, and I am certain that such would continue if I am chosen to serve as District Attorney.

While rebuilding the District Attorney's relationships with its partners in the justice system, the public's trust in the office must also be restored. That task will require re-establishing relationships with local news and media outlets and developing other ways of communicating with the citizens of Inyo County. District Attorneys must make many difficult and occasionally unpopular decisions, but to the extent allowed by law, the public deserves to know why those decisions are being made. I am committed to rebuilding the transparency and trust that any public office must maintain.

Finally, for this letter, I understand that local government is in an era where resources are limited—even resources for public safety. Being the chief law enforcement officer in the County requires an understanding that every decision made regarding prosecutions impacts expenditures not only in the District Attorney's office, but also in other agency and court budgets. Public safety is paramount, but all of California has entered a time when public safety is best served by becoming "smart on crime" and I will make sure that the resources of the County and other local governments are used in the most efficient ways to promote the overall safety of our citizens.

From my perspective, and the perspective of many others, it is time for change in the District Attorney's office, and I would appreciate the opportunity to bring those changes. I believe that I have the experience and the skills to make the District Attorney's office once again one of the most respected departments of county government. I appreciate your consideration, and look forward to speaking with you more about the position.

Very truly yours,



THOMAS L. HARDY

enc.

THOMAS L. HARDY
ATTORNEY AT LAW
106 SOUTH MAIN STREET, SUITE 201
BISHOP, CALIFORNIA
(760) 873-8711
tom@hardyplace.com

Education:

1987, **Juris Doctor, University of California, Los Angeles, School of Law.** Elected to membership in the Order of the Coif, the national legal honor society. American Jurisprudence Prizes in Business Associations and Criminal Procedure. Member of the Moot Court Honors Program.

1983, **Bachelor of Arts, magna cum laude, Claremont McKenna College,** Claremont, California. Honors awarded in Political Science, emphasizing Public Affairs. Significant additional coursework in economics, statistics, management, history and literature.

Legal and Managerial Experience:

July, 2006 –present. Partner in the law firm of **Hardy & Place**, a general practice law firm emphasizing criminal defense, business, estate planning, probate and real property matters.

June 2004–June, 2006. **Deputy District Attorney,** Inyo County, California. General assignment courtroom Deputy District Attorney. Handled all phases of criminal litigation in cases ranging from infractions to major felonies.

1997–July 2002. **Assistant District Attorney,** Inyo County, California. Chief Assistant to the elected District Attorney of Inyo County, California. Supervised Bishop Criminal Division and was responsible for case assignment to Deputy District Attorneys. Primary courtroom responsibility for cases generated by the local narcotics task force, serious violent crime, and economic crime. Supervised support and investigator staff, and was responsible for relations with local media outlets. Served as Acting District Attorney when elected District Attorney was out of county.

1993–1997. **Solo Legal Practitioner,** Bishop, California. Owned and managed solo legal practice with a heavy caseload focusing on criminal and juvenile defense, real property, landlord-tenant, and commercial law. Served as a contract Public Defender for Inyo County, with primary responsibility for juvenile delinquency and dependency cases. Regularly handled assigned appellate cases for Appellate Defenders, Inc., before the Fourth District Court of Appeal, State of California. Argued *In re Chantal S.* before the California Supreme Court in March, 1996.

Published cases: *In re Cicely L.* (1994) 28 Cal.App.4th 1697; 34 Cal.Rptr.2d 345.
In re Chantal S. (1996) 13 Cal.4th 196; 51 Cal.Rptr.2d 866.

1991–1992. **Partner in the law firm of Buchanan & Hardy,** Bishop, California.

1987–1990. **Associate Attorney,** Law Offices of Douglas Buchanan, Bishop, California.

Memberships and Volunteer Experience

Commissioner, City of Bishop Planning Commission, 2004-present. Chairman, 2007. Experience in land use planning and development issues in the City of Bishop.

Member of the Rotary Club of Bishop Sunrise. Club President in 2007-08. Active in District, International, and local activities and service projects. Management of fundraising efforts and extensive experience in coordinating volunteers.

District Governor of Rotary International District 5260, 2011-12. Supervised the activities of 33 Rotary Clubs in Southern California. While this was a volunteer position, it involved a major commitment of time and effort to leading and training highly skilled volunteers in an array of community and international service activities. I have continued to be active in the operations of Rotary International District 5190, including service on the District Administration, Finance, Training, and Public Image Committees.

President and Trustee, Donald M. Slager Sunset Foundation. 2005-present (President since 2007). Service on Board of Trustees of well-funded private foundation dedicated to scholastic, health care, and community service activities. Includes participation in long-range planning and investment decisions, as well as evaluation and award of grants and scholarships.

Inyo County Bar Association. President in 1991 and 1998; Coordinator of County Mock Trial Program, 1995-2002 and 2004-2006; Administrator *Pro Tem* of the Inyo County Bar Association Attorney-Client fee dispute arbitration program, 1995-2002.

Occasional service as Small Court Claims *Judge Pro Tem*, Inyo County Municipal Court, 1988-1997.

Board of Commissioners, White Mountain Fire Protection District, Benton and Hammil Valley, California. Approximately 1992-1997. Commissioner of small volunteer fire and rescue department.

Show Committee, Bishop Mule Days Celebration. 1996-2007. President of Executive Committee, 2000. Executive Committee member from approximately 1998 through 2000. Assisted in the organization and implementation of one of the Eastern Sierra's largest volunteer public events.

State Bar of California; United States District Court, Eastern District of California; Ninth Circuit United States Court of Appeal. Bishop Area Chamber of Commerce and Visitors Bureau. Former member, California District Attorneys Association.

Additional Relevant Employment

Fall, 2007. **Adjunct Instructor in Political Science**. Cerro Coso College Eastern Sierra College Center, Bishop and Mammoth Lakes, CA.

Inyo County Board of Supervisors
Inyo County Personnel Department
P.O. Box 249, Independence, CA 93526

August 22, 2013

Dear Members of the Board,

I am writing to express my interest in appointment to the position of Inyo County District Attorney for the remainder of the term ending on January 5, 2015.

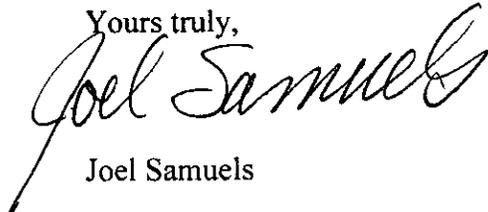
For the last eight-plus years, I have worked in the Inyo County District Attorney's Office, filling every position from Deputy District Attorney I through Assistant District Attorney. During my service, I have represented the people of Inyo County in cases ranging from misdemeanor disturbing the peace to the most serious felonies, including murder and serial child molestation.

District attorneys have an ethical duty to seek justice in criminal cases and it has been my privilege to represent the people of Inyo County in this vital undertaking. Deciding what "justice" is in our criminal system is difficult, but it has always been my highest priority to protect the interests of victims of crime and the public at large in the cases I have handled.

During the time I have been a member of the District Attorney's Office, no attorney in this county has had a hand in the resolution of as many criminal cases as I have, or a better record of success when forced to go to jury trials. I work with a statewide District Attorneys organization and am part of a group that analyzes legal issues regarding California criminal law and makes recommendations for new legislation. Locally, I am active in the Community Corrections Partnership (CCP), a group which deals with the monumental issues stemming from changes in California's sentencing rules following the passage of Assembly Bill 109 by the California Legislature. Guiding the District Attorney's Office through this challenging period will require experience, training and familiarity with our criminal justice system partners to deal with the new laws and policies.

Based on the length and content of my service, my experience and my commitment to the office of the Inyo County District Attorney, I honestly believe I am the most well qualified candidate for this position. I thank you for your consideration and I look forward to the opportunity to answer any questions you may have.

Yours truly,



Joel Samuels

RECEIVED

AUG 23 2013

INYO COUNTY
PERSONNEL

Joel Samuels
459 Short Street
Bishop, CA 93514

JOEL SAMUELS

459 Short Street, Bishop CA 93514

(760) 872-1263

joelsamuels15@hotmail.com

PROFESSIONAL CREDENTIALS:

Member, State Bar of California, Number 234574

California District Attorneys Association Member

EXPERIENCE:

INYO COUNTY DISTRICT ATTORNEY'S OFFICE

230 West Line Street, Bishop CA

Assistant District Attorney, November 2011 to present

- Evaluate law enforcement reports for filing,
- Supervise three Deputy District Attorneys and their case loads,
- Manage the negotiation and settlement of hundreds of cases,
- Handle serious and violent felonies, including murder and Sexually Violent Predator cases,
- Review search warrants and write contracts for confidential informants for the Inyo Narcotics Enforcement Taskforce,
- Participate in the Community Corrections Partnership (CCP) to help Inyo County's criminal justice partners deal with the restructuring of California felony sentencing, incarceration and rehabilitation after the passage of Assembly Bill 109,
- Supervise the District Attorney's Office participation in the Inyo County Drug Court,
- Worked on the District Attorney budget for the fiscal year 2013-14,
- Reviewed plans for the new District Attorney's office space in a proposed consolidated Inyo County office building,
- Member of the Inyo County Domestic Violence Council,
- Member of the Assistant District Attorneys discussion group for the California District Attorneys Association,
- Member of the Sexually Violent Predator legislation discussion group for the California District Attorneys Association,
- Member of the *Brady* discussion group for the California District Attorneys Association.
- Since 2005, have tried more cases, with a greater success rate, than any other attorney appearing in Inyo County criminal courts.

INYO COUNTY DISTRICT ATTORNEY'S OFFICE

230 West Line Street, Bishop, CA 93514

Deputy District Attorney I-IV, May 2005 to October 2011

Authorized criminal complaints, performed legal research, filed and responded to motions and appeals, made oral arguments on appeals before three Superior Court Judge appellate panels, negotiated dispositions of criminal cases from misdemeanor disturbing the peace to serious and violent felonies, handled well over 100 preliminary hearings and over 20 misdemeanor and felony jury trials,. Provided training to counselors at Wild Iris.

ARNOLD LAW FIRM

805 Howe Avenue, Suite 300, Sacramento, CA (916) 924-3100

Associate Attorney, November 2004 to March 2005

Prepared and filed motions, took and defended depositions, interviewed and evaluated potential new clients, issued and responded to discovery, and prepared new cases for filing for a firm specializing in class action, product liability and personal injury litigation.

OFFICE OF THE DISTRICT ATTORNEY SACRAMENTO

901 G Street, Sacramento, CA

Certified Law Student, 2004

Represented the Sacramento District Attorney's office in court on misdemeanor cases. Evaluated these cases for offers and recommended dispositions. Wrote a response to an appeal of a misdemeanor jury verdict and argued several appeals before a three Superior Court Judge appellate panel.

INYO COUNTY DISTRICT ATTORNEY'S OFFICE

230 West Line Street, Bishop, CA

Certified Law Student, 2003

Represented the District Attorney's Office in preliminary hearings, bench trials and sentencings. Wrote and argued motions before the court. Wrote briefs to clarify legal issues and clarify jurisdiction for the District Attorney's Office.

UNITED STATES FEDERAL COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Chambers of the Honorable Frank J. Damrell, Jr.

501 I Street, Sacramento, CA 95814

Judicial Extern, 2002

Performed legal research on the issues presented in pleadings filed in Federal District Court. Wrote memoranda and prepared draft orders for the judge's approval and signature. Analyzed constitutional issues in a request for an injunction filed by an industry group, and supported by an agency of the Federal government, seeking to bar implementation of a law passed by the California State Legislature and signed by the Governor.

PHICO INSURANCE COMPANY

Albany California

Regional Claims Specialist, 1997 to 1999

First claims professional hired for a new regional office. Responsible for resolving professional and general liability claims for insureds in a five state region and for national accounts in 17 states. Evaluated claims exposures, obtained reserve/settlement authority, negotiated resolutions with claimants and their attorneys in settlement conferences and mediations.

THE DOCTORS' COMPANY

Emeryville, CA

Claims Supervisor and Claims Specialist, 1991 to 1997

Supervised five claims professionals with a combined workload of over 600 medical malpractice cases. Consulted with expert witnesses to evaluate exposures and determine settlement authority. Specialized in analysis and resolution of high exposure, multi-million dollar claims. Consulted on an in-house task force that developed systems to analyze the company's claims' experience and performance.

EDUCATION:

UNIVERSITY OF CALIFORNIA, DAVIS, KING HALL, SCHOOL OF LAW

Juris Doctor, 2004

Senior Articles Editor, University of California, Davis, *Journal of International Law and Policy*, 2002-2003

Contributing Editor, *King Hall Advocate*, 2002-2004

Tutor in Constitutional Law I, 2004

Tutor in Legal Research, 2003

UNIVERSITY OF MICHIGAN, ANN ARBOR, STEPHEN M. ROSS SCHOOL OF BUSINESS AND RACKHAM GRADUATE SCHOOL

Master of Business Administration/Master of Arts (Asian Studies), 2001

Thesis: "A Survey of Chinese Pension System Reform and Possible Effects Due To China's Accession to the World Trade Organization."

Recipient: AsiaPacific Inc. Grant for original research on business in Asia, 1989.

Awarded Foreign Languages Area Studies Scholarship, 1988.

INDIANA UNIVERSITY, Bachelor of Arts: Major, History; Minor, Economics, 1976.

OTHER SIGNIFICANT EXPERIENCE AND LANGUAGES

The Michigan Trader, Ann Arbor, Michigan

Research and Analysis, 1989

Contributed research and writing on international trade, policy and regulation for *The Michigan Trader*, a publication of the State of Michigan Trade Authority.

ASIA SECURITIES, Taiwan, Republic of China

Analyst and Reporter, 1988

Analyzed Taiwan's economy and stock market in articles written for client newsletters at Taiwan's second largest stock trading company. Reported on daily stock market activities for English radio and print media outlets.

LINDERHOF ALPINE SKILLS, Garmisch-Partenkirchen, Germany, 1982-1984

Worked for United States Armed Forces in Europe, training Army and Air Force personnel in skills necessary for mountain travel in all seasons.

Strong verbal and reading skills in Chinese, French and German.

Jeffrey N. Greenberg
Attorney at Law
P.O. Box 92
Bishop, California 93515
760 937 5167

August 23, 2013

Inyo County Personnel Department

re - Letter of Interest For Appointment
To Office of District Attorney

My Supreme Court order is dated December 1987.
I was admitted to practice in all California courts.

I am a resident and voter of Inyo County. Your
consideration is appreciated.

Thank You


Jeffrey Greenberg

RECEIVED
AUG 23 2013
INYO COUNTY
PERSONNEL

JEFFREY GREENBERG
ATTORNEY AT LAW

771 North Main St. #32
Bishop, CA 93514

Ph: 760-937-5167

ATTORNEY AT LAW

EXPERIENCE

JEFFREY N. GREENBERG, San Jose, California

ATTORNEY AT LAW, 1992 / 1999 and 2000 / present

Solo practitioner with a diversified caseload of family law and litigation; juvenile dependency and guardianships; settlement negotiations. Settled the majority of cases without trial stressing negotiation rather than litigation. Drafted pleadings, discovery, law and motion; conducted mediations, settlement negotiations, trial appearances, as well as criminal cases, and DUI's. Received Pro-Bono project certificates.

WESTCHESTER COUNTY JAIL, Valhalla, New York

SENIOR LAW LIBRARIAN, 1999 / 2000

Supervised trustees in six law libraries; legal research on Westlaw; circulation of Federal State casebooks; Shepards; Notary Public; secured legal subscription renewals.

JACOBY & MEYERS, San Jose, California

ASSOCIATE ATTORNEY, 1990 / 1991

Practiced family law, including client consultations; court appearances; pleadings, negotiations; arbitration; litigation. Secured personal injury, criminal and bankruptcy cases for other Jacoby & Meyers offices.

JOHN S. PERKINS, San Jose, California

ASSOCIATE ATTORNEY, 1988 / 1990

Sole practitioners in real estate litigation; headhunter cases; business contracts. Conducted law and motion briefs; trial briefs; demurrers; motion to compel; summary judgment; discovery; court appearances. Resourceful with the ability to complete projects under pressure with professional results.

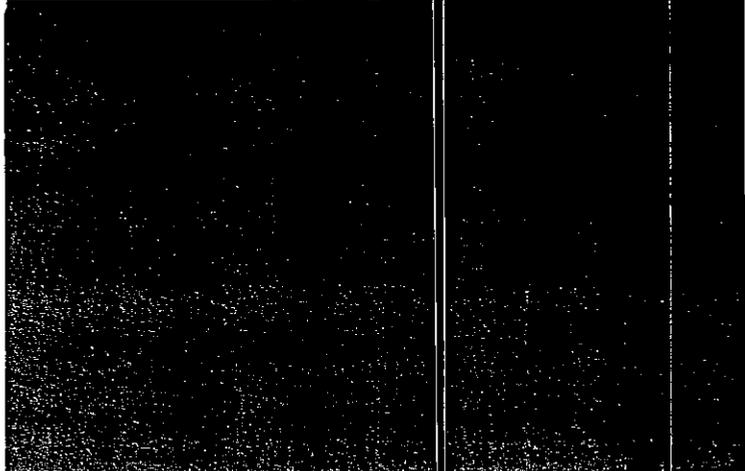
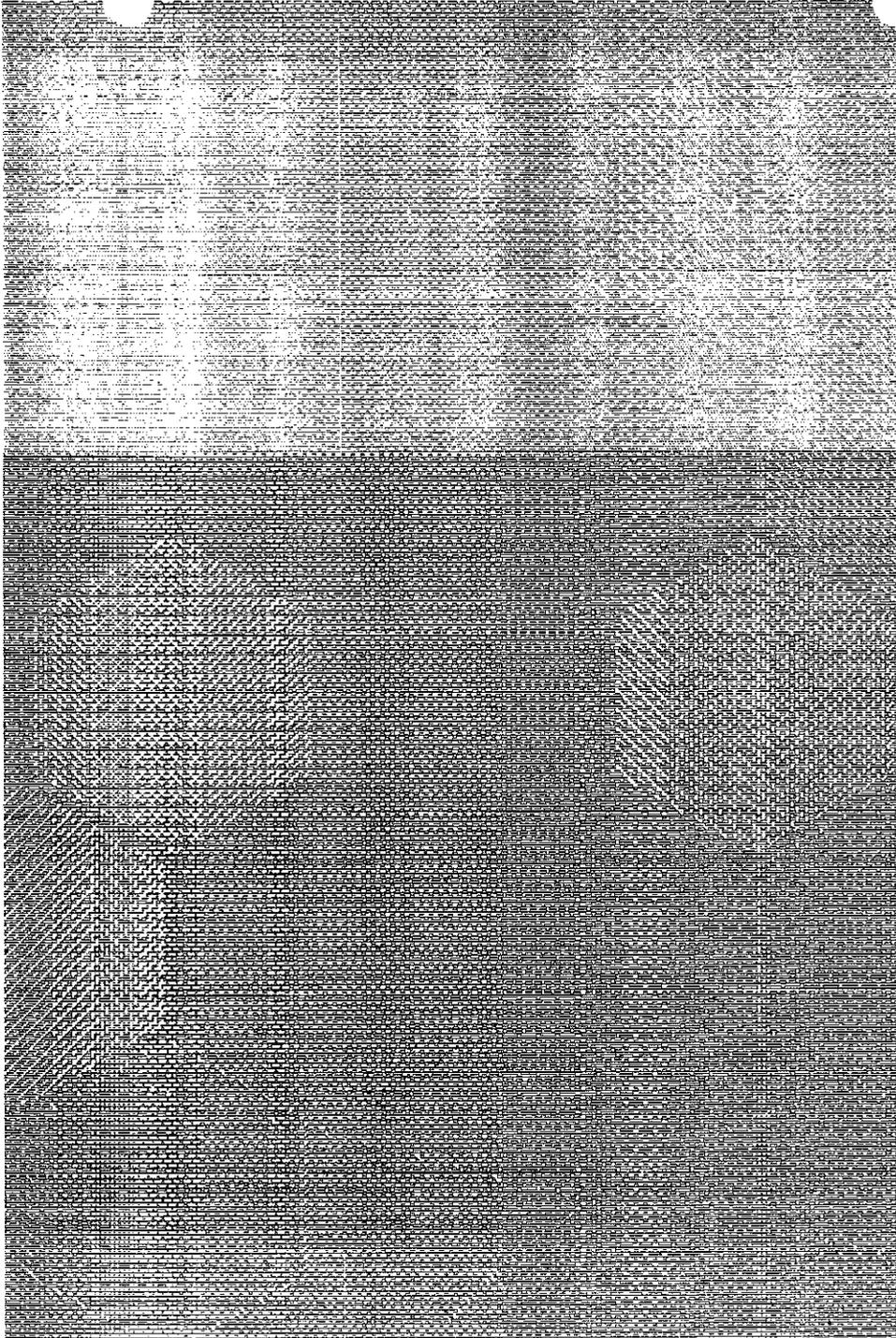
EDUCATION

SAN FRANCISCO LAW SCHOOL, San Francisco, California — 1985
Juris Doctor

UNIVERSITY OF CALIFORNIA, Davis, California — 1975
Bachelor of Arts in History

CITY COLLEGE OF SAN FRANCISCO — 1973
Associates of Arts in History

2008 - 2013 Practice including Inyo, Mono, and L.A. County
North Valley District



County Auditor- Controller

Consideration of
appointment and other
options

Status

- March 19, 2013: Auditor-Controller notified Board that she was in contract negotiations with Mono County for its Director of Finance job.
- **Resignation pending . . .**
- Mono Board acting on contract today?
- **Anticipated effective date of resignation: Wednesday, April 24, 2013.**

What now?

- Assistant Auditor-Controller becomes Acting Auditor-Controller by virtue of position
- Assistant remains Acting Auditor until Board of Supervisors appoints an individual to complete the current Auditor's term, or until next regularly scheduled election of County officers (June, 3, 2014)

Options to Consider

Do nothing?

- Government Code Section 25304: *"The Board of Supervisors shall fill by appointment all vacancies that occur in any office filled by the appointment of the board and elective county officers ..."*
- Taxpayer Writs requiring Boards to make appointments.

Decline to appoint (like Ventura)?

- Assistant Auditor Controller would remain Acting Auditor-Controller until first Monday in January after next election
- Will need to consider filling vacant Management Analyst position
- Future budgets might not sustain all three positions if someone other than Assistant elected to office

Options to Consider

Make appointment

- To fulfill remainder unexpired term; until January 2015
- Appointment must be made in Open Session
 - If Board chooses to interview prospective appointees, interviews must be conducted in public, too.
- Irrevocable
- If Assistant appointed, will need to backfill position

Fill a Finance Director position instead?

- Must be created by Ordinance of Board of Supervisors
- Ordinance must be submitted to, and approved by a vote of the people (Nov. 2013)
 - Elective or Appointed
 - Effective on expiration of elected terms
- **Not a short-term option**

Other options?

Special Election?

- Not allowed.

Can Board adjust Auditor's salary?

- Cannot change salary (reduce, or alter terms of compensation) after person has filed to run for office.
- Can change the amount or terms of compensation when vacant or before filing period

Appointment Options

- Appoint
 - Simply discuss candidates; make public appointment
- Recruit
 - Seek applications or letters of interest
 - Publicly interview applicants, or top applicants
 - Make appointment in Open Session
- County Requirements:
 - CPA; or,
 - Certified Professional Internal Auditor; or,
 - 3-years as County Auditor's Chief Deputy or Chief Assistant
 - A baccalaureate degree with major in accounting or its equivalent

Next Election: June 3, 2014

Candidate Filing	
Signatures-In-Lieu of Filing Fee Period	Dec 27, 2013-Feb 20, 2014
Declaration of Candidacy Period	Feb 10-Mar 7, 2014
Nomination Paper Period	Feb 10-Mar 7, 2014
Declaration of Candidacy Extension Period if Incumbent Does Not File	Mar 8-Mar 12, 2014
Primary Election Day	June 3, 2014
General Election Day if no candidate received 50%+1 in the Primary	November 4, 2014
Swearing in Date	January 5, 2015

Summary

Short-Term

1. Do nothing
 - May not be option
 - Fill Mgt Analyst?
2. Make Appointment
 - May need to backfill Assistant
3. Recruit / Interview / Appoint
 - May need to backfill Assistant

Longer-Term

1. Regular Election.
2. Ordinance and vote to create Finance Director position (Nov. 2013)?
3. Adjust salaries, or computation of compensation?